City *of* Tigard

Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME:	APRIL 2, 2024 - 6:30 p.m. Business Meeting - **Revised: Executive Session was added (Item No. 9)**
MEETING LOCATION:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223 - See PUBLIC NOTICE below

PUBLIC NOTICE: In accordance with Oregon House Bill 2560, this will be a hybrid meeting where some Council, staff or public will participate in person and some will participate remotely.

How to comment:

- Written public comment may be submitted electronically at www.tigard-or.gov/Comments by noon the day before the meeting date.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue. We ask that you plan on limiting your testimony to two minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: April 2, 2024 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/5723/372).

Upon request, the City will endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2419 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVESTREAM ONLINE: https://www.tigard-or.gov/boxcast

CABLE VIEWERS: The City Council meeting will be shown live on Channel 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

City *of* Tigard

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6:30 PM

1. BUSINESS MEETING

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

   D. Call to Council and Staff for Non-Agenda Items

2. PROCLAMATIONS AND RECOGNITION **6:35 p.m. estimated time**

   A. PROCLAIM APRIL AS ARBOR MONTH

   B. PROCLAIM APRIL 30, 2024 AS VIETNAMESE AMERICAN REMEMBRANCE DAY

   C. PROCLAIM APRIL 2024 AS PARKINSON'S AWARENESS MONTH

3. PUBLIC COMMENT **6:50 p.m. estimated time**

   A. Follow-up to Previous Public Comment

   B. Public Comment – Written

C. Public Comment – In Person

D. Public Comment – Phone-In

E. Public Comment – Video

4. CITY MANAGER REPORT **7:00 p.m. estimated time**

5. CONSENT AGENDA: (Tigard City Council) The Consent Agenda is used for routine items including approval of meeting minutes, contracts or intergovernmental agreements. Information on each item is available on the city's website in the packet for this meeting. These items may be enacted in one motion without separate discussion. Council members may request that an item be removed by motion for discussion and separate action. **7:05 p.m. estimated time**

A. CONSIDER 2024 NON-PROFIT AFFORDABLE HOUSING TAX EXEMPTION APPLICATIONS

- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*

6. CLIMATE CHANGE AND HEALTH IMPACTS IN WASHINGTON COUNTY INCLUDING TIGARD **7:10 p.m. estimated time**

7. AMENDING TIGARD MUNICIPAL CODE CHAPTER 7.84 REGARDING FIREWORK PROHIBITION **7:35 p.m. estimated time**

8. NON-AGENDA ITEMS

9. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss real property negotiations, under ORS 192.660(2)(e). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public. **7:40 p.m. estimated time**

10. ADJOURNMENT **8:00 p.m. estimated time**

AIS-5469 **2. A.**

Business Meeting

Meeting Date: 04/02/2024

Length (in minutes): 5 Minutes

Agenda Title: Proclaim April as Arbor Month

Authored By: Carol Krager

Presented By: Mayor Lueb

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Arbor Month in Tigard is both a celebration and an educational opportunity, highlighting the important role trees have in our urban forest. The City has a Tree City USA designation, and in order to maintain that status, they must make a proclamation each year to celebrate Arbor Month.

ACTION REQUESTED

City teammates would like Mayor Lueb to issue a proclamation for Arbor Month in support of our Tree City USA mission and the many Park & Recreation and educational partnerships we offer in support of the urban canopy.

BACKGROUND INFORMATION

In Oregon, the first week of April is known as Oregon Arbor Week. In Tigard, the City Council encourages community members to celebrate trees during the entire month of April. An Arbor Day observance and proclamation are one of four standards established by the National Arbor Day Foundation to qualify for Tree City USA. Tigard has received this recognition annually since 2001 and continues its proud history of commitment to preserving, enhancing, and maintaining its urban forest. The city's trees provide an important background for life in Tigard and helps work towards Council's goal of reducing impacts on climate.

Public Involvement

Tigard Parks and Recreation is hosting an Earth Day Arbor Day Celebration at Bonita Park on Saturday, April 27. Each attendee will get to take home a tree to plant.

ALTERNATIVES & RECOMMENDATION

Mayor Lueb could choose not to issue the proclamation. The result would be a loss of Tree City USA designation.

ADDITIONAL RESOURCES

N/A

Attachments

Arbor Month Proclamation

Proclamation

City *of* Tigard

ARBOR MONTH
April 2024

WHEREAS, In 1872, Arbor Day, a special day set aside for the planting of trees, was first celebrated in Nebraska; and

WHEREAS, Tigard's urban forest is part of a larger ecology that spans from mountains to ocean and is integral to our region's environmental quality; and

WHEREAS, our urban forest includes a diversity of public and private trees that grace our streets, yards, parks and greenways, provide habitat for wildlife, soften hardscapes, clean the air, protect water resources, and ensure that everyone can experience natural beauty where we live, work and play; and

WHEREAS, the City of Tigard recognizes that our urban forest is a necessity and is an integral part of the city's infrastructure; and

WHEREAS, we are committed to providing resources to maintain and enhance the urban forest; and

WHEREAS, people of all ages and background, including citizens, civic organizations, businesses, and government agencies, have formed partnerships to participate actively in the stewardship and caretaking of Tigard's urban forest.

NOW THEREFORE BE IT RESOLVED, I, Mayor Heidi Lueb of the City of Tigard, Oregon do hereby proclaim the entire month of April 2024 as,

ARBOR MONTH

in Tigard, Oregon and encourage people throughout the city to become more involved with the planting and stewardship of the urban forest throughout 2024.

Dated this 2nd day of April 2024

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Jesse B. Raymundo, Deputy City Recorder

AIS-5471 **2. B.**

Business Meeting

Meeting Date: 04/02/2024

Length (in minutes): 5 Minutes

Agenda Title: Proclaim April 30, 2024 as Vietnamese American Remembrance Day

Authored By: Carol Krager

Presented By: Mayor Lueb

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

On February 23, 2024, Thao Duc Tu, President of Vietnamese Community of Oregon, requested a proclamation from Mayor Lueb recognizing April 30 as Vietnamese American Remembrance Day. Mayor Lueb approved the request and Thao asked to speak briefly during the city council meeting to share more about Vietnamese American Remembrance Day.

ACTION REQUESTED

Mayor Lueb is being asked to issue a proclamation recognizing April 30 as Vietnamese American Remembrance Day.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

This proclamation was first recognized on April 25, 2023.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

Issuing this proclamation continues to build upon engagement efforts to involve all voices in our community.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

Proclamation

Proclamation

City *of* Tigard

VIETNAMESE AMERICAN REMEMBRANCE DAY
APRIL 30, 2024

WHEREAS, Vietnamese refugees have proudly resided in Tigard, the state of Oregon since the conclusion of the Vietnam War on April 30, 1975; and

WHEREAS, Vietnamese Americans have put forth their full toiling energy building the city of Tigard, State of Oregon in a multitude of prominent areas including industry, economy, culture, education, and military service; and

WHEREAS, Vietnamese Americans have counted on the State of Oregon, USA as being their second heart, mind, and family homeland; and

WHEREAS, every year, Vietnamese Americans celebrate Remembrance Day on April 30th to solemnly honor the 58,000 American soldiers, and more than 300,000 South Vietnamese soldiers who sacrificed their lives in the line of duty for freedom and democracy in South Vietnam from 1955 to 1975.

NOW THEREFORE BE IT RESOLVED, I, Mayor Heidi Lueb of the City of Tigard, Oregon do hereby proclaim April 30 as,

VIETNAMESE AMERICAN REMEMBRANCE DAY

in Tigard, Oregon and encourage all to join in the reverent recognition of this cultural heritage celebration.

Dated this 2nd day of April 2024

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Jesse B. Raymundo, Deputy City Recorder

AIS-5480 **2. C.**

Business Meeting

Meeting Date: 04/02/2024

Length (in minutes): 5 Minutes

Agenda Title: Proclaim April 2024 as Parkinson's Awareness Month

Authored By: Jesse Raymundo

Presented By: Mayor Lueb

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

On March 25, 2024, Megan Taye of the Michael J. Fox Foundation requested a proclamation from Mayor Lueb recognizing April 2024 as Parkinson's Awareness Month. Mayor Lueb approved the request and Megan asked to speak briefly during the city council meeting to share more about Parkinson's Awareness Month.

ACTION REQUESTED

Mayor Lueb is being asked to issue a proclamation recognizing April 2024 as Parkinson's Awareness Month.

BACKGROUND INFORMATION

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

Issuing this proclamation continues to build upon engagement efforts to involve all voices in our community.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

Proclamation

Proclamation

City *of* Tigard

PARKINSON'S AWARENESS MONTH
APRIL 2024

WHEREAS, Parkinson's is a chronic, degenerative neurological disease that affects approximately 1 million people in the United States and approximately 20,000 people here in Oregon; and

WHEREAS, symptoms include tremors, stiffness and slow movement, difficulty swallowing, depression, sleep disorders, and dementia; and

WHEREAS, there is no treatment to slow, stop, or reverse the progression of the disease, nor is there a cure; and

WHEREAS, Parkinson's disease costs the Federal Government and American families $58 billion annually.

NOW THEREFORE BE IT RESOLVED, I, Mayor Heidi Lueb of the City of Tigard, Oregon do hereby proclaim April 2024 as,

PARKINSON'S AWARENESS MONTH

Dated this 2nd day of April 2024

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Jesse B. Raymundo, Deputy City Recorder

AIS-5465 **5. A.**

Business Meeting

Meeting Date: 04/02/2024

Length (in minutes): Consent Item

Agenda Title: Consider 2024 Non-Profit Affordable Housing Tax Exemption Applications

Authored By: Schuyler Warren

Presented By: Eric Kang

Item Type: Motion Requested
Resolution

Public Hearing Legal Ad Required?:

Publication Date:

Information

EXPLANATION OF ISSUE

Consider the annual property tax exemption requests from local non-profit affordable housing providers under the provisions of Tigard Municipal Code 3.50.

Applications were submitted by Community Partners for Affordable Housing, New Narrative, Northwest Housing Alternatives, Reach Community Development and Resident Resources for property tax exemption of fifteen low-income housing projects/properties, which is allowable under TMC 3.50.

ACTION REQUESTED

The City Council is being asked to adopt the resolution to grant exemption from property tax payment under the Tigard Municipal Code 3.50 for the non-profit, low-income housing properties listed above.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

This request comes to the City Council on an annual basis.

Public Involvement

Passage of this resolution will continue the city's work of providing financial relief for low-income housing development and those that own properties in development.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

There is a fiscal impact to the city. Attached is the loss of property tax revenue from passage of this resolution, which affects the city's General Fund.

ALTERNATIVES & RECOMMENDATION

Do not approve this resolution.

ADDITIONAL RESOURCES

N/A

Fiscal Impact

Cost:	72,259
Budgeted (yes or no):	n/a
Where Budgeted (department/program):	n/a

Additional Fiscal Notes:

The exemption would apply to property tax revenue in fiscal year 2024-2025.

Attachments

Resolution
Fiscal Impact of Tax Exemption
Staff Report - Community Partners for Affordable Housing
2024 CPAH Application
Staff Report - New Narrative
2024 New Narratives Application
Staff Report - Northwest Housing Alternatives
2024 Northwest Housing Alternatives Application
Staff Report - REACH
REACH Application
Staff Report - Resident Resources
2024 Resident Resources Application

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 23-

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER TIGARD MUNICIPAL CODE SECTION 3.50 FOR FIVE NON-PROFIT, LOW-INCOME HOUSING PROJECTS OWNED AND OPERATED COMMUNITY PARTNERS FOR AFFORDABLE HOUSING (CPAH), THREE PROPERTIES OWNED BY NEW NARRATIVE, ONE PROJECT OPERATED BY NORTHWEST HOUSING ALTERNATIVES, FIVE PROPERTIES OWNED BY REACH COMMUNITY DEVELOPMENT, AND ONE PROPERTY OWNED BY RESIDENT RESOURCES.

WHEREAS, Tigard Municipal code (TMC) section 3.50 provides procedures for application and consideration on non-profit corporation low-income housing project exemptions from property taxes; and

WHEREAS, the TMC requires application for exemption be filed with the city by March 1; and

WHEREAS, Community Partners for Affordable Housing is a qualified non-profit organization, filed a request by March 1, 2024, for exemption from property taxes for four low-income housing projects and one vacant property designated for future low-income housing, and meets all the applicable criteria for exemption in TMC 3.50, and

WHEREAS, New Narrative is a qualified non-profit organization, filed a request by March 1, 2024, for exemption from property taxes for three low-income housing properties, and meets all the applicable criteria for exemption in TMC 3.50, and

WHEREAS, Northwest Housing Alternatives is a qualified non-profit organization, filed a request by March 1, 2024, for exemption from property taxes for one low-income housing project, and meets all the applicable criteria for exemption in TMC 3.50, and

WHEREAS, Reach Community Development is a qualified non-profit organization, filed a request by March 1, 2024, for exemption from property taxes for five low-income housing properties, and meets all the applicable criteria for exemption in TMC 3.50, and

WHEREAS, Resident Resources is a qualified non-profit organization, filed a request by March 1, 2024, for exemption from property taxes for one low-income housing project, and meets all the applicable criteria for exemption in TMC 3.50, and

WHEREAS, upon review of the applications it was found granting the exemptions would be consistent with the applicable Tigard Municipal Code and also with the adopted city housing policies.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The applicants, Community Partners for Affordable Housing, New Narrative, Northwest Housing Alternatives, Reach Community Development, and Resident Resources qualified for the exemption set forth in Tigard Municipal Code Section 3.50.

SECTION 2: The Finance Director is directed to certify to the Assessor of Washington County that the fourteen properties that received exemption in the prior year are:

a. 11157-11163 SW Hall Blvd., Tigard
b. 11875 SW 91st Ave., Tigard
c. 12291 SW Knoll Dr., Tigard
d. 11090 SW 68th Pkwy., Tigard
e. 11655 SW Pacific Hwy., Tigard
f. 9330 SW Tangela St., Tigard
g. 7705 SW Pfaffle St., Tigard
h. 6860 SW Clinton St., Tigard
i. 6835 SW Clinton St., Tigard
j. 11750 SW 69th Ave., Tigard (absorbed into 6835 SW Clinton St.)
k. 11800 SW 69th Ave., Tigard (absorbed into 6835 SW Clinton St.)
l. 11955 SW 68th Ave., Tigard
m. 11950 SW 69th Ave., Tigard
n. 11900 SW 69th Ave., Tigard

SECTION 3: The Finance Director is informing the Assessor of Washington County that the City of Tigard has dropped exemption of property taxes of the property located at 9330 SW Tangela St. because the property was sold to a private party on 9/25/2023 and no longer qualifies as a low-income housing property.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2024.

_____
Mayor – City of Tigard

ATTEST:

_____
City Recorder – City of Tigard

Property	Applicant	2023-24 Real Market Value (RMV)	2024 Taxable Assessed Value*	City of Tigard Tax Rate	City of Tigard Local Option Rate	City of Tigard Bond Rate	Total Property Tax Impact (All Jurisdictions)
				$2.5131/$1,000	**$0.2900/$1,000**	**$0.3356/$1,000**	**$17.6020/$1,000**
11157 SW Hall Blvd	CPAH	$ 5,132,050	$ 1,478,030	$ 3,714	$ 429	$ 496	$ 26,016
11895 SW 91st Avenue	CPAH	$ 18,382,610	$ 5,294,192	$ 13,305	$ 1,535	$ 1,777	$ 93,188
12291 SW Knoll Drive	CPAH	$ 11,666,790	$ 3,360,036	$ 8,444	$ 974	$ 1,128	$ 59,143
11090 SW 68th Pkwy	CPAH	$ 11,566,910	$ 3,331,270	$ 8,372	$ 966	$ 1,118	$ 58,637
Tax Lot 1S136CA11700	CPAH	$ 1,638,000	$ 471,744	$ 1,186	$ 137	$ 158	$ 8,304
10829 SW Hall Blvd	New Narrative	$ 824,780	$ 436,309	$ 1,096	$ 127	$ 146	$ 7,680
10843 SW Hall Blvd	New Narrative	$ 850,280	$ 449,798	$ 1,130	$ 130	$ 151	$ 7,917
10855 SW Hall Blvd	New Narrative	$ 595,350	$ 314,940	$ 791	$ 91	$ 106	$ 5,544
8815 SW O'Mara Street	NW Housing Alternatives	$ 6,365,710	$ 1,833,324	$ 4,607	$ 532	$ 615	$ 32,270
6835 SW Clinton Street	Reach	$ 924,720	$ 266,319	$ 669	$ 77	$ 89	$ 4,688
11800 SW 69th Avenue	*Reach*		*This property no longer exists as a separate tax lot; it has been absorbed into 6835 SW Clinton St.*				
11750 SW 69th Avenue	*Reach*		*This property no longer exists as a separate tax lot; it has been absorbed into 6835 SW Clinton St.*				
11900 SW 69th Avenue	Reach	$ 374,500	$ 107,856	$ 271	$ 31	$ 36	$ 1,898
11950 SW 69th Avenue	Reach	$ 423,700	$ 122,026	$ 307	$ 35	$ 41	$ 2,148
11955 SW 68th Avenue	Reach	$ 558,960	$ 160,980	$ 405	$ 47	$ 54	$ 2,834
6860 SW Clinton Street	Reach	$ 561,440	$ 161,695	$ 406	$ 47	$ 54	$ 2,846
7705 SW Pfaffle Street	Resident Resources	$ 18,172,140	$ 5,233,576	$ 13,153	$ 1,518	$ 1,756	$ 92,121
			Total Impact	**$ 57,857**	**$ 6,676**	**$ 7,726**	**$ 405,235**

*Because these properties have been exempted from property taxation in the past, Washington County does not show a current assessed value. The 2024 Taxable Assessed Value shown is calculated by dividing the Average Maximum Assessed Value (MAV) by the Average Real Market Value in the current Washington County Certified Roll. The 2024 calculated Changed Property Ratio (CPR) for Residential Property is 0.529 and for Apartment Property is 0.288.

•City of Tigard tax rate includes City of Tigard Permanent Rate (2.5131) + Local Option After 10/06/01 (0.2900) + Bonds After 10/06/01 (0.3356)
•Total tax rate reported in Washington County Department of Assessment & Taxation Summary of Assessment and Tax Roll 2023-2024, Tax Code 023.66, and includes school (operating), general government (operating), and excluded from limitation.

City *of* Tigard
Memorandum

To: Eric Kang, Finance Director

From: Schuyler Warren, Senior Planner

Re: CPAH 2024 Applications for Tax Exemption

Date: March 6, 2024

Community Partners for Affordable Housing (CPAH) has submitted separate applications for low-income housing tax exemptions for each of the five properties it owns inside the city. The four developed properties include the 26-unit Village at Washington Square, the 84-unit Greenburg Oaks, the 48-unit Knoll at Tigard senior housing project, and the 48-unit Red Rock Creek Commons.

CPAH is also applying for a tax exemption for land owned and held for the purpose of developing affordable housing. This property is located at 11655 SW Pacific Highway, tax lot ID 1S136CA11700.

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

CPAH submitted with their applications a copy of an Internal Revenue Service letter, dated March 11, 1999, verifying that CPAH qualifies as a 501(c)(3) organization. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

CPAH has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state, or local government for a public purpose. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

Documents submitted by CPAH demonstrate that in the case of all four of its developed projects, tenant income is verified upon application and is re-certified on an annual basis. Residents may remain in their units as long as they demonstrate qualifying income at entry. Continued eligibility is determined with household income at or below 60% of the area median income (AMI). Within each of its applications, CPAH certifies that all residents served by the four properties in question earn at or below the 60% of AMI.

The property at 11655 SW Pacific Highway is held for the purpose of future development as low-income housing.

This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

CPAH is applying for full exemption at all five properties. CPAH has submitted documents demonstrating that all five properties are fully dedicated to nonprofit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050.

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

CPAH-owned properties have qualified for tax exemption every year since 1996. According to the applications submitted exemption, no changes in circumstances have occurred that would disqualify the non-profit housing provider from continuing to receive the exemption.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to CPAH is consistent with the applicable TMC standards and with adopted city housing policies.

City of Tigard

Property Tax Exemption Application

2024-2025

Property Name: Greenburg Oaks

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R-276472

3. The number of units and the exempted amount of each property being applied for under this chapter

84 units; 100% of the property

4. A description of the property for which the exemption is requested

Greenburg Oaks is an 84-unit multifamily property at 11895 SW 91st Ave in Tigard, OR serving low-income families, individuals and seniors. The property sits on a 3-acre site with a playground, community building, community garden and patio, and basketball court for resident use.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants and providing social services on site.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

SUBSCRIBED and SWORN to before me this 12 day of February, 2024.

OFFICIAL STAMP
Natika Leone Holm
NOTARY PUBLIC - OREGON
COMMISSION NO. 1036631
MY COMMISSION EXPIRES May 1, 2027

Notary Public for Oregon (signature)

Natika Leone Holm

Notary Public for Oregon (Print or Type Name)

My Commission Expires 05/01/2027

City of Tigard

Property Tax Exemption Application

2024-2025

Property Name: Knoll at Tigard

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R-458454, R458436, R458445

3. The number of units and the exempted amount of each property being applied for under this chapter

48 units; 100% of the property

4. A description of the property for which the exemption is requested

Knoll at Tigard is a 48-unit multifamily property at 12291 SW Knoll Drive in Tigard, OR serving low-income seniors and veterans.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants and providing social services on site.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

SUBSCRIBED and SWORN to before me this 12 day of February, 2024.

OFFICIAL STAMP
Natika Leone Holm
NOTARY PUBLIC - OREGON
COMMISSION NO. 1036631
MY COMMISSION EXPIRES May 1, 2027

Notary Public for Oregon (signature)

Natika Leone Holm

Notary Public for Oregon (Print or Type Name)

My Commission Expires 05/01/2027

City of Tigard

Property Tax Exemption Application

2024-2025

Property Name: Red Rock Creek Commons

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R2093437

3. The number of units and the exempted amount of each property being applied for under this chapter

48 units; 100% of the property

4. A description of the property for which the exemption is requested

Red Rock Creek Commons is a 48-unit multifamily property at 11090 SW 68th Pkwy. in Tigard, OR serving low-income people with resident services available on site.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants and providing social services on site.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

SUBSCRIBED and SWORN to before me this 12 day of February, 2024.

OFFICIAL STAMP
Natika Leone Holm
NOTARY PUBLIC - OREGON
COMMISSION NO. 1036631
MY COMMISSION EXPIRES May 1, 2027

Notary Public for Oregon (signature)

Natika Leone Holm

Notary Public for Oregon (Print or Type Name)

My Commission Expires 05/01/2027

City of Tigard

Property Tax Exemption Application

2024-2025

Property Name: Village at Washington Square

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R2077395

3. The number of units and the exempted amount of each property being applied for under this chapter

26 units; 100% of the property

4. A description of the property for which the exemption is requested

Village at Washington Square is a 26-unit multifamily property at 11157 SW Hall Blvd in Tigard, OR serving low-income families, with resident services and youth services provided on site.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

SUBSCRIBED and SWORN to before me this 12 day of February, 2024.

OFFICIAL STAMP
Natika Leone Holm
NOTARY PUBLIC - OREGON
COMMISSION NO. 1036631
MY COMMISSION EXPIRES May 1, 2027

Notary Public for Oregon (signature)

Natika Leone Holm

Notary Public for Oregon (Print or Type Name)

My Commission Expires 05/01/2027

City of Tigard

Property Tax Exemption Application

2024-2025

Property Name: Woodland Hearth

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R-2221050

3. The number of units and the exempted amount of each property being applied for under this chapter

0 units; 100% of the property

4. A description of the property for which the exemption is requested

The site, located at approximately 11655 SW Pacific Hwy, is vacant. Woodland Hearth is under development as a 63-unit multifamily property that will serve low-income families. The property will sit on a 3-acre site with a playground, community building, and patio for resident use.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property will be used for the charitable purposes of housing low-income occupants and providing social services on site.

6. A certification of income levels of low income occupants

All occupants will be certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases development costs and operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

SUBSCRIBED and SWORN to before me this 12 day of February, 2024.

OFFICIAL STAMP
Natika Leone Holm
NOTARY PUBLIC - OREGON
COMMISSION NO. 1036631
MY COMMISSION EXPIRES May 1, 2027

Notary Public for Oregon (signature)

Natika Leone Holm

Notary Public for Oregon (Print or Type Name)

My Commission Expires 05/01/2027

City *of* Tigard
Memorandum

To: Eric Kang, Finance Director

From: Schuyler Warren, Senior Planner

Re: New Narrative 2024 Applications for Tax Exemption

Date: March 18, 2024

New Narrative has submitted separate applications for low-income housing tax exemptions for each of the three properties it owns inside the city. The three properties are located at 10829, 10843, and 10855 SW Hall Blvd. These three properties provide 25 units of affordable housing that is income restricted through a restrictive covenant.

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

New Narrative submitted with their applications a copy of an Internal Revenue Service letter, dated October 17, 1994, verifying that the organization (named as Luke-Dorf) qualifies as a 501(c)(3) organization. The organization also submitted an IRS acknowledgement of the change of name from Luke-Dorf to New Narrative. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

New Narrative has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state, or local government for a public purpose. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

Documents submitted by New Narrative demonstrate that in the case of all three of its developed projects, tenant income is restricted to households with income at or below 60% of the area median income (AMI), based on a restrictive covenant. This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

New Narrative is applying for full exemption at all three properties. New Narrative has submitted documents demonstrating that all three properties are fully dedicated to nonprofit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050.

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

New Narrative has been operating these properties within the city for number of years but has not applied for tax exemption in the past. The organization provides affordable housing and behavioral health services to low- and very low-income residents and qualifies under the criteria.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to New Narrative is consistent with the applicable TMC standards and with adopted city housing policies.

Sage House
10855 SW Hall Blvd. Tigard OR 97223

1. **The applicant's name, address, and telephone number**

New Narrative Attn: Bashar Kasim
8915 SW Center St Tigard OR 97223
503-501-5278

2. **The assessor's account number for each site**

R2052933

3. **The number of units and the exempted amount of each property being applied for under this chapter**

5

4. **A description of the property for which the exemption is requested**

Affordable housing for very low-income tenants (SRO units)

5. **A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose**

To provide affordable housing and behavioral health services to low- and very low-income residents. All of the property is being used for this purpose.

6. **A certification of income levels of low income occupants**

Attached

7. **A description of how the tax exemption will benefit project residents**

Gives the ability to expand service programs, maintain low rents, and offer behavioral health services to those in need

8. **A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)**

Attached

9. **A description of the development of the property if the property is being held for future low income housing development**

N/A

PLUSS

10843 SW Hall Blvd Tigard OR 97223

1. **The applicant's name, address, and telephone number**

New Narrative Attn: Bashar Kasim
8915 SW Center St Tigard OR 97223
503-501-5278

2. **The assessor's account number for each site**

R2052934

3. **The number of units and the exempted amount of each property being applied for under this chapter**

10

4. **A description of the property for which the exemption is requested**

Affordable housing for very low-income tenants

5. **A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose**

To provide affordable housing and behavioral health services to low- and very low-income residents. All of the property is being used for this purpose.

6. **A certification of income levels of low income occupants**

Attached

7. **A description of how the tax exemption will benefit project residents**

Gives the ability to expand service programs, maintain low rents, and offer behavioral health services to those in need

8. **A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)**

Attached

9. **A description of the development of the property if the property is being held for future low income housing development**

N/A

PLUSS

10829 SW Hall Blvd Tigard OR 97223

1. **The applicant's name, address, and telephone number**

New Narrative Attn: Bashar Kasim
8915 SW Center St Tigard OR 97223
503-501-5278

2. **The assessor's account number for each site**

R2052935

3. **The number of units and the exempted amount of each property being applied for under this chapter**

10

4. **A description of the property for which the exemption is requested**

Affordable housing for very low-income tenants

5. **A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose**

To provide affordable housing and behavioral health services to low- and very low-income residents. All of the property is being used for this purpose.

6. **A certification of income levels of low income occupants**

Attached

7. **A description of how the tax exemption will benefit project residents**

Gives the ability to expand service programs, maintain low rents, and offer behavioral health services to those in need

8. **A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)**

Attached

9. **A description of the development of the property if the property is being held for future low income housing development**

N/A

NEW NARRATIVE™
Integrative Mental Health

8915 SW Center St. Tigard, OR 97223 Tel 503.726.3690 Fax 503.726.3691
NewNarrativePDX.org

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
June 17, 2021
Employer ID number:
93-0685734
Form 990 required:
990, Yes
Person to contact:
Name: Melissa D Fields
ID number: 0194416

NEW NARRATIVE
8915 SW CENTER ST
TIGARD, OR 97223

Dear Sir or Madam:

We're responding to your request dated September 29, 2020, about your tax-exempt status.

We issued you a determination letter in January 1978, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,
Stephen A. Martin
Director, Exempt Organizations Rulings and Agreements

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0424646387
Dec. 17, 2020 LTR 252C 0
93-0685734 000000 00
Input Op: 0424646387 00007123
BODC: TE

NEW NARRATIVE
8915 SW CENTER ST
TIGARD OR 97223-6307

027399

Taxpayer Identification Number: 93-0685734

Dear Taxpayer:

Thank you for the inquiry dated Dec. 08, 2020.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Sincerely yours,

Sheri L. Steed

Sheri L. Steed
Entity Department Manager

Enclosure(s):
Copy of this letter

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 2350 Los Angeles, Calif. 90053

E.Luke-Dorf
10313 SW 69th
Portland, or 97223-9103

Person to Contact:
L. Barragan

Telephone Number:
(213) 894-2336

Refer Reply to:
EO (101394)

Date:
OCTOBER 17, 1994

RE: Luke-Dorf
EIN: 93-0685734

Dear Taxpayer:

This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate that this organization was recognized to be exempt from Federal income tax in August 1977 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the code, because it is an organization described in Section 170(b)(1)(A)(vi).

The exempt status for the determination letter issued in August 1977 continues to be in effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,

L. BARRAGAN
Disclosure Assistant

FILE NO. 122738

FILED
IN THE OFFICE OF THE CORPORATION COMMISSIONER OF THE STATE OF OREGON
AUG 1 1977
FRANK J. HEALY
CORPORATION COMMISSIONER

NONPROFIT

ARTICLES OF INCORPORATION

OF

LUKE-DORF

The undersigned natural persons of the age of 18 years or more, all of whom are citizens of the United States, acting as incorporators under the Oregon Nonprofit Corporation Law, adopt the following Articles of Incorporation:

ARTICLE I - The name of this corporation is LUKE-DORF and its duration shall be perpetual.

ARTICLE II - The purpose or purposes for which the corporation is organized are:

1. To provide and maintain care facilities in the State of Oregon for mentally or emotionally disturbed adults.

2. To coordinate and assist in individual and group counselling, vocational training, employment and other activities which would enable mentally or emotionally disturbed individuals to return to normal living and beneficial service within families and communities.

3. Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE III - The address of the initial registered office of the corporation is: 1331 S. W. Broadway, Portland, Oregon 97201

and the name of its initial registered agent at such address is:

Richard Wm. Davis

ARTICLE IV - The number of directors constituting the initial board of directors of the corporation is five (5), and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and shall qualify are:

John MacGregor	416 M. 4th, Carlton, Oregon 97111
Doris Heigel	Rt. 3, Box 140E, Sherwood, Ore. 97140
Merriley Smith	Route 4, Box 342C, Newberg, Ore. 97132
Robert Smith	Route 4, Box 342C, Newberg, Ore. 97132

Rev. Theodore P. Brueckner - Rt. 1, Box 559, Beaverton, Ore. 97005

ARTICLE V - The name and address of each incorporator is:

John MacGregor	416 W. 4th, Carlton, Oregon 97111
Doris Hiegel	Rt. 3, Box 140E, Sherwood, Ore. 97140
Merriley Smith	Rt. 4, Box 342C, Newberg, Oregon 97132
Robert Smith	Rt. 4, Box 342C, Newberg, Oregon 97132

Rev. Theodore R. Brueckner - Rt. 1, Box 559, Beaverton, Ore. 97005

ARTICLE VI - The provisions for the distribution of assets on dissolution or final liquidation are:

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation, exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VII - No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

DATED: July 28, 1977

Doris Hiegel

Mike MacGregor

Rev. Theodore R. Brueckner

Robert D. Smith

Merriley C. Smith

7-71

Submit in duplicate
Filing Fee: $5.00

FILE NO. 122736

FILED
IN THE OFFICE OF THE CORPORATION COMMISSIONER OF THE STATE OF OREGON
DEC 7 1977
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Amendment

of

LUKE-DORF

Pursuant to ORS 61.370 these Articles of Amendment were adopted by the undersigned corporation:

1. The present (not new) corporate name is LUKE-DORF

2. The following amendment of the Articles of Incorporation was adopted in the manner prescribed by the Oregon Nonprofit Corporation Act:

(Set forth article(s) in full as will be amended to read.)

ARTICLE VII - No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry o any other activities not permitted to be carried on (a) by a corporation exempt from Federal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(C)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VIII - The corporation shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE IX - The corporation shall not engage in any act of self-dealing as defined in Section 4941 (d), of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE X - The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE XI - The corporation shall not make any investments in such manner as to subject it to tax under section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE XII - The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

3. (Check below the statement which is appropriate:)

☒ The amendment was adopted at a meeting of the Board of Directors on September 6, 19 77, and received the vote of a majority of the directors in office, there being no members having voting rights in respect thereof.

☐ The amendment was adopted at a meeting of the members on _____, 19____, at which a quorum was present, and the amendment received at least two-thirds of the votes which members present or represented by proxy at such meeting were entitled to cast.

☐ The amendment was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

We, the undersigned, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

LUKE-DORF _____

Present (not new) Corporate Name

By Robert D Smith and Doris K. Keigel

Its _____ President Its _____ Secretary

Dated December 2, 19 77.

122738-19

Submit the original and one true copy
$10.00

Registry Number:

122738-19

SECRETARY OF STATE
Corporation Division
Business Registry
158 12th Street NE
Salem, OR 97310-0210
(503) 378-4166

THIS SPACE FOR OFFICE USE ONLY

FILED
IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF ORE.
DEC 24 1992
CORPORATION DIVISION

RESTATED ARTICLES OF INCORPORATION
Nonprofit Corporation

1. Name of the corporation prior to amendment: Luke-Dorf

2. New name of the corporation (if changed): Luke-Dorf, Inc.

3. A copy of the restated articles is attached.

4. Check the appropriate statement:

☒ The restated articles contain amendments which do not require membership approval. The date of the adoption of the amendments and restated articles was September 21, 19 92. These amendments were duly adopted by the board of directors.

☐ The restated articles contain amendments which require membership approval. The date of the adoption of the amendments and restated articles was _____, 19___. The vote of the members was as follows:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Execution: Gordon Teifel
Signature

Gordon Teifel
Printed name

President
Title

Person to contact about this filing: Judie L. Honda (503) 294-9632
Name Daytime phone number

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, Business Registry, 158 12th Street NE, Salem, Oregon 97310-0210.

NP-3 (5/90)

12289202313 831.219

10.00 mp 12/24/92

122738-19

RESTATED NONPROFIT ARTICLES OF INCORPORATION

OF

LUKE-DORF, INC.

ARTICLE I

NAME

The name of the corporation is Luke-Dorf, Inc.

ARTICLE II

PURPOSE

The corporation is organized and shall be operated exclusively as a charitable organization which shall have and may exercise all of the rights and powers given to a nonprofit corporation under the Oregon Nonprofit Corporation Law. Without limiting the foregoing, the corporation will provide residential and supportive services for adults with severe and persistent mental illness.

ARTICLE III

RESTRICTIONS

The corporation is intended to qualify as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"). Notwithstanding any other provision of these articles, the corporation shall not carry on any activities not permitted to

122738-19

be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or corresponding provisions of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(3) of the Code or corresponding provisions of any future federal tax code.

Without limiting the generality of the foregoing, no part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publishing of statements) any political campaign on behalf of any candidate for public office.

During any period of time in which the corporation shall be classified as a private foundation within the meaning of Section 509 of the Code or corresponding provisions of any future federal tax laws, the corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; shall distribute its income and, when necessary, amounts from principal at such time and in such manner as not to

122738-19

subject the corporation to the taxes on the failure to distribute income imposed by Section 4942 of the Code; shall not retain any excess business holdings as defined in Section 4943(d) of the Code; shall not make any investments in such manner as to subject the corporation to the taxes on investments which jeopardize charitable purposes imposed by Section 4944 of the Code; and shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE IV

DISSOLUTION

Upon the dissolution or final liquidation of the corporation, after the payment or provision for payment of all of the liabilities of the corporation, all of the remaining assets shall be distributed to one or more tax exempt organizations described in section 501(c)(3) of the Code, or the corresponding provisions of any future federal tax code, selected by the board of directors.

ARTICLE V

DESIGNATION

The corporation is a public benefit corporation.

122738-19

ARTICLE VI

MEMBERS

The corporation shall have no members.

ARTICLE VII

ELIMINATION OF PERSONAL LIABILITY

No director or uncompensated officer of the corporation shall be personally liable to the corporation for monetary damages for conduct as a director or officer; and no officer of the corporation shall be liable to the corporation or other person for any action taken or not taken as an officer if the officer acts in compliance with the standards of conduct for officers set forth in Chapter 65 of the Oregon Revised Statutes; provided however, that this provision shall not eliminate the liability of a director or officer for any conduct for which liability may not be eliminated under Chapter 65 of the Oregon Revised Statutes. No amendment to Chapter 65 of the Oregon Revised Statutes that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a director or officer for any act or omission which occurs prior to the effective date of the amendment.

122738-19

ARTICLE VIII

NO INDEMNIFICATION

The Corporation is not required to indemnify an officer or director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the officer or director was a party because of being an officer or director of the corporation.

ARTICLE VIII

MAILING ADDRESS

Notices may be mailed to the Corporation's principal office at 10313 SW 69th Avenue, Tigard, Oregon 97223-9103.

Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503)986-2200
Fax: (503)378-4381
www.sos.state.or.us/corporation/corphp.htm

Registry Number: 122738-19
Date of Incorporation: 08/01/1977
Type: DOMESTIC NONPROFIT CORPORATION

10/07/2005

JON MEUSCH
FAX: (503) 620-0399

FILED
NOV 16 2005
OREGON
SECRETARY OF STATE

RE: LUKE-DORF, INC.
REINSTATEMENT AMENDED

Please complete and return this letter and any enclosed documents for filing the requested reinstatement/reactivation.

Submit $100.00 for the required fees.

The above entity hereby requests to be active on the records of the Corporation Division. The effective date of administrative dissolution is 9-30-05.

The reason(s) for administrative dissolution has been eliminated or did not exist.

By: _____ Date: 10/20/05
(Authorized Signature)

Any fees submitted with this document are nonrefundable and will be held for 45 days. If the document is returned for filing within 45 days no additional fees will be due unless otherwise stated in this letter.

Business Registry
Corporation Division
(503) 986-2200

TROBEL
NONFILEABLE
10/07/2005

10-25-05 20 13 100 —

TB 11-16

Articles of Amendment - Nonprofit

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - http://www.FilingInOregon.com - Phone: (503) 986-2200

FILED

JUL 11 2016

OREGON
SECRETARY OF STATE

For office use only

REGISTRY NUMBER: 122738-19

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in **Black** Ink.

1) **ENTITY NAME:** Luke-Dorf, Inc.

2) **STATE THE ARTICLE NUMBER(S):** and set forth the article(s) as it is amended to read. (Attach a separate sheet if necessary.)

Article VIII is amended to read in its entirety as follows.....(see attachment)

3) **THE AMENDMENT WAS ADOPTED ON:** 05/28/2016

(If more than one amendment was adopted, identify the date of adoption of each amendment.)

4) **CHECK THE APPROPRIATE STATEMENT:**

☐ Membership approval was not required. The amendment(s) was approved by a sufficient vote of the board of directors or incorporators.

☒ Membership approval was required.

The membership vote was as follows:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST
Non-Profit	6	6	6	0

5) **EXECUTION:** (Must be signed by at least one officer or director.)
By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: _____ Printed Name: John Trinh Title: CEO

CONTACT NAME: (To resolve questions with this filing.)
John Trinh

PHONE NUMBER: (Include area code.)
503-726-3702

F R N P F
LUKE-DORF, INC.
12273819-17102077 AMDART

ARTICLES OF AMENDMENT
OF
LUKE-DORF, INC.

ARTICLE 1
Name

The name of the corporation is Luke-Dorf, Inc.

ARTICLE 2
Amendment

ARTICLE VIII is amended to read in its entirety as follows:

8.1 Indemnification. The Company will indemnify an individual against liability incurred in a proceeding to which the individual was made a party because the individual is or was a director or officer to the fullest extent permitted by law.

8.2 Payment of Expenses. The Company will pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition of the proceeding to the fullest extent permitted by law.

8.3 No Elimination or Impairment.

8.3.1 The Company may not amend these Articles of Incorporation or the Company's bylaws so as to eliminate or impair a director's or officer's right to indemnification after an act or omission occurs that subjects the director or officer to a proceeding or to liability for which the director or officer seeks indemnification under the terms of these Articles of Incorporation or the Company's bylaws.

8.3.2 The Company may not amend or rescind these Articles of Incorporation, the Company's bylaws, or a resolution that authorizes a payment of expenses so as to eliminate or impair a director's or officer's right to payments after an act or omission occurs that subjects the director or officer to a proceeding for which the director or officer seeks payment.

ARTICLE 3
Date of Adoption

This amendment was adopted on May 28th, 2016.

ARTICLE 4
Approval

This amendment was adopted by board of directors without shareholder action. Shareholder action was not required.

1227384-9

ARTICLE 5
Effective Date

These articles of amendment will become effective on May 28th, 2016

Dated: May 28th, 2016

Luke-Dorf, Inc.

By: John Trinh
Its: CEO

Person to contact about this filing: John Trinh
Daytime phone number: (503) 726-3702

Articles of Amendment - Nonprofit

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 – sos.oregon.gov/business - Phone: (503) 986-2200

FILED: SEP 18, 2020
OREGON SECRETARY OF STATE

12273819-21409830

REGISTRY NUMBER: 122738-19

NEW NARRATIVE. **AMDART**

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is pu
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in **Black** Ink.

1) **ENTITY NAME:** Luke-Dorf, Inc.

2) **STATE THE ARTICLE NUMBER(S):** and set forth the article(s) as it is amended to read. (Attach a separate sheet if necessary.)

Article I: The name of the corporation is NEW NARRATIVE.

3) **THE AMENDMENT WAS ADOPTED ON:** July 24, 2020

(If more than one amendment was adopted, identify the date of adoption of each amendment.)

4) **CHECK THE APPROPRIATE STATEMENT:**

☐ Membership approval was not required. The amendment(s) was approved by a sufficient vote of the board of directors or incorporators.

■ Membership approval was required.

The membership vote was as follows:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST
Non-profit	10	10	10	0

5) **EXECUTION:** (Must be signed by at least one officer or director.)
I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature: [signature]

Printed Name: John Trinh

Title: CEO

CONTACT NAME: (To resolve questions with this filing.)
John Trinh

PHONE NUMBER: (Include area code.)
503-726-3702

FEES

Required Processing Fee $50

No Fee for **Nonprofit Type Change.**

Processing Fees are nonrefundable. Please make check payable to "Corporation Division."

Free copies are available at sos.oregon.gov/business, using the Business Name Search program.

Washington County, Oregon
10/25/2005 03:59:16 PM
D-PPS Cnt=1 Stn=21 RECORDS1
$20.00 $5.00 $11.00 - Total = $37.00

2005-133472

00855897200501334720040040

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Return Recorded Document To:
Oregon Housing and Community Services
PO Box 14508
Salem, Oregon 97309-0409
Attn: Jeffrey Puterbaugh – Housing Development Representative

SPACE ABOVE FOR RECORDER'S USE

HOUSING DEVELOPMENT GRANT PROGRAM
PROJECT USE AGREEMENT

THIS AGREEMENT is made this 19th day of October, 2005, between Luke-Dorf, Inc. ("Recipient") and Oregon Housing and Community Services ("OHCS," "Department").

PART I: PURPOSE

Department has made available to Recipient a conditional grant in the amount of One Hundred Thousand Dollars ($100,000.00) ("Grant") to partially meet the costs of rehabilitation of a five bedroom group home project in Tigard, Oregon, more particularly described in Exhibit A hereto, known as Edwin House ("Project").

PART II: COMMITMENT TO AFFORDABILITY

Recipient agrees that the Housing Development Grant funds will be used for five-bedroom group home in the Project. The five-bedroom group home will house very low income persons. Very low income is defined as households at or below 50% of the county median income as published annually by the U.S. Department of Housing and Urban Development ("HUD"). This commitment to affordability will be effective for a period of Thirty (30) years. If, at any time from the day first written above, the property is used for other than this purpose during this period, the Grant provided by Department may, with reasonable notice, be called by OHCS for repayment to same by or on behalf of Recipient, its successors or assigns.

PART III: COMMITMENT TO SOCIAL SERVICE PROGRAMS

Recipient agrees that a service plan in accordance with their project description will be offered to residents, a copy of which is attached to this Agreement as Exhibit B and by this reference made a part of it. Recipient further agrees that if at any such time the above-referenced service programs or reasonable substitutes are not being provided, Department may, with reasonable notice to Recipient, call for repayment of the Grant by or on behalf of Recipient, its successors or assigns.

PART IV: SUBORDINATION.

The Department, at its sole discretion, may subordinate this Agreement to other financing on the Project.

2005-133472

PART V: FORECLOSURE

In the event the construction and/or permanent lender, its successors or assigns, lawfully acquire title to the project through foreclosure or deed in lieu of foreclosure, neither the lender nor any subsequent purchaser of the project following such a foreclosure or deed in lieu of foreclosure shall be deemed a "successor or assign" of the Recipient, and neither the lender nor such subsequent purchaser shall have any obligation to repay the Grant to OHCS and all conditions and restrictions contained herein shall terminate on the date, if any, that the project is so acquired by foreclosure or deed in lieu of foreclosure.

IN WITNESS WHEREOF, Department and Recipient have caused this Agreement to be signed by their duly authorized officers as of the first day written above.

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT

By: Betty Markey
Betty Markey, Manager
Housing Resources Section

By:
Howard Spanbock
Title Executive Director

STATE OF OREGON)
)ss:
County of Marion)

The foregoing instrument was acknowledged before me this 19th day of October 2005, by Betty Markey who is Manager of the Housing Resources Section of Oregon Housing and Community Services, on behalf of OHCS.

OFFICIAL SEAL
SUSAN BAILEY
NOTARY PUBLIC-OREGON
COMMISSION NO. 395046
MY COMMISSION EXPIRES SEPT. 08, 2009

Susan Bailey
Notary Public for the State of Oregon
My commission expires: 9-8-09

STATE OF OREGON)
)ss:
County of WASHINGTON)

The foregoing instrument was acknowledged before me this 21st day of June 2005, by HOWARD SPANBOCK who is the EXECUTIVE DIRECTOR of LUKE-DORF INC., on behalf of the Recipient.

OFFICIAL SEAL
DON ESPINOZA
NOTARY PUBLIC-OREGON
COMMISSION NO. 386636
MY COMMISSION EXPIRES NOV. 8, 2008

Notary Public for the State of Oregon
My commission expires: 11-8-08

2005-133472

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Parcel 1, PARTITION PLAT NO. 1995-086, in the City of Tigard, County of Washington and State of Oregon.

PARCEL 2:

Parcel 2, PARTITION PLAT NO. 1995-086, in the City of Tigard, County of Washington and State of Oregon.

TOGETHER WITH an easement for access over Parcel 1, as delineated on the face of said plat.

PARCEL 3:

Parcel 3, PARTITION PLAT NO. 1995-086, in the City of Tigard, County of Washington, and State of Oregon.

TOGETHER WITH an easement for access over Parcels 1 and 2, as delineated on the face of said plat.

2005-133472

EXHIBIT B

COMMITMENT TO SOCIAL SERVICE PROGRAMS

1. Describe the specific resident services that will be provided or coordinated for the tenants of this project. Why are these services appropriate for the tenants? List any actual or proposed contractual agreements with local service providers. Describe how resident services will be coordinated with ongoing property management of the project.

The target population of adults with persistent mental illness can only be expected to progress in independence and self-sufficiency with intensive wraparound services. Luke-Dorf provides a complete array of psychiatric supports tailored to this population and continually updated to reflect evidence-based best practices with demonstrated outcomes. In addition, Luke-Dorf has collegial relationships with other provider agencies (such as Community Action, LifeWorks NW, Homestreet/Banyan Tree, Community Housing Partners) in case clients need additional resources or are planning to move to another area. Our resident services plan consists of case management, coordination with medical PCP, Dual Diagnosis Treatment program, group individual therapy. Each client's case management plan addresses goals identified by the client and generally includes management of mental health symptoms, engagement in treatment, social support, education financial goals, therapeutic activities such as community involvement, volunteering, and recreation, employment readiness, and housing readiness.

2. Complete the Table below:

TYPE OF RESIDENT SERVICE	PROVIDED AT WHAT LOCATION	WHO WILL PROVIDE OR COORDINATE	ANTICIPATED OUTCOME OR GOAL
Mental Health Case Management	On-Site or at Client Services	Service Coordinator in coordination with other staff such as therapy interns and Dual Recovery Program Manager	100% of clients will have decreased rate of hospitalization; progress toward goals as demonstrated on yearly treatment plan update
Participation in Dual Recovery group and individual programming	Client Services Building and on-site	Dual Recovery Program Manager	95% of clients will demonstrate longer periods of sobriety versus prior year
Coordinate services/referrals to outside agencies	Client Services Building	Dual Recovery Program Manager/Service Coord	50% cls, will make progress toward employment and perm. hsg goals

City *of* Tigard
Memorandum

To: Eric Kang, Finance Director

From: Schuyler Warren, Senior Planner

Re: NHA 2024 Applications for Tax Exemption

Date: March 6, 2024

Northwest Housing Alternatives (NHA) has submitted an application for low-income housing tax exemptions for a property that the organization intends to take occupancy on prior to the end of the calendar year. This property is currently subject to no property taxes because the underlying land is owned by the City of Tigard. The city leased the property to NHA for the development of affordable housing. The tax exemption would be applied to these improvements to the property

Addresses:
8815 SW O'MARA ST

Tax Lots:
2S102DB09600

Real Property Account #s:
R2214598

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

NHA submitted with their applications a copy of an Internal Revenue Service letter, dated August 24, 1989, verifying that NHA qualifies as a 501(c)(3) organization. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

NHA has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed for one or more exempt purposes within the meaning of

Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state, or local government for a public purpose. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

NHA has provided signed and recorded affordability covenants stating that the properties will be occupied by qualifying of low income persons. This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

NHA has submitted signed documents stating that all seven properties are fully dedicated to nonprofit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050.

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

Staff had determined that the above-named properties owned by NHA meet the criteria for tax exemption.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to NHA is consistent with the applicable TMC standards and with adopted city housing policies.

Northwest Housing Alternatives

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

Wednesday, January 17, 2024

City of Tigard
Attn: Schuyler Warren
Senior Planner/Community Development
13125 SW Hall Blvd,
Tigard, OR 97223

Re: Tax Exemption Application

Schuyler,

Please review our application for tax exemption for 2024/2025 provide by sections in 3.50 of Tigard City Code.

A. The application must include the following information
    1. The applicant's name, address, and telephone number:
        a. Northwest housing Alternatives
        b. 2316 SE Willard St., Milwaukie, OR 97222
        c. 503-654-1007

    2. The assessor's account number for each site;
        a. Property Tax Account Number R2214598 / Tax Lot ID 2S102DB09600

    3. The number of units and the exempted amount of each property being applied for under this chapter;
        a. 58
        b. 100%

Northwest Housing Alternatives

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

4. A description of the property for which the exemption is requested;
    a. Alongside Senior Apartments, partnership name Tigard Senior Housing LP, is located on City of Tigard land directly adjacent to the Tigard Senior Center, Fanno Creek natural area, and Tigard City Hall and within easy walking distance of public transit. These apartments provide 57 apartment homes for seniors age 62 and older and one manager's unit. The project includes 40% of its units serving 30% AMI or below primarily through the use of project based rental assistance in alignment with Metro Bond goals. The remaining 60% of units serves 50% AMI or below through the use of OAHTCs that were awarded to the project with OHCS and Umpqua Bank.

       The apartment homes come with fully equipped kitchens, dishwashers, walk-in showers, walk-in closets, air-conditioning, and emergency response. The project includes community outdoor space, a lounge with fireplace and a community room with a teaching kitchen. Other amenities include a private meeting room adjacent to the lobby, laundry facilities, covered outdoor seating areas, and an enclosed roof top amenity space.

       In an attractive wooded setting with creek access and within the newly developing and highly walkable Tigard City core, residents enjoy active lifestyles and community connections. Onsite resident services provide links to opportunities for stability, growth, community building and independence. Connections with the directly adjacent Tigard Senior Center will provide meals, exercise, financial and legal education and supports and transportation connections for medical, shopping and community activities.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose;
    a. Northwest Housing Alternatives is a 501(c)(3) exempt organization whose purpose is to develop affordable housing. We are the leading nonprofit affordable housing developer in Oregon with a current portfolio of 1848 units across 16 counties. The money we save from property tax exemptions is funneled directly back into operations and further helps us to carry out our mission.

6. A certification of income levels of low income occupants;
    a. Please see the attached Reservation and Extended Use Agreement with OHCS.

Northwest Housing Alternatives

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

7. A description of how the tax exemption will benefit project residents;
    a. The savings resulting from the exemption helps to fund our resident services program at the property and is critical to making low-income housing development projects possible. With the reduction in costs, we have more cash flow to take on private debt, which means we are able to construct the project with higher quality building materials and therefore enhanced durability. It also allows us to provide greater amenities. Without the property tax exemption, the dwelling's quality would be reduced and the property would be less able to service its residents over the committed affordability period.

8. A declaration that the corporation has been granted an exemption from income taxes under the 26 U.S.C. Section 501(c)(3) or (4);
    a. See attached IRS 501(c)(3) confirmation letter
9. A description of the development of the property if the property is being held for future low-income housing development; and
    a. Building is now leased

10. Any other information required by state or local law or which is otherwise reasonably necessary to effectuate the purposes of this chapter at the time the application is submitted.

B. The application must include the following statements:
    1. That the applicant is aware of all requirements for property tax exemption imposed by this chapter;
    2. That the applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low-income persons, will qualify for exemption at the time of application approval or within 0 days of the March 1 application deadline;
    3. That the applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and
    4. That the applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

Northwest Housing Alternatives

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

C. The applicant must verify the information provided in this application as required by subsections A and B above by oath or affirmation. (Ord. 19-17 1; Ord. 96-34)

All the information in this application is true to the best of my belief and knowledge and is for the purpose of determining eligibility for the tax exemption program authorized by ORS 370.540-370-548.

X Trell Anderson

Trell Anderson
Executive Director

For: Northwest Housing Alternatives

Subscribed and Sworn to before me this 1ST day of FEBRUARY 2024.

X Nicole Kathryn Freeman

Nicole Kathryn Freeman
Notary Public for Oregon

OFFICIAL STAMP
NICOLE KATHRYN FREEMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1021879
MY COMMISSION EXPIRES MARCH 03, 2026

My Commission Expires MARCH 03, 2026

158977-13

FILED

AUG 17 1995

Secretary of State

CERTIFICATE ACCOMPANYING
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF NORTHWEST HOUSING ALTERNATIVES, INC.
PURSUANT TO ORS 65.451(6)

1. The name of the corporation is Northwest Housing Alternatives, Inc.

2. A copy of the Amended and Restated Articles of Incorporation of Northwest Housing Alternatives, Inc. is attached hereto.

3. The corporation has no members.

4. The Amended and Restated Articles of Incorporation of Northwest Housing Alternatives, Inc. contain amendments which require approval by the Board of Directors.

5. The Amended and Restated Articles of Incorporation were approved on August 14, 1995 by a majority of the Board of Directors at a meeting properly called for that purpose.

I declare under penalty of perjury that I have examined the foregoing and to the best of my knowledge and belief it is true, correct and complete.

Dated this fourteenth day of August, 1995.

By Winston Kurth
Winston Kurth
Secretary/Treasurer

Person to contact about this filing:

John H. Gadon
Garvey, Schubert & Barer
121 S.W. Morrison Street
Portland, Oregon 97204
(503) 228-3939 Daytime Telephone Number

75214/32112-00200

08189502112 831.219 10.00

NORTHWEST HOUSING ALTERNATIVES,

15897713-2452827 NBA

VOID IF ALTERED OR ERASED
VOID IF ALTERED OR ERASED
VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

158977-13

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF NORTHWEST HOUSING ALTERNATIVES, INC., A NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I
Name; Duration; Public Benefit Corporation

The name of the Corporation shall be the Northwest Housing Alternatives, Inc. and its duration shall be perpetual. This Corporation is a public benefit corporation.

ARTICLE II
Purposes and Powers

2.1 The Corporation is organized and shall be operated exclusively for charitable purposes, within the meaning of Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including, without limitation, (i) the relief of poverty and distress through the development, construction and operation of safe, sanitary and affordable housing for, and the provision of related services to, low-income individuals and families, including the homeless, elderly and disabled, in Oregon, (ii) combating community deterioration through the development, construction and operation of such housing, and by fostering community development in disadvantaged areas and (iii) working with other public and private entities to address the needs of low-income individuals and families in Oregon and to assist such individuals in achieving self-sufficiency.

2.2 The Corporation shall have the power to engage in any lawful activity for which corporations may be organized under the Act, as amended from time to time, provided that such activities are consistent with the purposes of the Corporation set forth in Section 2.1 and the restrictions and limitations on the corporation set forth in Article III of these Articles of Incorporation.

ARTICLE III
Restrictions

3.1 Nonprofit Status. The Corporation shall not have or issue shares of stock. The Corporation is not organized for profit, and no part of its net earnings shall inure to the benefit of any Director or Officer of the Corporation, or any private individual, except that the Corporation shall be authorized and empowered to reimburse the expenses of its Directors in accordance with the Bylaws of the Corporation, and to make payments and distributions in furtherance of the purposes of the Corporation and subject to the limitations of this Article III.

VOID IF ALTERED OR ERASED
VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

158977-13

3.2 Distributions; Dissolution. No Director of Officer of the Corporation, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation or the winding up of its affairs. Upon such dissolution or winding up, after paying or making adequate provision for the payment of all of the liabilities of the Corporation, all remaining assets of the Corporation shall be distributed by the Board of Directors, for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or shall be distributed to an organization that then qualifies for exemption under Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or to the federal government or a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of Clackamas County, Oregon, exclusively for such purposes or to such an exempt organization or organizations as such Court shall determine.

3.3 Prohibited Activity.

(a) No substantial part of the activities of the Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise except as may be permitted to organizations qualified for exemption under Section 501(c)(3) of the Code, or corresponding section of any future federal tax code. The Corporation shall not, directly or indirectly, participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not have objectives or engage in activities which characterize it as an "action" organization within the meaning of the Code.

(b) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on activities not permitted to be conducted or carried on (i) by an organization exempt from federal income tax under Section 501(c)(3) of the Code or corresponding section of any future federal tax code, or (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of the Code or corresponding section of any future federal tax code, (iii) by a corporation exempt from the Oregon Corporation Excise Tax under ORS 317.080, as amended, or corresponding section of any future Oregon tax code.

ARTICLE IV
Members

The Corporation shall have no members.

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VOID IF ALTERED OR ERASED
VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

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ARTICLE V
Board of Directors

The number, manner of election and terms of persons serving on the Board of Directors shall be fixed by the Bylaws of the Corporation; provided, however, that, in no event, shall the number of directors be less than three.

ARTICLE VI
Bylaws

The Board of Directors shall adopt, and shall have the power to amend or repeal, the Bylaws of the corporation, by a majority vote of the Board.

ARTICLE VII
Limitation of Director Liability

To the fullest extent that the Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of Directors and "Uncompensated Officers" (as defined in the Act), a Director or an Uncompensated Officer of this Corporation shall not be liable to this Corporation for monetary damages for conduct as a Director or an Uncompensated Officer. Any amendments to or repeal of this Article or the Act shall not adversely affect any right or protection of a Director or Uncompensated Officer of this Corporation for or with respect to any acts or omissions of any such Director or Uncompensated Officer occurring prior to such amendment or repeal.

ARTICLE VIII
indemnification

To the fullest extent not prohibited by law, the Corporation: (i) shall indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of this Corporation), by reason of the fact that the person is or was a Director or Uncompensated Officer of this Corporation, and (ii) may indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of this Corporation), by reason of the fact that the person is or was a compensated Officer, employee or agent of this Corporation, or a fiduciary (within the meaning of the Employee Retirement Income Security Act of 1974), with respect to any employee benefit plan of this Corporation, or serves or served at the request of this Corporation as a Director or Officer of, or as a fiduciary (as defined above) of an employee benefit plan of, another corporation, partnership, joint venture, trust or other enterprise.

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VOID IF ALTERED OR ERASED
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This Article shall not be deemed exclusive of any other provisions for the indemnification of Directors, Officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of shareholders or Directors or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of this Corporation.

ARTICLE IX
Mailing Address

The address that the Corporation Division may use for mailing notices to the corporation, which is the principal office of the corporation, is:

2316 S.E. Willard
Milwaukie, Oregon 97222

ARTICLE X
Amendment of Articles

These Articles may be amended only if such amendment is approved by a majority of the Board of Directors.

These Amended and Restated Articles of Incorporation have been adopted as of the fourteenth day of August, 1995.

Winston Kurth
Secretary/Treasurer

Person to contact about this filing:

John H. Gadon
Garvey, Schubert & Barer
121 S.W. Morrison Street, 11th Floor
Portland, Oregon 97204

Daytime Phone Number: (503) 228-393
75212.2

In Tigard and other jurisdictions that have adopted the policy of exemption at ORS 307.540 et seq., the sponsor that either owns the affordable housing or acts as the general partner of the partnership must be a 501(c)(3) or 501(c)(4) nonprofit corporation for federal tax purposes. Under the section cited by the City, both ORS 307.541(1)(a) and ORS 307.541(1)(b) are applicable to the nonprofit corporation, rather than the partnership permitted to be the owner under the control of the nonprofit corporation under ORS 307.541(4) (and permitted to have as its general partner a single-member LLC of which a nonprofit is the sole member under ORS 307.022). Just as a partnership would not be expected to satisfy the requirement under ORS 307.541(1)(a) that it be either a 501(c)(3) or 501(c)(4) nonprofit corporation (which it cannot do), similarly subsection ORS 307.541(1)(b) is intended to apply to 'the [nonprofit] corporation" and is consistent with the federal requirement that 501(c)(3) nonprofits are required to distribute their assets upon dissolution only for exempt purposes, i.e., for religious, charitable, scientific, literary, or educational purposes to other exempt nonprofits or to the federal or state or local government for a public purpose. In this case, NHA is a 501(c)(3) corporation and as such, its organizational documents restrict the distribution of its assets upon dissolution to other nonprofits organized exclusively for exempt purposes – please refer to section 3.2 of its A&R Articles.

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STATE OF OREGON
HOUSING AND COMMUNITY SERVICES DEPARTMENT

4% LOW-INCOME HOUSING TAX CREDIT RESERVATION AND EXTENDED USE AGREEMENT

This 4% Low-Income Housing Tax Credit ("**LIHTC**") Reservation and Extended Use Agreement (this "**Agreement**" or "**REUA**") is made and entered into as of this 1st day of **April, 2022** by and between the State of Oregon, acting by and through its Housing and Community Services Department, together with its successors and assigns (hereafter, collectively known as "**OHCS**") and **Tigard Senior Housing Limited Partnership**, an Oregon limited partnership (the "**Owner**").

RECITALS

A. Owner is or will be the owner of a **one (1)** -building, **fifty-eight (58)** -unit affordable multifamily rental housing development with common areas (collectively, the "**Improvements**") located on land in the City of **Tigard**, County of **Washington**, State of Oregon, more particularly described in Exhibit A hereto (the "**Property**"), in which the Owner holds a long-term leasehold interest pursuant to a Ground Lease Agreement between the Owner, as Tenant, and the City of Tigard, as Landlord. The Property, together with the Improvements, are collectively hereinafter referred to as the "**Project**" and is known as the "**Tigard Senior Housing**".

B. OHCS has been designated by the Governor of the State of Oregon as the housing credit agency for the State of Oregon for the allocation ("**Allocation**") of 2022 low-income housing tax credit dollars (the "**Credit**") pursuant to Section 42 of the United States Internal Revenue Code of 1986, as amended (the "**IRC**" or "**Code**").

C. Owner has applied to OHCS for a reservation ("**Reservation**") of an Allocation of Credit to partially assist in the financing of the Project in an aggregate amount not to exceed **NINE MILLION SEVEN HUNDRED AND ONE THOUSAND ONE HUNDRED AND THIRTY DOLLARS ($9,701,130)**, and available in yearly increments with each increment not to exceed **NINE HUNDRED AND SEVENTY THOUSAND ONE HUNDRED AND THIRTEEN DOLLARS ($970,113).**

D. OHCS has agreed to make a Reservation of an Allocation of Credit for the Project pursuant to the terms of this Agreement, including the Declaration of Land Use Restrictive Covenants (the "**Declaration**") to be subsequently executed and recorded by Owner in the official records of the county or counties in which the Project is located, which Declaration is incorporated herein by this reference. The terms of the IRC, all applicable rules, rulings, policies, procedures, regulations, or other official statements promulgated or proposed and published by the United States Department of the Treasury ("**Treasury**"), the Internal Revenue Service (the "**IRS**"), or the United States Department of Housing and Urban Development ("**HUD**") from time to time pertaining to Owner's obligations under the IRC or other federal law (collectively, the "**Regulations**"), the terms of this REUA, the Declaration, applicable OHCS administrative rules, manuals, and directives, and any

other applicable state or local laws, ordinances, or covenants (including all of the foregoing as amended from time to time) are collectively referred to hereinafter as the "**Credit Requirements**".

E. Owner is willing to comply with the Credit Requirements for an Allocation of Credit from OHCS.

AGREEMENT

For good and sufficient consideration, including the terms and conditions of this Agreement, the parties covenant and agree as follows:

SECTION 1 - INCORPORATIONS; DEFINITIONS

(a) **Incorporation.** The foregoing Recitals and Exhibit A are incorporated into this Agreement by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the Recitals and Exhibit A shall not be deemed to modify the express provisions hereinafter set forth. Identified documents are incorporated as herein described.

(b) **Definitions.** All the words and phrases used in this Agreement, as applicable, shall have the meanings given herein or as used in the Regulations and other Credit Requirements unless the context clearly requires otherwise.

SECTION 2 – REPRESENTATIONS, WARRANTIES, AND COVENANTS OF OWNER

Owner represents warrants and covenants that:

(a) **Nature of Entity.** Owner is an **Oregon limited partnership**, duly organized, validly existing, and authorized to do business under the laws of Oregon and it has the power and authority to transact the business in which it is engaged and to enter into and perform this Agreement.

(b) **Authorization.** The making and performance of this Agreement by Owner has been duly authorized by all necessary action of Owner; do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Owner's organizing documents or authorizing statutes; and do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Owner is a party or by which Owner or any of its properties is bound or affected and do not and will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) **Valid and Binding Acts**. This Agreement, when executed and delivered, shall be a valid and binding obligation of Owner enforceable in accordance with its terms.

(d) **Compliance.** Owner agrees to fulfill all terms and conditions of this Agreement, including all Credit Requirements.

(e) **Project Completion.** Owner shall complete the Project no later than **December 31, 2024** and in accordance with the plans and specifications that have been approved by OHCS or modifications to those plans and specifications, which modifications must be approved by OHCS and in accordance with the terms and conditions of this Agreement.

(f) **Single-Asset Entity.** Owner is and at all times during the term of this Agreement, including but not limited to the Affordability Period (defined below), will be a single-asset entity, i.e., owning (subject to the leasehold referenced above in Recital A) and operating only the Project and no other asset.

(g) **Limitation on Debt**. Except to the extent of debt to which OHCS expressly agrees to be subordinated to in writing, Owner will have no other debt that does or may result in a lien against the Project without prior written consent from OHCS other than debt to the primary lender associated with Project repairs, casualty loss, eminent domain, and similar circumstances.

(h) **Further Acts.** Owner will do, make, execute, and deliver all such additional and further acts, instruments, or papers as OHCS may require in its sole discretion to protect OHCS' rights under this Agreement.

(i) **Reliance.** OHCS may rely upon statements, certificates, and other records of Owner and its agents and assigns, as well as of occupants of Qualified Units, including as to accuracy, genuine nature, and proper execution of such statements, certificates, and other records.

(j) **Consultation with Counsel**. OHCS may consult with counsel, and the opinion of such counsel will be full and complete authorization and protection as to any action taken or suffered by OHCS in good faith and in conformity with the opinion of such counsel with respect to this Agreement or the Project.

(k) **Preservation.** Owner acknowledges and agrees that the Project is a "participating property" as defined in ORS 456.250 and, as such, is subject to the requirements, among other things, of ORS 456.250 through 456.265. Owner and any successors or assigns are bound by and will comply with the terms of ORS 456.250 through 456.265 and other related Credit Requirements with respect to the Project.

(l) **Waiver of Right to Propose Project Change.** OHCS herein denies, and Owner irrevocably waives and releases, any right by Owner or its successors to request a Qualified Contract (as defined in IRC Section 42(h)(6)(F)) as provided under IRC Section 42(h)(6)(E) or otherwise.

(m) **Prevailing Wage Compliance.** Owner will, prior to undertaking the Project, provide OHCS with a copy of a determination letter by the Oregon Bureau of Labor and Industries (BOLI) as to the application of Oregon's prevailing wage laws to the Project. Owner will comply with all applicable requirements arising under any state or federal prevailing wage laws with respect to the Project.

SECTION 3 - CREDIT RESERVATION; PROJECT INCOME AND RENT RESTRICTIONS; AFFORDABILITY PERIOD

(a) Reservation. OHCS hereby conditionally grants a Reservation for a Credit Allocation in an aggregate amount not to exceed **NINE MILLION SIX HUNDRED AND FIFTEEN THOUSAND SEVEN HUNDRED AND FIFTY-ONE DOLLARS ($9,615,751)**, and available in yearly increments with each increment not to exceed **NINE HUNDRED AND SIXTY-ONE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS ($961,575)** to Owner for development of the Project. The Project involves the new construction of **one (1) qualified low-income residential building** on the Property. The Project will consist of **fifty-eight (58)** residential units (including **one (1)** manager unit) and related common areas and improvements, of which **fifty-seven (57)** units will be income and rent-restricted for low-income persons as further described below (the "**Qualified Units**"). However, if the **one (1)** manager unit is not occupied by a manager, it will be income and rent-restricted for low-income persons and considered a Qualified Unit as further described below. This conditional Reservation for the described Credit Allocation is further subject to Owner's satisfaction of the terms of this Agreement, including applicable Credit Requirements.

(b) Rent and Income Restrictions. Owner shall restrict Project rents and incomes as follows:

(1) Owner has elected to satisfy the minimum IRC Section 42 option of restricting **forty** percent (**40%**) of the total rental units in the Project and related common areas to persons with a combined maximum household median family income of **sixty** percent (**60%**) as determined by HUD and to correspondingly restrict rents for such units to limits established herein, including the Credit Requirements.

(2) Notwithstanding the minimum IRC election above, Owner additionally has elected to **further** restrict income and rents to **one hundred percent (100%)** (the "**Applicable Fraction**") of the total Qualified Units consistent with Credit Requirements and as more fully provided in the table below.

Unit Type	Number of Units	Maximum Percent of Median Family Income As Determined by HUD	Maximum Rent Standards As Determined by HUD
1 bedroom	57	60%	60%
Manager (2 bedroom)	1	N/A or 60% if not occupied by Manager	N/A or 60% if not occupied by Manager

* The **maximum restricted-incomes** for the Qualified Units reflected in the above table are based upon the rent-restriction election made by Owner in the Application as approved in the Reservation. Maximum restricted-incomes consistent with the foregoing standards are published by HUD, adjusted for family size and Project location.

** The **maximum restricted-rents** for the Qualified Units, as published by HUD, correspond to the elected income limits and Maximum Rent Standards payable by Qualified Units' tenants ("**Qualified Tenants**") reflected in the table, but actual rents for the Project payable by Qualified Tenants may be lower depending

on the terms of other applicable rent subsidies or OHCS rent-approval requirements. Under no circumstances will tenants be required to pay more rent than that allowed by applicable rent-subsidy programs or Credit Requirements, the most conservative restrictions having precedence.

*** The table shows maximum income and rent standards rounded up to the nearest percentile. The Owner has represented to OHCS in its Application that the rent payable by Qualified Tenants and income levels of Qualified Tenants will not exceed the maximums identified in the foregoing table and will otherwise comply with Credit Requirements.

(c) Rent Restrictions. Throughout the Affordability Period, the Owner will restrict gross rents with respect to the Qualified Unit(s) in compliance with Credit Requirements, with not-to-exceed limits as reflected in the above table. The not-to-exceed limits are indicated as a percentage of the applicable area (county) median family income determined by OHCS based upon information from HUD or other applicable source.

(i) Actual Unit Rents. Net rents allowable to the Owner are not more than allowable gross rents, less an appropriate utility allowance. Actual approved rents for Qualified Units, as determined by OHCS in its sole discretion, may be lower than allowable net rents, but not in excess of allowable net rents. In exercising its discretion, OHCS may consider factors including, but not limited to, the current cash flow of the Project. OHCS has sole authority and discretion in the determinations of what is an appropriate utility allowance and what other charges by Owner must be subsumed within approved Rents as normal or standard charges for Project occupancy.

(ii) Limitation of Unit Rents and Other Project Fees. OHCS also may limit other Project unit rents and Project fees as it determines, in its sole discretion, is necessary or appropriate to ensure the affordability of or access to Qualified Units. Project unit rents and Project fees limited under this subparagraph may only be increased subject to prior written approval by OHCS in accordance with the procedures of paragraph (iii) of this Subsection.

(iii)Prior Approval of Rents. Owner must obtain prior written approval from OHCS for setting or increasing Qualified Units' rents. The Owner may request an increase in rents annually in writing, together with supporting documentation (including a schedule of rents for all Project units), all satisfactory to OHCS, which request will be deemed approved if not in excess of Credit Requirements limits and not denied or modified by OHCS within ninety (90) days of its receipt by OHCS. Subject to Credit Requirements, OHCS may approve, deny or modify such rent increase requests at its sole discretion. OHCS, at its sole discretion, also may approve, deny or modify other requests by the Owner for rent increases, subject to Credit Requirements limits.

(iv) Most Restrictive Rent Limitations. Where Qualified Units' rents are subject to limitations from multiple OHCS funding sources, the most restrictive limitations will govern not-to-exceed limits for rents with respect to such units.

(d) OAHTC Adjustments. If the Project also has been awarded Oregon Affordable Housing Tax Credit (OAHTC) assistance, Owner may submit a request to OHCS for an additional adjustment in Project rents upon expiration of the OAHTC maximum twenty (20)-year

compliance period. OHCS, at its sole discretion subject to IRC limits and Oregon law, may approve, deny or modify such request upon its determination.

(e) **Affordability Period.** Owner shall maintain the foregoing rent and income restrictions applicable to the Project consistent with this Agreement, including the Credit Requirements, from the date the first building in the Project is placed in service for a period of **thirty (30)** years or until **December 31, 2054**, whichever is later (the "**Affordability Period**") or as longer provided in the Declaration, subject to any written modification of such restrictions agreed to in writing by OHCS. This Affordability Period comprises both the initial **fifteen (15)** year IRC Compliance Period and the Extended Use Period constituting the balance of the Affordability Period.

(f) **Rents Paid by Tenants.** For purposes of this Section 3, subject to OHCS and other subsidy provider policy, allowable rents will relate to those rents actually paid by the Tenants and will not limit the rents permitted under any HUD or other subsidy provider program that are not paid by the actual Tenant.

SECTION 4 – CONDITIONS PRECEDENT TO CREDIT ALLOCATION

Notwithstanding the foregoing conditional Reservation, Owner shall satisfy the following conditions precedent satisfactory to OHCS, in OHCS' sole discretion, to qualify for an Allocation by OHCS of the reserved Credit:

(a) **Work Performance.** Construct or purchase and rehabilitate the Project in accordance with local building, health and safety codes, applicable federal and State regulations, and Credit Requirements.

(b) **Placed-in-Service Certification.** Certify to OHCS in a timely and satisfactory manner that Project buildings are appropriately placed in service as part of a single, qualified low-income housing project.

(c) **Cost Certification; Financial Update.** Provide a timely final cost certification and financial update of the Application with respect to each building in the Project in form and substance satisfactory to OHCS, in OHCS' sole discretion (the updated Application(s), as approved by OHCS are prospectively incorporated herein by reference).

(d) **Declaration of Land Use Restrictive Covenants.** Execute and record in the official records of the county or counties wherein the Project is sited a Declaration satisfactory to OHCS, in OHCS' sole discretion, which among other things, restricts Project use, rents and tenant incomes as specified herein, requires appropriate maintenance and operation of the Project, and ensures Owner cooperation with OHCS compliance monitoring. The Declaration is hereby prospectively incorporated into this Agreement by reference, is precedent to any delivery of the Allocation of Credit by OHCS, and shall contain such other terms, conditions, covenants, and warranties as OHCS may prescribe at its sole discretion in accordance with Credit Requirements.

(e) **Other Terms and Conditions.** Satisfy such other terms and conditions as OHCS may reasonably require.

SECTION 5 – ADDITIONAL TERMS AND CONDITIONS

(a) **Allocation for Each Building.** As applicable, a Credit Allocation must be made for each Project building separately, based on individually updated Applications, when each building is placed in service.

(b) **No Liability by OHCS.** OHCS accepts no responsibility or liability for any adverse consequences to the Owner or any other person or entity arising under Credit Requirements or otherwise. Owner agrees that OHCS will bear no responsibility or liability for any such adverse consequence and irrevocably waives any claims against OHCS with respect to any and all such adverse consequences, including but not limited to recapture of Credit by the IRS or removal of the Project from the LIHTC program.

(c) **No Other Project or Use.** The Reservation herein may not be used with respect to any other project or property.

(d) **No Unapproved Transfers; Removal of General Partner/Managing Member or Management Agent.**

(1) **Sale, Transfer, or Other Disposition of an Interest in the Owner (including Investor), or Project.**

A. **Transfer of Any Interest in Project.** Except in relation to leases to tenants ("**Tenants**") for the residential units in the Project, if the Owner transfers or attempts to sell, assign, bequeath, dispose or otherwise transfer (collectively, "**Transfer**") any interest in the Project to any person, entity, or other assignee (collectively, "**Transferee**"), without obtaining the prior written consent of OHCS, OHCS may declare an Event of Default under the terms of this Agreement and exercise the remedies provided for in this Agreement or otherwise available at law. OHCS' consent will not, however, be unreasonably withheld or delayed, but may be conditioned upon:

(i) reasonable evidence satisfactory to OHCS that the Owner is not then in default hereunder beyond any applicable grace period or cure period;

(ii) the execution and recording of documents satisfactory to OHCS;

(iii) the payment to OHCS of an appropriate transfer fee; and

(iv) any other conditions that may be imposed by OHCS, in its complete discretion, to assure, among other things, compliance with federal or state law or other Credit Requirements, and also including but not limited to the Owner providing OHCS with current financial information with respect to the Transferee and a full management agent packet for any existing or proposed management agent ("**Management Agent**").

B. **Transfer of Any Interest in the Owner.** If the Owner sells, transfers or otherwise disposes of any interest in the Owner without obtaining the prior written consent of OHCS, OHCS may declare an Event of Default under the

terms of this Agreement and exercise the remedies provided for in this Agreement or otherwise available at law. The parties agree, however, that, so long as the Owner is not then in default hereunder beyond any applicable cure period, a Transfer of an interest in the Owner made in full compliance with any of clauses B.(i), B.(ii), B.(iii) or B.(iv) below will constitute a permitted Transfer of an interest in the Owner.

(i) Transfers Permitted Prior to Making All Capital Contributions. Prior to making all of the capital contributions with respect to this Project required to be made by the Investor under the terms and conditions of the ownership agreement in effect between the Investor and Owner as of the date of this Agreement (the "**Ownership Agreement**"), a one-time Transfer of the Investor's limited partnership or limited membership in the Owner may be made to an Affiliate of the Investor within one (1) year of the date of this Agreement with advance written notice to OHCS of such Transfer ("**Permitted Affiliate Transfer of Owner Interest**"). No OHCS consent shall be required for a Permitted Affiliate Transfer of Owner Interest, but written notice shall be provided to OHCS as set forth in this Agreement in connection with such Permitted Affiliate Transfer of Owner Interest. Further, OHCS will not impose a transfer fee or charge on the Owner for a Permitted Affiliate Transfer of Owner Interest.

(ii) Other Transfers Made Prior to Making All Capital Contributions. Prior to making all capital contributions required to be made by the Investor under the terms and conditions of the Ownership Agreement, other than a Permitted Affiliate Transfer of Owner Interest pursuant to clause (i) above, no interest in the Owner may be Transferred without the written consent of OHCS, which it may give or withhold in its sole but reasonable discretion, taking into consideration those factors it determines to be relevant. OHCS shall communicate its determination to consent or withhold consent to a Transfer promptly to the Owner and may impose a transfer fee or charge on the Owner consistent with applicable administrative rules, as amended from time to time.

(iii) Transfers of Owner Interest After Making All Capital Contributions. After all of the capital contributions to be made by the Investor under the Ownership Agreement have been made, the Transfer of the limited partnership or membership interest in the Owner (a "**Post Conversion Transfer of Owner Interest**") may be made subject to the following: OHCS must (A) be given advance written notice of the proposed Transfer; (B) give its written consent to the Transfer, which consent shall not be unreasonably withheld, conditioned or delayed; and (C) OHCS may impose a transfer fee or charge on the Owner consistent with applicable administrative rules, as amended from time to time. The parties agree that a Post Conversion Transfer of Owner Interest to an Affiliate shall be presumed reasonable and that OHCS will promptly provide its consent to

such a transfer upon confirmation that such transfer involves a Transfer to an Affiliate of the Investor and satisfaction of the foregoing conditions.

(iv) **Transfers of Interests in General Partner of Owner.** To assure appropriate use of tax credit capital contributions by Owner, and that any party having an ownership interest in the general partner or managing member of the Owner is suitable for such purpose, appropriate for the operational integrity of the general partner or managing member, and sufficiently limited in its capacity to direct or control actions by the general partner or managing member, a party proposing to acquire an ownership interest in the general partner or managing member (a "**Member**") may not acquire an ownership interest in the general partner or managing member without the prior written consent of OHCS. Such consent shall be conditioned on (a) the ownership interest in the general partner or managing member to be acquired by the Member being not greater than one-percent (1%) of the ownership interest in the Owner, (b) OHCS receiving evidence reasonably satisfactory to OHCS establishing the suitability of the Member, and (c) payment to OHCS of a transfer fee or charge consistent with program administrative rules, as amended from time to time.

C. **Transfer of Any Interest in Investor.** If the Investor Transfers any interest in the Investor without obtaining the prior written consent of OHCS, OHCS may declare an Event of Default under the terms of this Agreement and exercise the remedies provided for hereunder or otherwise available at law. The parties agree, however, that, so long as the Owner is not then in default hereunder beyond any applicable cure period, a Transfer of an interest in the Investor made in full compliance with any of clauses C.(i), C.(ii) or C.(iii) below shall constitute a permitted transfer of an interest in the Investor.

(i) **Transfers Permitted Prior to Making All Capital Contributions.** Prior to making all of the capital contributions required under the terms and conditions of the Ownership Agreement: (1) Transfers of interests in the Investor (the "**Investor Membership Interests**") may be made among the initial holders of the Investor Membership Interests (the "**Initial Investment Members**"), provided that the Owner provides written notice to OHCS of the transfer within thirty (30) days of the Owner learning of the Transfer; and (2) Transfers of Investor Membership Interests may be made to a person or entity that is not an Initial Investment Member if, after making such Transfers not less than 75% of the holder(s) of the Investor Membership Interests are either (a) the Investor or an Affiliate of the Investor, or (b) Financial Institutions or Publicly Held Corporations with a credit rating at the time of such transfer of BBB- or better by Standard & Poor's or Baa3 or better by Moody's Investor Service, Inc., or wholly-owned subsidiaries of such entities or are otherwise holders that have been approved by OHCS, provided that the Owner shall provide written notice to OHCS of the transfer within thirty (30) days of the Owner learning of the transfer. Transfers of Investor Membership Interests described in sub-

clauses (1) and (2) of this clause (i) are referred to herein as "**Permitted Investor Membership Interest Transfers**"). No OHCS consent shall be required for any Permitted Investor Membership Interest Transfer pursuant to sub-clauses (1) or (2) of this clause (i), but written notice shall be provided to OHCS as set forth above in connection with each such Transfer. Further, OHCS may impose a transfer fee or charge on the Owner for Permitted Investor Membership Interest Transfers consistent with applicable administration rules, as amended from time to time.

(ii) Other Transfers Made Prior to Making All Capital Contributions. Prior to making all capital contributions required under the terms and conditions of the Ownership Agreement, other than Permitted Investor Membership Interest Transfers pursuant to clause (i) above, no interest in the Investor, including any Investor Membership Interest, may be Transferred without the written consent of OHCS, which consent may be given or withheld in its sole but reasonable discretion, taking into consideration those factors it determines to be relevant. OHCS will communicate its determination to consent or withhold consent to a Transfer promptly to the Owner and may impose a transfer fee or charge on the Owner consistent with applicable administrative rules, as amended from time to time.

(iii) Transfers of Investor Interest After Making All Capital Contributions. After all of the capital contributions to be made by the Investor under the terms and conditions of the Ownership Agreement have been made, the Transfer of any limited partnership or membership interest in the Investor, including any Investor Membership Interest (a "**Post Conversion Transfer of Investor Interest**") may be made without prior notice to or approval by OHCS, provided that Owner shall provide written notice to OHCS of any Post Conversion Transfer of Investor Interest within thirty (30) days of reasonable discovery of such Transfer. OHCS will not impose a transfer fee or charge on the Owner for a qualifying Post Conversion Transfer of Investor Interest.

(2) **Definition of Affiliate.** The term "Affiliate" means any corporation, partnership, limited liability company, or other entity directly or indirectly controlling, controlled by or under common control with such entity. For this purpose, "control," "controlled" or "controlling" means (i) ownership directly or indirectly of voting control of the corporation or other entity, (ii) control of the management through holding, directly or indirectly, a general partnership interest in a limited partnership or the managing member interest in a limited liability company, or (iii) if such entity has no stock or equity, control over a majority of the board of directors of such entity.

(3) **Removal and Replacement of General Partner or Managing Member.** The Investor may seek to remove a general partner or managing member of the Owner for cause pursuant to the terms of the Ownership Agreement in effect as of the date

of this Agreement, or pursuant to any revisions adopted by the parties to the Ownership Agreement and approved in writing by OHCS, subject to the following: (i) the Investor must notify OHCS in writing of its desire to remove the general partner or managing member of the Owner for cause; (ii) the Investor must notify OHCS in writing of the successor general partner or managing member of the Owner, if any, and (iii) OHCS must give its written consent to the removal and replacement of the general partner or managing member of the Owner, which consent will not be unreasonably withheld, conditioned or delayed. If the Ownership Agreement provisions related to the removal of the general partner or managing member of the Owner are amended without OHCS' written approval (a "**Removal Amendment**"), and the Investor seeks to remove a general partner or managing member of the Owner for cause pursuant to the Removal Amendment, the prior written consent of OHCS must be obtained and OHCS may give or withhold its consent in its sole discretion. Notwithstanding the foregoing, the Investor also may replace a general partner or managing member of the Owner for cause with an Affiliate of the Investor on a temporary basis for not longer than sixty (60) days pursuant to the terms of the Ownership Agreement in effect as of the date of this Agreement, or pursuant to any revisions adopted by the parties to the Ownership Agreement and approved in writing by OHCS. Such replacement does not require prior OHCS approval and will not be subject to an OHCS transfer fee, but notice thereof must be provided to OHCS within two (2) business days of such replacement. Permanent removal or replacement of the general partner or managing member of the Owner must still be accomplished in conformance with the first two sentences of this subparagraph (3).

(4) **Removal and Replacement of Management Agent.** OHCS may, for cause, require the removal and replacement of the Management Agent for the Project or, if the Owner directly manages the Project, OHCS may require the appointment of a Management Agent for the Project in lieu of the Owner. The Owner also may, with OHCS' approval, remove and replace a Management Agent in accordance with this Agreement, the terms and conditions of the Ownership Agreement, or any agreement with respect to Project management required by OHCS (at its sole discretion). Any then current, executed agreement with respect to Project management (including as amended) shall be deemed to be incorporated herein by this reference.

(5) **Unapproved Transfers Are Void.** Any Transfer of the Project, Owner, or Investor in violation of this Subsection 5(d) will be ineffective to relieve the Owner, the Investor or any Transferee or the Project of any continuing obligations under this Agreement. OHCS' consent hereunder will not be deemed continuing and the Owner and each permitted Transferee will continue to be bound by this Subsection unless OHCS has consented in writing to the Transfer of the Project, Owner, or Investor.

(e) **Consents by OHCS to Admission of Investor and to Security Interest.**

(1) **Admission of Investor Member and Special Member.** OHCS consents to the admission of the Investor member or limited partner, as applicable, in the Owner and within one year of this Agreement, as applicable, the admission of a special member or special limited partner in the Owner of an entity that is an Affiliate of the Investor.

(2) **Security in Managing Member Interest.** OHCS consents to the managing member/general partner of the Owner granting a security interest in its interest in the Owner as security for performance of obligations under the Ownership Agreement and under any document evidencing or securing the existing construction or permanent financing of the Project.

(3) **Security in Credits.** OHCS consents to the Owner granting to the existing primary commercial lender a security interest in the Credits as security for performance of the Owner's obligations under any document evidencing or securing construction or permanent financing of the Project. In the event of a foreclosure of a deed of trust, mortgage, or other security document securing the Owner's obligation to repay a loan, from the referenced lender, OHCS further consents to a foreclosure by such lender of its security interest in the Credits; provided, however, OHCS makes no representation as to the effect of such a foreclosure on the ability of the foreclosing entity to claim, transfer, or otherwise utilize the Credits pursuant to IRC Section 42, applicable Oregon law, or otherwise.

(f) **Sale of Project to Managing Member or General Partner.** Absent (1) a change in the managing member or general partner in Owner, or in the composition thereof, or (2) an uncured Event of Default under this Agreement, OHCS consents to the sale of the Project to the current managing member or general partner of the Owner upon termination of the "compliance period" applicable to the last building of the Project to be placed in service as provided in IRC Section 42 provided (1) OHCS is given adequate notice prior to the transfer, (2) the terms of such sale are reasonable as determined by OHCS, and (3) that Owner and the managing member or general partner shall have each complied with all other requirements of OHCS, including provision of requested information, execution of required documents satisfactory to OHCS, and payment of an appropriate Transfer fee as established by OHCS.

(g) **Additional Compliance.** Owner shall:

(1) **Project Maintenance.** Maintain the Project in a safe, sanitary, and habitable condition satisfactory to OHCS and in accordance with Credit Requirements, including applicable zoning and local code requirements.

(2) **Project Repair.** Keep the Project in good repair satisfactory to OHCS.

(3) **Management Plan.** File with OHCS a Project Management Plan and/or execute a Regulatory Agreement as to Project Management (the "**Management Plan**"), consistent with Credit Requirements, satisfactory to OHCS. Any then current Management Plan, when approved by OHCS, will be incorporated into this Agreement by reference. OHCS may require periodic revisions to the Management Plan from the Owner. The Owner may propose revisions to the Management Plan

for approval by OHCS. All Management Plan revisions are subject to OHCS' sole discretion and must be approved in writing by OHCS prior to becoming effective.

(4) **Management Agent.** Timely and suitably perform Project management responsibilities directly or through a management agent ("**Management Agent**") approved in writing by OHCS consistent with the Management Plan, including as the Management Plan may be revised from time to time.

(5) **Resident Services Plan.** File with OHCS a Project resident services plan (the "**Services Plan**"), consistent with the Credit Requirements, satisfactory to OHCS. Any then current Services Plan, when approved by OHCS, will be incorporated into this Agreement by reference. OHCS may require periodic revisions to the Services Plan. The Owner may propose revisions to the Services Plan for approval by OHCS. All Services Plan revisions are subject to OHCS' sole discretion and must be approved in writing by OHCS prior to becoming effective.

(6) **Resident Services.** Timely provide resident services ("**Services**") appropriate to the Project population and consistent with the Services Plan, including as the Services Plan may be revised from time to time.

(7) **Applicable Fraction.** Maintain the Applicable Fraction income and rent restrictions for each building of the Project specified in the Application(s), consistent with this Agreement.

(8) **Annual Certification of Compliance.** Provide an annual certification, in a format and on a schedule approved by OHCS in its sole discretion, that the Owner is fulfilling its obligations under this Agreement. OHCS may, from time to time, require additional information or reporting from Owner.

(9) **Records Maintenance.** Maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Owner will maintain records satisfactory to OHCS documenting compliance with Credit Requirements. Owner will retain and keep accessible all such records, books, documents, papers, plans, records of shipments and payments and writings throughout the Affordability Period and for a minimum of six (6) years, or such longer period thereafter, as may be required by OHCS, which does include any period beyond the Affordability Period during which an audit, claim, or litigation with respect to the Project or Agreement remains outstanding, plus two (2) years thereafter.

(10) **Records Access.** Allow inspection and copying of Project and other records by OHCS, the Oregon Secretary of State's Office ("**SOS**"), the federal government of the United States ("**U.S.**"), and their duly authorized representatives, as reasonably directed by OHCS, SOS, U.S., or their representatives.

(11) **Project Access.** With appropriate notice, allow inspection of the Project (including residential rental units) by OHCS, the SOS, the U.S., and their duly authorized representatives, as reasonably directed by OHCS, SOS, U.S., or their representatives.

(12) **Charges.** Timely pay an annual compliance monitoring charge to OHCS as and when OHCS shall from time to time determine consistent with Credit Requirements. OHCS may require or allow payment of the annual compliance monitoring charge in installments on a monthly or other interval basis. Owner shall pay other charges required by OHCS consistent with this Agreement or the Credit Requirements.

(13) **Further Acts.** Make, execute and deliver all such additional and further acts, instruments or papers as OHCS may require in its sole discretion to protect OHCS' rights under this Agreement.

(14) **Agent and Other Compliance.** Cause its agents, employees, contractors, subgrantees and assigns, if any, to comply with the terms and conditions of this Agreement, including all applicable Credit Requirements.

(h) **Allocation Limit.** The Credit Allocation will not exceed the Reservation amount. The Credit Allocation and maximum rents may be reduced in accordance with the IRC if OHCS determines at the times provided by IRC Section 42(m)(2), at its sole discretion that lesser amounts will satisfy appropriate financial feasibility standards for the development of the Project.

(i) **Credit Requirement Changes**. The U.S., IRS, or Treasury may change the requirements for Credit by subsequent regulation or by other published guidance, which shall be automatically incorporated into the Credit Requirements.

SECTION 6 – CREDIT LOCK ELECTION

☒ **If this box is checked,** the Owner hereby irrevocably elects, pursuant to IRC Section 42(b)(1)(A)(ii)(II), to set the applicable credit percentage(s) for the Project as the Percentage(s) prescribed by the Secretary of the Treasury for the month of **April, 2022**, which is the month in which the tax exempt bonds were issued with respect to each building comprising the Project. For the purpose of this election, the applicable credit percentage for the month of **April, 2022** is **4.00%.** For this election to be valid on an IRC Section 42(h)(4) tax-exempt bond financed project the Owner must deliver an original notarized Agreement signed by the Owner and OHCS, to OHCS by the fifth day of the month following the month of the bond sale.

☐ **If this box is checked**, Owner has made **NO ELECTION** pursuant to IRC Section 42(b)(1)(A)(ii) as of the date of this Agreement.

SECTION 7 – SECTION 42(m)(2) DETERMINATION OF CREDITS

(a) **Assumption of Risk.** By signing this Agreement, the Owner understands and accepts the risk that: 1) the final Credit amount or maximum rents agreed to be charged will be reduced in accordance with IRC Section 42(m)(2) if OHCS determines, at its sole discretion and in keeping with sound underwriting guidelines, that a lesser amount will meet OHCS' financial feasibility test for the development of the Project; 2) the U.S. may change the requirements for the Credit by subsequent regulation; and 3) the Credit will not exceed the amount shown above.

(b) **Satisfaction of QAP; Feasibility Alignment.** OHCS has determined that the Project, as represented, is consistent with and has satisfied the requirements of the Qualified Allocation Plan ("**QAP**") of the state of Oregon established under IRC Section 42(m)(1)(D) and that the Credits reserved for the Project are not greater than the amount necessary to make the Project financially feasible and viable as a low-income housing project throughout the credit period as provided in IRC Section 42(m)(2). In making this determination OHCS assumes no responsibility to any parties with respect to the Project or otherwise.

(c) **Binding Agreement.** OHCS and the Owner acknowledge this Agreement constitutes an agreement binding upon OHCS, the Owner, and all successors in interest to the Owner as Owners of the Project, as to the Credit Allocation, subject to compliance by the Owner with the requirements of IRC Section 42, the Declaration, the Credit Requirements, and the requirements of OHCS.

(d) **IRC Section 42(h) Determination.** OHCS in its capacity as the tax credit allocating agency and as issuer or designee of the issuer of the tax-exempt bonds that will finance the Project, has undertaken to make a determination as required by IRC Section 42(h), applying the standards set forth in IRC Section 42(m).

SECTION 8 – INSURANCE

(a) **Coverage.** Owner will obtain and maintain in full force and effect during the term of this Agreement: (i) Causes of Loss – Special Form property insurance together with endorsements for replacement cost, inflation adjustment, malicious mischief, and sprinkler damage coverage (if applicable), all in amounts not less than the full replacement cost of all Improvements, without reduction for co-insurance; (ii) commercial general liability insurance, including liabilities assumed under contract, with limits, coverage, and risks insured acceptable to OHCS, and in no event less than **$2,000,000.00** combined, single-limit coverage; and appropriate workers' compensation insurance coverage in satisfaction of Oregon law.

(b) **Insurance Companies and Policies.** All insurance must be written by a company or companies reasonably acceptable to OHCS; must require reasonable, but not less than five (5) days prior written notice to OHCS of cancellation or non-renewal; and must contain waivers of subrogation and endorsements that no act or negligence of Owner or any occupant will affect the validity or enforceability of such insurance as against OHCS. OHCS will be named as additional insured on all liability policies. Owner must forward to OHCS, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Owner must forward to OHCS copies of any significant changes to the policy, including, but not limited to, cancellations and non-payment, that would affect the coverage.

(c) **Casualty/Loss Restoration.** After the occurrence of any casualty to the Property or Improvements, Owner will give prompt written notice of the casualty to OHCS, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property or Improvements. In the event of any casualty to any

Improvement, Owner will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any Improvement, removal of debris, and/or grading the site. Owner assigns to OHCS all insurance proceeds that Owner may be entitled to receive with respect to any casualty. In the event that Owner desires to rebuild or restore the Project, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Subject to the rights of the first lien holder, OHCS will have the right to review and approve of reconstruction plans, and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Owner is in default under this Agreement or under the obligations secured by this Agreement. If Owner (i) does not elect to restore the Project, or (ii) is in default under this Agreement or the obligations secured by this Agreement, OHCS may apply the insurance proceeds to satisfy the obligations subject to the rights of the first lien holder.

SECTION 9 – REMEDIES

(a) **Deficiencies**. OHCS may, from time to time, identify and direct Owner to correct deficiencies in its compliance with this Agreement (including all Credit Requirements), which Owner shall correct as directed.

(b) **Required Training.** OHCS may require Owner, its owners, principals, officers, employees, and agents to undertake training, at Owner's expense, as directed by OHCS.

(c) **Extension of Affordability Period.** OHCS may by written notice extend the Affordability Period described in this Agreement for periods of time matching corresponding periods of time during which OHCS determines the Owner to be in material noncompliance with any of the terms of this Agreement, the Declaration or the Credit Requirements.

(d) **IRS Reporting.** OHCS may report noncompliance with Credit Requirements to the IRS, including but not limited to by the filing of IRS Form 8823, *Low-Income Housing Credit Agencies Report of Noncompliance or Building Disposition.*

(e) **Removal from LIHTC Program.** Following an Event of Default that remains uncured after expiration of any applicable notice and cure period or following the recapture of Credits by the IRS, OHCS may remove the Project from the LIHTC program.

(f) **Default; Additional Remedies.** If the Owner defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement or in the Credit Requirements (including correction of deficiencies), and if such default remains uncured by Owner for a period of thirty (30) days or less (depending upon the requirements of the notice, lesser notice periods being reserved for matters that OHCS determines relate to material health or safety needs of Project occupants) after notice thereof shall have been given by OHCS, or if such default runs for a period of thirty (30) days from the date the Owner should, with due diligence, have discovered such default, then OHCS may declare an "**Event of Default**" to have occurred hereunder provided, however, if an Event of Default is not reasonably capable of being cured within thirty (30) days or any lesser notice period provided by OHCS, OHCS may, in its sole discretion, extend the correction period for up to six (6) months, but only if OHCS determines there is good cause for granting the

extension; and provided further, however, in the event of a foreclosure, deed in lieu of foreclosure, or similar event with respect to the Project or the Property, the correction period for the successor for an existing default shall be no less than thirty (30) days from the earlier of the date the successor obtains control or becomes the owner of the Project. To the extent that the default is not corrected within the above-described period including extensions, if any, granted by OHCS, an Event of Default shall be deemed to occur and OHCS may exercise its rights and remedies under this Section 9. Following the occurrence of an Event of Default hereunder OHCS may, at its option, take any one or more of the following steps (except that itemized remedies (2), (3), and (6) always must be preceded by notice of default to the Investor in accordance with this subsection while Investor is a member of Owner), in addition to all other remedies provided in this Agreement, by law, or in equity:

(1) Report such noncompliance to the IRS;

(2) Effect removal of the Project from the LIHTC program, which removal may result in recapture of the Credit by the IRS

(3) By mandamus or other suit, action or proceeding at law or in equity, require Owner specifically to perform its obligations under this Agreement, including the Declaration and other Credit Requirements, or enjoin any acts or things that may be unlawful, inconsistent with this Agreement, including the Declaration and other Credit Requirements, or in violation of Owner's obligations or OHCS' rights under this Agreement, including the Declaration and other Credit Requirements;

(4) Obtain the appointment of a receiver to operate the Project in compliance with this Agreement;

(5) Require a change in the General Partner or Managing Member of Owner to OHCS' satisfaction and, for the duration (respectively) of Investor's involvement in Owner or the Primary Lender's Loan, reasonably satisfactory to Investor and Primary Lender;

(6) Require termination of the Management Agent and its replacement to OHCS' satisfaction;

(7) Require Owner to cease management of the Project and to engage a Management Agent acceptable to OHCS;

(8) Withhold from Owner, suspend, terminate, or (upon 30-days written demand) require the repayment of all or any part of other funding assistance provided by OHCS to Owner with respect to the Project;

(9) Declare Owner, or any member thereof, ineligible to receive further Credit or other OHCS funding assistance, including with respect to other projects or requests for same, for such period as OHCS determines in its sole discretion;

(10) Have access to, and inspect, examine and make copies of, all of the books and records of Owner pertaining to the Project and to inspect the Project itself;

(11) Enter onto the Property and correct Events of Default with respect to the Project at Owner's expense, which expense Owner will repay to OHCS within ten (10) days of any presentment of charges for same; and

(12) Exercise of such other remedies as permitted or authorized under this Agreement, including the Declaration and other Credit Requirements by law, or in equity.

(g) **Survival of Remedies; Remedies Not Exclusive.** The rights and remedies of OHCS provided for in this Agreement, which by their nature are intended to survive termination of this Agreement, shall survive the termination of the Affordability Period and of this Agreement. Furthermore, such remedies shall not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHCS to enforce any provision of this Agreement shall constitute a waiver by OHCS of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

SECTION 10 - MISCELLANEOUS

(a) **Nonwaiver.** No failure of or delay by OHCS to enforce any provision of this Agreement shall constitute a waiver by OHCS of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

(b) **No Discrimination; Marketing.** Except as permitted by law, Owner will not discriminate in the provision of housing on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, family status, age, disability or the receipt of public assistance. Owner will use its reasonable efforts to advertise and market the Project dwelling units, particularly the Qualified Units, within the County and, if applicable, City in which the Project is located.

(c) **Construction.** The parties to this Agreement acknowledge that each party and its counsel have participated in the drafting and revision of this Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendment, modification, supplementation, or restatement of the foregoing or of any exhibit to this Agreement.

(d) **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

(e) **Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

(f) **Notice.** Except as otherwise expressly provided in this Agreement, any notices required or permitted to be given under this Agreement shall be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHCS or Owner at the following addresses:

OHCS: Housing and Community Services Department
Attn: Asset Management and Compliance Section
725 Summer Street N.E., Suite B
Salem, Oregon 97301-1266

Owner: **Tigard Senior Housing Limited Partnership**
c/o Northwest Housing Alternatives, Inc.
2316 SW Willard Street
Milwaukie, OR 97222
Attention: Executive Director
E-mail: tanderson@nwhousing.org
Telephone: (503) 654-1007

With a copy to: **Kantor Taylor PC**
1200 Fifth Avenue, Suite 1910
Seattle, WA 98101
Attention: Andrea Sato
E-mail: asato@kantortaylor.com
Telephone: (206) 625-9951

or to such other address a party may indicate to the other pursuant to this Subsection. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

If written notice of a default to the Owner is required under this Agreement, then OHCS will also deliver written notice of such default to the Investor at the Investor's address as referenced below (or such other single address as may be provided in writing) for as long as the Investor shall have an ownership interest in Owner.

Investor: **Wincopin Circle LLLP**
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: Asset Management
Telephone: (410) 964-0552
Facsimile: (410) 772-2630

With a Copy To: Attention: General Counsel
Email: sshack@enterprisecommunity.com

With a Copy To: **Gallagher Evelius & Jones LLP**
218 N. Charles Street, Suite 400
Baltimore, MD 21201
Attention: Ken Gross
Email: kgross@gejlaw.com
Telephone: (410) 347-1367

In addition to any other cure provisions contained in this Agreement, the Investor (and any special member or special limited partner affiliated therewith) will have the right to cure all defaults for which delivery of written notice to the Owner is required under this Agreement within the same time periods allowed to Owner.

(g) Third Party Beneficiaries; Limitation.

(1) Modification of Agreement and Restrictive Covenants. Third-party beneficiaries under this Agreement, if any, are limited to those persons qualified under the Credit Requirements to be occupants of the Project. The rights of such third parties are restricted to enforcement of the terms of the Declaration as contemplated in this Agreement. Notwithstanding such third-party beneficiary rights, OHCS may, with the written consent of the Owner, waive, modify or release any and all terms of this Agreement, including the Declaration and the restrictive covenants and equitable servitudes arising thereunder, at its sole discretion. Additionally, OHCS may waive, modify or release any and all terms of the Declaration and the restrictive covenants and equitable servitudes arising thereunder at its sole discretion without the consent of the Owner should the Project be removed from the LIHTC program. Third-party beneficiary rights are limited to the terms of the Declaration as contemplated in this Agreement, as the Agreement or Declaration may from time to time be so waived, modified or released by OHCS.

(2) No Third-Party Claim Against OHCS. Third-party beneficiaries under this Agreement, if any, including the Declaration, shall have no claim, cause of action or other right of recourse against OHCS with respect to any action or lack of action taken by OHCS with respect to this Agreement, the Declaration, the Credit, the Credit Requirements, or the Project, arising from their rights under this Agreement, the Declaration, or the requirements under the Declaration.

(3) No Third-Party Attorney Fees. Notwithstanding any other provision in this Agreement (including the Declaration), third-party beneficiaries neither have any right to the award of attorney fees or costs hereunder nor are they subject hereunder to an award of attorney fees or costs in favor of any others.

(h) Assignment; Successors and Assigns. Except as expressly permitted herein, Owner shall not assign or otherwise transfer any interest in this Agreement or in Owner (other than leases for the residential units in the Project) without the prior written consent of OHCS. Any attempted assignment or transfer in violation of this provision shall be null and void. The provisions of this Agreement shall be binding upon and shall run to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

(i) **Foreclosure.** Except with respect to government lenders, in the event the primary construction or primary permanent lender, its successors or assigns, lawfully acquire title to the Project through foreclosure or deed in lieu of foreclosure, neither the lender nor any subsequent purchaser of the Project following such a foreclosure or deed in lieu of foreclosure will be deemed a "successor or assign" of the Owner, and neither the lender nor such subsequent purchaser will have any obligation to repay the Credits and all conditions and restrictions contained herein will terminate on the date, if any, that the Project is so acquired by foreclosure or deed in lieu of foreclosure provided, however, that (i) the preceding provisions of this sentence will cease to apply and the restrictive covenants and equitable servitudes contained in this Agreement will be reinstated if, at any time during the Affordability Period subsequent to the early termination of this Agreement as the result of an event under this section, any person or entity that was an obligor under this Agreement prior to such early termination event, including the Owner, or any related person (within the meaning of IRC Section 42) obtains an ownership interest in the Project, and (ii) for three (3) years after the acquisition of title to the Project by the construction or permanent lender any Qualified Tenants in the Project may not be evicted except for cause and rents charged to such Qualified Tenants may not exceed the rent limits established in this Agreement.

(j) **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

(k) **Indemnity.** Owner shall indemnify, hold harmless, save, and (subject to ORS chapter 180) defend the State of Oregon, OHCS and their officers, agents, employees, members, and assigns, from all suits, actions, claims, losses, or damages of whatsoever nature, kind or description related to the Project or resulting from or arising out of the acts, omissions, neglect, or misconduct of Owner or its subcontractors, agents, or employees under this Agreement or related to the Project.

(l) **Survival of Obligations.** The obligations of Owner as set forth in the Application and Reservation, shall survive the Reservation or Allocation of any Credit and shall not be deemed to terminate or merge with the Reservation or Allocation of the Credit. Provisions of this Agreement which by their nature are intended to survive termination of this Agreement shall survive.

(m) **Attorney Fees.** In the event a lawsuit is instituted regarding this Agreement, the prevailing party in any dispute arising under this Agreement shall, to the extent permitted by law and this Agreement, be entitled to recover from the other its reasonable attorney fees and all costs and disbursements incurred at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged OHCS by its counsel.

(n) **Governing Law; Venue: Consent to Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law and the laws

of the United States of America, as applicable. Any claim, action, suit or proceeding (collectively, "Claim") among OHCS and Owner or with any third-party beneficiary related to this Agreement or the Project shall be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event shall this provision be construed as a waiver by the State of Oregon or OHCS of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. OWNER, BY EXECUTION OF THIS AGREEMENT, HEREBY EXPRESSLY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

(o) **Merger Clause; Order of Precedence.** This Agreement, including the Declaration, Application, Reservation, and any exhibits, schedules, appendices, and attachments hereto (which are by this reference incorporated herein), constitutes the entire agreement between the parties on the subject matter hereof. Owner hereby acknowledges that the Application and the Reservation survive the execution and delivery of this Agreement. In the event of any inconsistencies between the body of the Agreement, the Application, the Reservation, and any of the attachments to the Agreement, the following is the descending order of precedence in which the various provisions are to be interpreted: the Declaration, the Agreement without any attachments or any incorporated provisions, the Management Plan, the Services Plan, the Reservation, the Application, the Property Description, any other attachments. No modification or amendment of this Agreement shall bind either party unless in writing and signed by both parties, and no waiver or consent shall be effective unless signed by the named party against whom such waiver or consent is asserted. Such waiver or consent, if given, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

(p) **Percentage of Project that is Bond Financed.** At the time of execution of this Agreement, the Owner has represented that **fifty-five** percent **(55%)** of the aggregate basis of the Improvements and Property is projected to be financed by tax-exempt bonds subject to an annually determined state volume cap limitation in accordance with IRC Section 146. It appears, from information provided by the Owner, that financing for the Project is projected to satisfy the requirements of IRC Section 42(h)(4) with respect to credit for buildings financed by tax-exempt bonds subject to volume cap and that principal payments on the financing will be applied within a reasonable period to redeem obligations the proceeds of which were used to provide such financing.

(q) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(r) **Independent Contractor.** Owner will perform all obligations under this Agreement and will timely satisfy all Credit Requirements as an independent contractor. Owner is not an officer, employee or agent of the State, as those terms are used in ORS 30.265 or otherwise, with respect to performance under this Agreement.

(s) **Owner Responsible for Insurance Coverage.** Owner agrees that insurance coverage, whether purchased or by self-insurance, for Owner's agents, employees, officers, and/or subcontractors is the sole responsibility of Owner.

(t) **Non-federal Employment Certification.** Owner certifies that it is not employed by or contracting with the federal government for performance covered by this Agreement.

(u) **Good Standing Certification.** Owner certifies to the best of its knowledge and belief that neither the Owner nor any of its principals, officers, directors, or employees:

(1) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or federal department or agency;

(2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (u)(2); and

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(v) **Blocked Persons.** Owner and Owner's employees and agents are not included on the list titled **"Specially Designated Nationals and Blocked Persons"** maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx

(w) **No Limitations on Actions of OHCS in Exercise of Its Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the parties hereto that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Owner, the Project, the Credits, this Agreement, and the transactions contemplated by this Agreement and applicable Credit Requirements to the same extent as if it were not a party to this Agreement or the transactions contemplated hereby, and in no event will OHCS have any liability in contract arising under this Agreement, the Application, the Reservation, the Credit Requirements, or otherwise by virtue of any exercise of its governmental powers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the first day written above.

OHCS:

STATE OF OREGON, acting by and through its **Housing and Community Services Department**

By: Roberto Franco

Roberto Franco, Assistant Director
Development Resources and Production
Affordable Rental Housing Division

STATE OF OREGON)
: ss
COUNTY OF MARION)

This instrument was acknowledged before me this 20th day of April, 2022, by Roberto Franco, Assistant Director of the Development Resources and Production, Affordable Rental Housing Division, on behalf of the State of Oregon, acting by and through its Housing and Community Services Department.

OFFICIAL STAMP
SUSAN ELAINE BAILEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 1013499
MY COMMISSION EXPIRES JUNE 27, 2025

Susan Elaine Bailey
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-27-25

OWNER: **TIGARD SENIOR HOUSING LIMITED PARTNERSHIP,**
an Oregon limited partnership

By: **Tigard Senior Housing GP LLC,**
an Oregon limited liability company,
its General Partner

By: **Northwest Housing Alternatives, Inc.,**
an Oregon nonprofit public benefit corporation,
its Manager

By: Trell Anderson
Trell Anderson, Executive Director

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me this 22 day of April 2022 by Trell Anderson, as Executive Director of Northwest Housing Alternatives, Inc., an Oregon nonprofit public benefit corporation, as Manager of Tigard Senior Housing GP LLC, an Oregon limited liability company, as General Partner of Tigard Senior Housing Limited Partnership, an Oregon limited partnership, on behalf of the Owner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Oregon
My Commission Expires: 8/30/22

OFFICIAL STAMP
WENDY ALICE GEURIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 978610
MY COMMISSION EXPIRES AUGUST 30, 2022

Exhibit A
Legal Description

A tract of land situated in the southeast one quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land described as Parcel 1 of Partition Plat 2020-014, Washington County plat records; being more particularly described as follows:

Commencing at the most easterly southeast corner of said Parcel 1, said point falling on the north right-of-way of Southwest Omara Street; thence North 02°32'04" East, 158.52 feet along the east line of said Parcel 1; thence North 87°27'56" West, 8.90 feet to the **Point of Beginning;** thence North 87°21'32" West, 63.69 feet; thence North 42°24'54" West, 19.28 feet; thence North 02°31'37" East, 60.66 feet; thence North 87°27'47" West, 21.00 feet; thence North 02°31'45" East, 22.28 feet; thence North 17°19'32" West, 41.19 feet; thence South 72°14'33" West, 45.30 feet; thence North 87°28'02" West, 88.00 feet; thence North 02°31'57" East, 16.50 feet; thence North 87°28'05" West, 4.00 feet; thence North 02°31'47" East, 20.00 feet; thence South 87°25'27" East, 3.08 feet; thence North 44°13'19" East, 22.73 feet; thence South 87°27'37" East, 62.50 feet; thence North 72°14'01" East, 76.13 feet; thence North 86°04'03" East, 29.28 feet; thence North 62°19'56" East, 22.86 feet; thence South 42°27'58" East, 4.02 feet; thence South 68°50'01" East, 5.28 feet; thence South 87°27'57" East, 28.33 feet; thence South 24°55'18" East, 21.01 feet, said point being 8.90 feet westerly from the easterly line of said Parcel 1; thence South 02°32'04" West parallel with the East line of said Parcel 1, 191.23 feet to the **Point of Beginning.**

The basis of bearing is Partition Plat 2020-014, Washington County plat records. A bearing of North 02°32'04" East was held along the east line of Parcel 1 of said Partition Plat 2020-014.

Internal Revenue Service
District Director

P O BOX 486
LOS ANGELES, CA 900530486

Department of the Treasury

AUG 2 4 1988

Date:

NORTHWEST HOUSING ALTERNATIVES INC
2316 SOUTH EAST WILLARD STREET
MILWAUKIE, OR 97222

Employer Identification Number:
93-0814473
Case Number:
958131104
Contact Person:
TERRY IZUMI
Contact Telephone Number:
(213) 894-4170

Our Letter Dated:
Dec.17, 1985
Caveat Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes a notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Frederick C. Nielsen
District Director

Letter 1050(CG)

City *of* Tigard
Memorandum

To: Eric Kang, Finance Director

From: Schuyler Warren, Senior Planner

Re: Reach CDC 2024 Applications for Tax Exemption

Date: March 6, 2024

Reach Community Development Corporation (Reach) has submitted an application for low-income housing tax exemptions for set of properties that the organization purchased in 2021 within the corporate limits of the City of Tigard. These properties are held solely for the purpose of site assembly for the development of affordable housing.

Addresses:
11750 SW 69TH AVE
11800 SW 69th Ave
6835 SW Clinton St
11955 SW 68th Ace
11950 SW 69th Ave
11900 SW 69th Ave
6860 SW Clinton St. Tigard

Tax Lots:
2900, 3001 and 3100 of Block 9
6100, 6200, 6300, 6600, and 6700 of Block 12.

Real Property Account #s:
R286112, R286130, R286149 of Block 9
R286443, R286452, R286461, R286498 of Block 12

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

Reach submitted with their applications a copy of an Internal Revenue Service letter, dated January 18, 2018, verifying that Reach qualifies as a 501(c)(3) organization. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

Reach has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state, or local government for a public purpose. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

Reach has provided a signed document stating that the properties are being held for the prupose of future development of low-income housing. This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

Reach is applying for full exemption at all seven properties. Reach has submitted documents stating that all seven properties are fully dedicated to nonprofit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050.

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

Staff has determined that the above-named properties owned by Reach meet the criteria for tax exemption.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to Reach is consistent with the applicable TMC standards and with adopted city housing policies.

REACH Community Development | Everyone deserves a place to call Home.

Property Tax Abatement Application

City of Tigard
13125 SW Hall Blvd.
Tigard OR, 97223

February 16th, 2024

Property: Dartmouth Crossing

Addresses: 11750 SW 69TH AVE, 11800 SW 69th Ave, 6835 SW Clinton St, 11955 SW 68th Ace, 11950 SW 69th Ave, 11900 SW 69th Ave and 6860 SW Clinton St. Tigard OR, 97223.

Tax Lots: 2900, 3001 and 3100 of **Block 9**. 6100, 6200, 6300, 6600, and 6700 of **Block 12**.

Real Property Account #s: R286112, R286130, R286149 of **Block 9** R286443, R286452, R286461, R286498 of **Block 12**

Project Description: As of March 31, 2021, this collection of lots has been acquired by REACH Community Development Inc. a 501(c)3 non-profit housing company for the development of income restricted housing. Covenants within the deeds of trust from acquisition lenders require the construction of income restricted housing. **Block 9** (North block) will be developed as Dartmouth Crossing Phase 1. **Block 12** (South block) will be developed as Dartmouth Crossing Phase 2.

Phase 1: The development design of the North block anticipates a multi-family residential building with 85 units and associated resident and management spaces. The development will be fully restricted to households earning 60% of the median family income (MFI) or less. REACH has applied for funding through OHCS's LIFT program as of March 2021.

Phase 2: REACH has completed an early schematic design anticipating a mixed-use development providing upwards of 200 income restricted residential units and around 25,000 sf or commercial space. The development of the commercial space will be done in partnership with local stakeholders and non-profits to provide community amenities such as an early childhood development center or daycare, a community center, offices for non-profits and a public market hall for job development and incubation of small businesses in food and wares.

Charitable Purpose:

REACH's mission is to create quality, affordable housing and opportunities for individuals, families and communities to thrive. The development of these lots will result in much needed affordable housing supported by REACH's team of resident services staff that provide. REACH will leverage additional services and resources by addressing its five social determinants of health: Neighborhood & Build Environment, Social & Community, Education & Development, Health & Healthcare, Economic Stability. To help residents build a thriving future for themselves and their families, we will provide asset-building services that include financial education, credit building through rent reporting, homeownership counseling, and matched savings accounts via Individual Development Accounts (IDAs). REACH's resident services team will leverage local partnerships to expand services for the specific communities identified through community engagement activities already underway.

Commercial development will be informed by our Project Advisory Committee (PAC) made up of local stakeholders and non-profit service providers. REACH will leverage its financial capacity, federal and local economic development resources including New Market Tax Credits (NMTC) to develop commercial space affordable to underserved communities.

Certification of Resident Income Levels:

Resident income levels are verified upon application for tenancy and are recertified each year. REACH will have covenants with the state and with Washington County to lease residential units exclusively to low-income residents, those earning less than 60% MFI, for a period of at least 40 years.

Dartmouth Phase 1 will be financed with LIHTC and all households will have income at or below 60% of the area median income Compliance with these covenants is monitored by the State of Oregon Department of Housing and Community Services and by the Washington County Office of Community Development. We certify that all apartments in this project will be targeted to and remain affordable to households earning at or below 60% of the Area Median Income (AMI)

Dartmouth Phase 2 will also be financed with LIHTC with the goal to provide 100% of the units will be leased to households with income at or below 60% of the AMI. REACH will also explore ways to offer units up to 80% AMI, but it would be dependent on the funding sources. We would like to have the city recognize this consideration.

How Tax Exemption Will Benefit Residents:

100% of the property tax exemption is a direct subsidy for the development and operation of the projects. Every dollar reduction in operating costs is used to finance the project, expand resident services. Some costs, such as the cost of operating our resident services programs are not fully funded by building operations and must be funded from outside sources through fund raising and REACH revenues. Without property tax abatement operating revenue that would otherwise be available to support the resident services programming would be eliminated and continuous services would be dependent on fundraising efforts and other budget constraints.

Resident services are crucial to facilitating a stable and healthy community within our projects. These services mean REACH can be a better neighbor, increase community engagement and participation, assist with eviction prevention and other crisis interventions, connect kids to programming and many partnerships. The tax abatement serves as an investment in the overall strength and stability of Tigard and less demand on the social safety net.

REACH Community Development | Everyone deserves a place to call Home.

Tax Exempt Status:

REACH is a Community Housing Development Organization and a 501(c)3 non-profit. The developments will be controlled by single asset limited partnerships structured for the benefit of LIHTC equity investment and other economic development subsidies. REACH's IRS Determination Letter is attached. REACH undergoes a full independent audit of its books. The State of Oregon Housing and Community Services Department will review the project and resident files annually.

Verification of Information

I hereby certify that the information in this application for tax abatement is accurate and complete to the best of my knowledge. REACH's property management staff performs day-to-day management of the property and is responsible for certifying income levels of each resident for compliance with program guidelines. The development will be compliant with all Tigard Municipal Codes.

Brian Bieler
Director of Asset & IT Management
REACH Community Development, Inc

02/27/2024
Date

State of OREGON)
)ss.
County of Multnomah)

On this 27th day of FEBRUARY, 2024, personally appeared before me Brian Bieler who stated that (s)he is the Director of REACH CDI, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed.
Before me:

OFFICIAL STAMP
ELISA NHI BANG NGUYEN
NOTARY PUBLIC - OREGON
COMMISSION NO. 999332
MY COMMISSION EXPIRES APRIL 22, 2024

Notary Public for Oregon
My Commission Expires: APRIL 22nd 2024

City *of* Tigard
Memorandum

To: Eric Kang, Finance Director

From: Schuyler Warren, Senior Planner

Re: Hawthorne Villa 2024 Application for Tax Exemption

Date: March 6, 2024

Resident Resources submitted an application for low-income housing tax exemption for the 118-unit Hawthorne Villa, located at 7705 SW Pfaffle Street in the incorporated Metzger area.

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

Resident Resources has submitted a determination letter from the IRS demonstrating that they are a 501(c)(3). Resident Resources, as part of Hawthorne Village Apartments General Partnership, asserts their eligibility for the exemption under TMC section 3.50.020(C) which reads:

C. A partnership will be treated the same as a corporation to which this section applies if the corporation is:

1. **A general partner of the partnership; and**
2. **Responsible for the day to day operation of the property that is the subject of the exemption.**

The applicant submitted a partnership agreement and memorandum of understanding (MOU) as part of their application. These documents demonstrate that the property is owned by Hawthorne Village Apartments, an Oregon general partnership. The partnership is between Hawthorne Villa LLC and Resident Resources, an Oregon nonprofit corporation. Resident Resources is a general partner of the partnership and, according to the MOU, is responsible for the day-to-day operations of the facility. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

The applicant has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed to one or more tax exempt entities within the meaning of Section 501(c)(3) of the Internal Revenue Code, and which have a charitable purpose that is generally similar to the dissolving corporation. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

The applicant provided both a statement and a deed restriction demonstrating that Hawthorne Villa will only rent to households earning at or below 60% of area median income (AMI). The applicant states that compliance with this requirement includes efforts made at the advertising, application, and verification stages. In addition, the applicant has partnered with a compliance consultant, Alexia Consulting, to oversee new resident screening and annual certification. This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

Resident Resources is applying for full exemption at Hawthorne Villa. Resident Resources has submitted documents demonstrating that that the property is fully dedicated to non-profit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

Resident Resources, as a general partner in Hawthorne Village General Partnership, has applied to the city for a tax exemption in previous tax years. The property previously received city tax exemption through Accessible Living Inc. (as part of Hawthorne Villa General Partnership), and Tualatin Valley Housing Partners.

Resident Resources' mission is "to enable low income families of Oregon to find and keep affordable housing." The application states that through a Resident Service Plan (RSP) the nonprofit provides assistance with education, employment, and health services.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to Resident Resources is consistent with the applicable TMC standards and with adopted city housing policies.

Resident Resources
www.residentresourcesoregon.org
4800 SW Meadows Rd # 300 Lake Oswego, Oregon 97035 Phone 503-475-8212 Fax 503-482-7430

To: City Of Tigard
13125 SW Hall Blvd
Tigard, Oregon 97223

February 14, 2024

Attn: Finance and Information Services Director

Application for Property Tax Abatement

Hawthorne Villas

Located at 7705 SW Pfaffle Street
Tigard, Oregon 97223

A. Property Description
B. Project's Charitable Purpose
C. Certification of Resident Income Levels
D. How Tax Exemption Will Benefit Residents
E. Tax Exempt Status
F. Attachments
G. Verification of Information

A. Property Description

Hawthorne Villa Apartments is located at 7705 S.W. Pfaffle Street in the City of Tigard. The property Is set on 4.76 Acres adjacent to Pacific Highway. The Property is composed of eight apartment buildings with a single family home in front that is currently used as managers home and office with some space used for the community room, See Attachment #1 site plan. In these eight buildings there are one hundred eighteen separate apartments consisting of sixty two one bedroom apartments that are approximately six hundred five square feet, twenty one, one bedrooms that are approximately six hundred eight five square feet, five two bedrooms one bath at approximately seven hundred ninety square feet and thirty studio apartments that are three hundred sixty square feet. The property is restricted to low income families who make 60% of the average medium income for Washington County.

The project has been purchased by a respected local property owner (see attachment #2) who plans to maintain the affordability component to the property. His name is Rajiv Jain. He collectively owns and manages over eight hundred apartments in several states. Over three hundred of those apartments participated in section 42 restricted rent housing program. He resides in Portland and is committed to socially responsible ownership of all his properties. He has partnered with Resident Resources to create a safe and secure environment for these valued individuals whom need affordable housing. All the properties that Mr. Jain owns are well maintained with responsible management employees who are compassionate about what they do.



The property being located within walking distance to many local employers and employment sectors makes it an ideal location for those seeking affordable housing. The transportation needs of the Residents is well met as there are numerous transportation hubs within walking distance including Pacific Highway, the 217 and 5 freeways, bus routes and local rail transportation close by. The residents enjoy that there is adequate vehicle parking (171 parking stalls). This relieves them of the high cost of parking a vehicle. This can foster a sense of independence.

The Apartments business name is Hawthorne Villas Apartments, it is considered a section 42 affordable housing complex also known as Low Income Housing Tax Credit (LIHTC). It is a federal Program created in 1986 under the Federal Tax Reform Act. It accounts for over 90% of the affordable housing in the United States. The nature of the property and location make it an ideal property to receive this tax abatement. For your records the tax parcel is R282429 in Census Tract 306.00 with a Zoning of R-12. The lot is over 207,000 square feet with multiple garden areas and courtyards. It has several laundry rooms for residents to do their own laundry.

B. **Projects Charitable Purpose**

Resident Resource's mission is to enable low income families of Oregon find and keep affordable housing. Through our resident service plan (RSP) we strive to create an environment in which families feel safe to seek additional assistance in education, employment and health services. We have an open door policy in which all are welcome. Each Resident whom resides or wants to reside at Hawthorne Villas has an appointment with a staff member who helps identify potential needs relating to our core values of affordable housing, continued educational opportunities, employment referral services. We offer mediation assistance with the ownership/management to prevent evictions that may lead to homelessness. Our many health and social services contacts and referrals are a great resource for the residents with a focus on confidential assistance.

Our commitment to the Citizens of Tigard and around the state of Oregon has been to maintain an dignified approach to foster a confidential yet friendly approach to the housing needs of families who may need affordable housing. Many Residents face other significant challenges that can be softened with the right approach. This is done while maintaining the integrity of the property both materially and physically. Creating a safe environment for all Residents is our highest Priority.

Hawthorne Villas Ownership has made a significant commitment to fund Resident Services to a level where each resident can have a personal touch that will encourage them to use our services if needed. The tax abatement will go a long way to helping these fine Citizens of Tigard.

C. **Certification Of Resident Income Levels**

Hawthorne Villas is a rent restricted apartment complex that will only rent to individuals or families whom make at 60% or below of Washington County Area Medium Income. This compliance is achieved with our advertising, application process, verification process. . We are experts in compliance and monitoring in this area, overseeing each and new Resident as well as a yearly audit of each Resident File and our record keeping. The property will remain rent restricted for at least the next four years. See Attachment #4

Resident Resources

D. **How Tax Exemption will Benefit Residents**

With this tax exemption we are able to maintain the low income and affordability component to this property. The Tax exemption also allows us to fund Resident Resources thus reducing Homelessness in the City of Tigard as well as providing valuable services for some families who most need it. Through our efforts and management style we have consistently reduced police contacts with Residents which reduces costs to the City. The tax exemption allows us to staff a position which takes some of the burden off of the City of Tigard's resources. The exemption is used to create a safer, healthier, more stable environment for Low Income Families.

E. **Tax Exempt Status**

Resident Resources is a Domestic NonProfit Public Benefit Corporation Registered in the State of Oregon. Registration #118973395 Certificate of Existence attached as attachment #3 Our Non Profit is formed in the State of Oregon and follows federal guidelines for 501 (c) (3). Our EIN number is #81-1513248 Our Corporation is organized exclusively for charitable, religious educational or scientific purposes Including for such purposes the making of distributions to organizations that qualify as exempt by the Internal Revenue Service, or the corresponding section of any future federal tax code. Resident Resources is a general partner with Hawthorne Villa, an Oregon General partnership and co manages the property.

F. **Attachments**

1. Site Survey
   a. Building A
   b. Building B
   c. Building C
   d. Building D First floor
   e. Building D Second floor
   f. Building E
   g. Building F

2. Oregon Certificate of Existence
3. State of Oregon Amended Annual Report
4. Certification of Low Income Housing Restriction
5. IRS Certificate of 501 3 (c)
6. Articles of Incorporation
7. Tualatin-Tigard School District Resolution Approval

Resident Resources

G. **Verification of Information**

All the information provided above including attachments below are accurate and complete. Hawthorne Villa an Oregon General partnership is co-managed by Hawthorne Villa GP LLC and Resident Resources. I do so attest to its truthfulness and certify it.

William S. Maxwell

William S. Maxwell President Resident Resources

Date 2-13-2024

County Clackamas

This record was acknowledged before me on (date) February 13th, 20 24 by

(name(s)) of individual(s) William S. Maxwell

Signature

Notary Public State of Oregon

Yadira Roxana Guzman

Name

Official Seal

OFFICIAL STAMP
YADIRA ROXANA GUZMAN
NOTARY PUBLIC-OREGON
COMMISSION NO 1022361
MY COMMISSION EXPIRES MARCH 22, 2026

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

Certificate of Existence 2641074

I, LAVONNE GRIFFIN-VALADE, SECRETARY OF STATE and Custodian of the Seal of said State, do hereby certify:

RESIDENT RESOURCES

is

a Nonprofit Corporation

under the laws of The State of Oregon

and is active on the records of the Corporation Division as of the date of this certificate.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

LAVONNE GRIFFIN-VALADE, SECRETARY OF STATE

Issued Date: 2/12/2024

Come visit us on the internet at: https://sos.oregon.gov/business or use the QR code to check their current status.

TIGARD-TUALATIN SCHOOL DISTRICT 23J

RESOLUTION NO. 2223-17

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER OREGON REVISED STATUTES FOR A NON-PROFIT LOW-INCOME HOUSING PROJECT OPERATED BY TIGARD SENIOR HOUSING LIMITED PARTNERSHIP.

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for housing owned by non-profit corporations and occupied by low-income persons; and

WHEREAS, Resident Resources Oregon, has requested an exemption from property taxes effective 2023 under ORS 307.543 for a certain low-income housing project within District boundaries on the value of the Hawthorne Villas property located at 7705 SW Pfaffle Street in the City of Tigard and meets all applicable criteria for exemption.

NOW THEREFORE, BE IT RESOLVED:

1. The Tigard-Tualatin School District 23J Board of Directors hereby approves the use of an exemption from District-assessed property taxes effective 2023 on the value of the property located at 7705 SW Pfaffle Street in the City of Tigard that qualifies for the property tax exemption programs administered by the City of Tigard and Washington County as provided in the non-profit corporation low-income housing program authorized under ORS 307.540 through 307.548.

DATED this 8th day of May, 2023.

Tristan Irvin, Chair

ATTEST:

Dr. Sue Rieke-Smith, Superintendent

AMENDED ANNUAL REPORT

Corporation Division
sos.oregon.gov/business

E-FILED
Feb 12, 2024
OREGON SECRETARY OF STATE

REGISTRY NUMBER

118973395

REGISTRATION DATE

02/19/2016

BUSINESS NAME

RESIDENT RESOURCES

BUSINESS ACTIVITY

RESOURCE PROFESSIONAL SERVICES THAT ASSISTS TENANTS IN THE FINDING AND KEEPING AFFORDABLE HOUSING. TO ASSIST TENANTS IN REDUCING RENTAL AND LIVING EXPENSES. TO REDUCE HOMELESSNESS.

MAILING ADDRESS

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

TYPE

DOMESTIC NONPROFIT CORPORATION

PRIMARY PLACE OF BUSINESS

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

JURISDICTION

OREGON

REGISTERED AGENT

WILLIAM MAXWELL

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

PRESIDENT

WILLIAM S MAXWELL

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

SECRETARY

ANDY K TREVINO

248 GREENRIDGE DR
LAKE OSWEGO OR 97035 USA

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, directors, employees or agents of the corporation on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

WILLIAM MAXWELL

TITLE

PRESIDENT

DATE

02-12-2024

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: March 3, 2017

Person to Contact:
Mr. Molloy – ID# 0203248
Toll Free Telephone Number:
877-829-5500

WILLIAM MAXWELL
4800 SW MEADOWS RD STE 300
LAKE OSWEGO OR 97035

Dear Sir or Madam:

This is in response to your letter of January 30, 2017, requesting copies for Residents Resources.

Enclosed are the copies you requested.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 25 2016

RESIDENT RESOURCES
4800 SW MEADOWS RD SUITE 300
LAKE OSWEGO, OR 97035-5277

Employer Identification Number:
81-1513248
DLN:
26053478001966
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 19, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

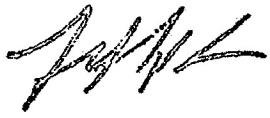
If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

RESIDENT RESOURCES

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

ARTICLES OF INCORPORATION

Corporation Division
www.filinginoregon.com

E-FILED
Feb 19, 2016
OREGON SECRETARY OF STATE

REGISTRY NUMBER

118973395

TYPE

DOMESTIC NONPROFIT CORPORATION

1. ENTITY NAME

RESIDENT RESOURCES

2. MAILING ADDRESS

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

3. NAME & ADDRESS OF REGISTERED AGENT

WILLIAM SETH MAXWELL

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

4. INCORPORATORS

WILLIAM SETH MAXWELL

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

5. TYPE OF NONPROFIT CORPORATION

Public Benefit

6. MEMBERS?

No

7. DISTRIBUTION OF ASSETS

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

WILLIAM MAXWELL

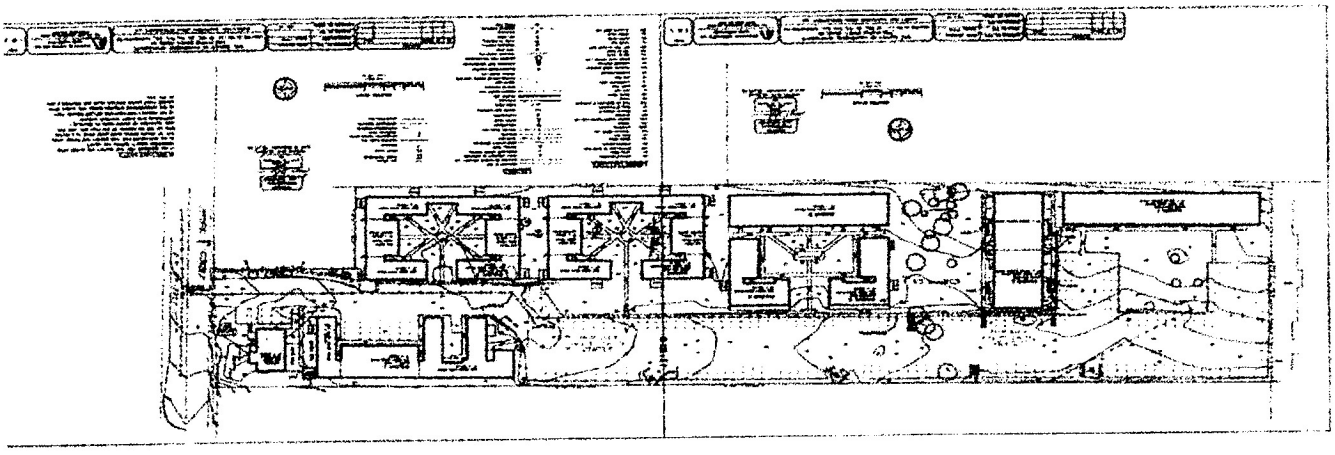
TITLE

REGISTERED AGENT

DATE SIGNED

02-18-2016

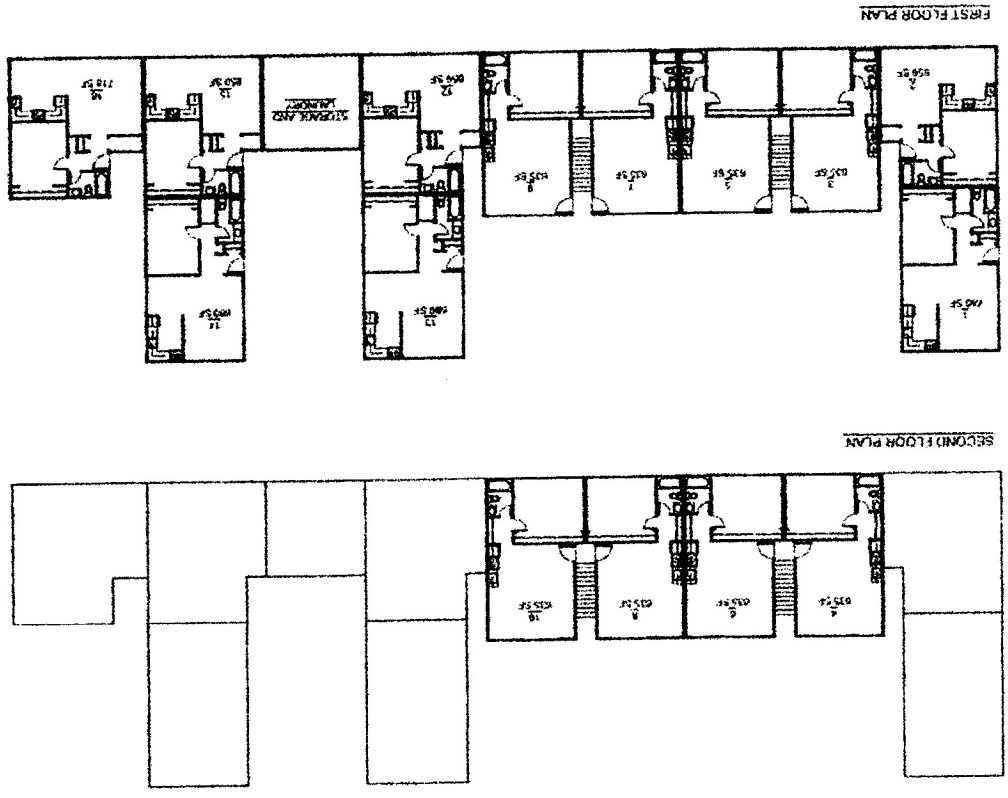
Attachment F. 1 Site Survey



Attachment F. a. Building A

BUILDING A
HAWTHORNE VILLA APARTMENTS

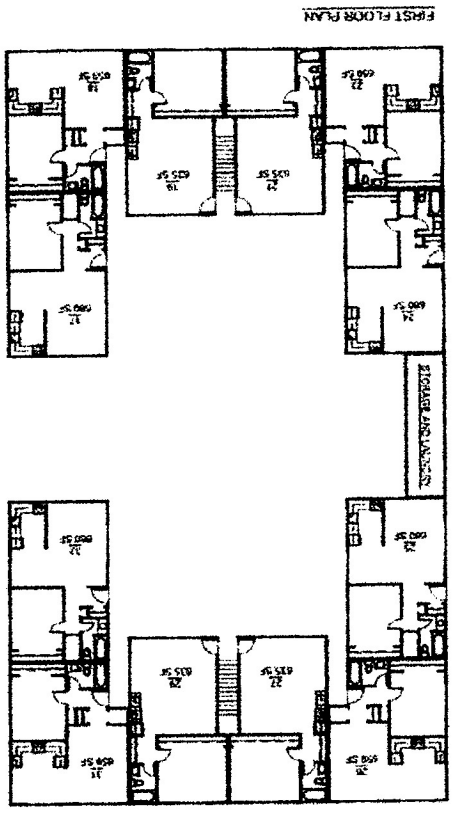
15 UNITS
10,567 GSF

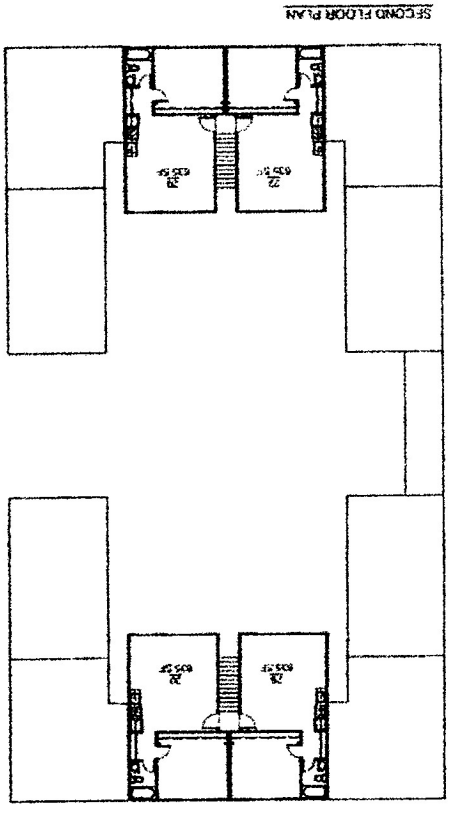


Attachment F. b. Building B

BUILDING B
HAWTHORNE VILLA APARTMENTS

16 UNITS
11,035 GSF

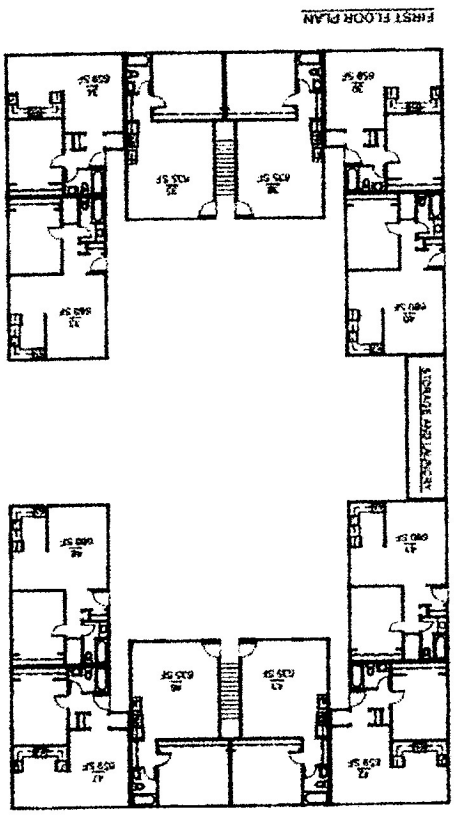


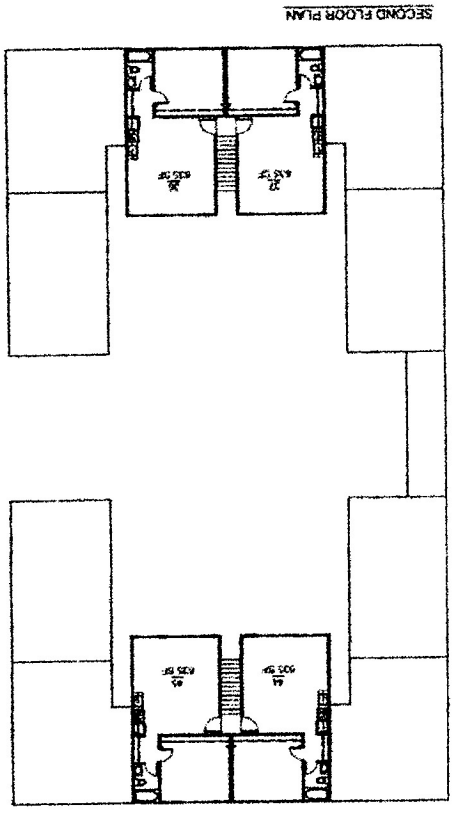


Attachment F. c. Building C

BUILDING C
HAWTHORNE VILLA APARTMENTS

16 UNITS
11,035 GSF

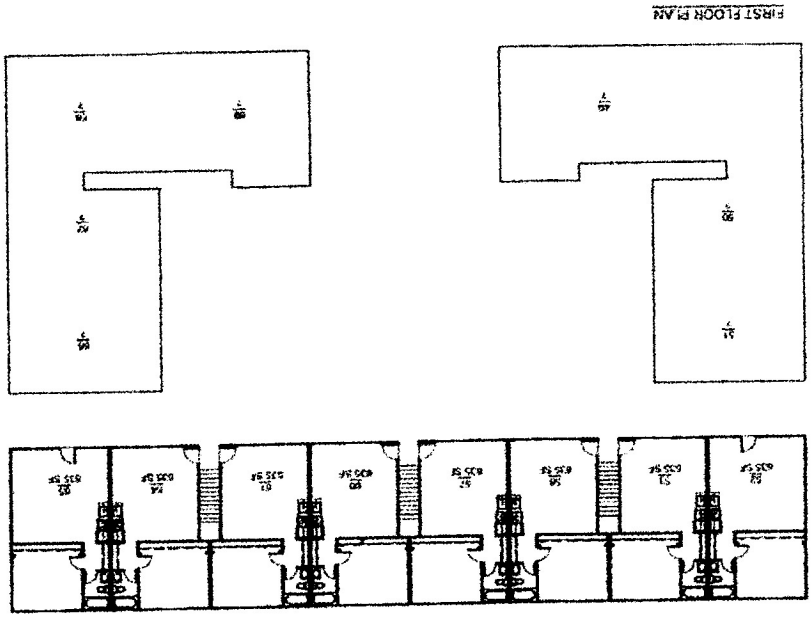




Attachment F. d. Building D

BUILDING D
HAWTHORNE VILLA APARTMENTS

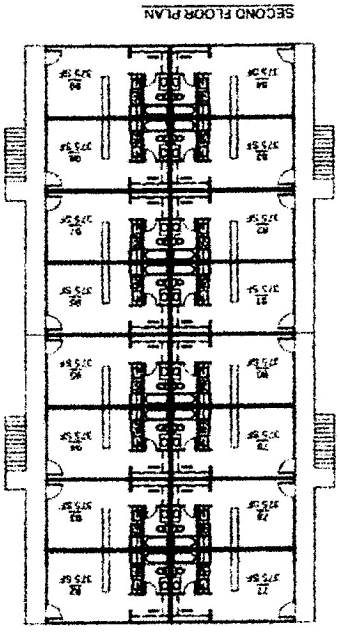
21 UNITS
15,276 GSF

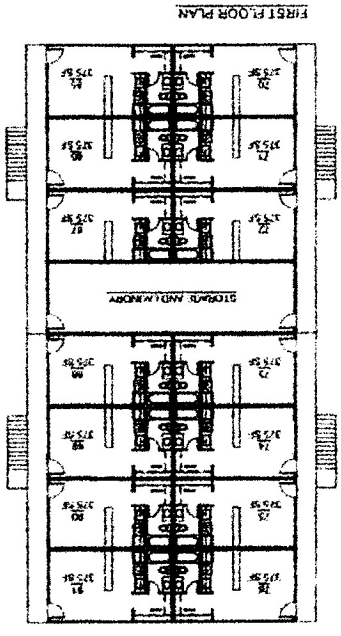


Attachment F. e. Building E

BUILDING E
HAWTHORNE VILLA APARTMENTS

30 UNITS
12,000 GSF



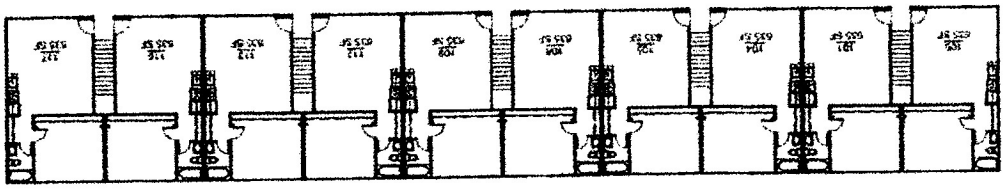


Attachment F. f. Building F

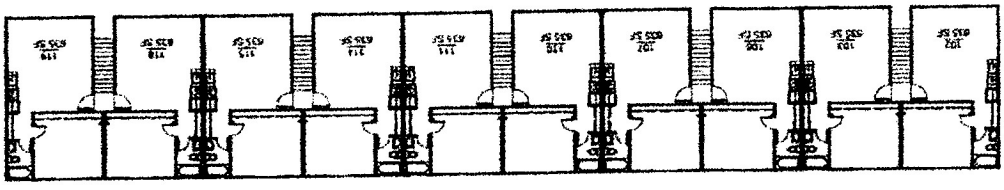
BUILDING F
HAWTHORNE VILLA APARTMENTS

20 UNITS
13,600 GSF

FIRST FLOOR PLAN



SECOND FLOOR PLAN



STATE OF OREGON } ss
County of Washington

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said County, do hereby certify that the within instrument of writing was received and recorded in book for records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97032421
Rect: 184112 83.00
04/09/1997 04:02:29pm

1-15

[redacted]

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL
TO:
Oregon Housing and Community
Services Department
1600 State Street
Salem, Oregon 97310
Attn: Komi P. Kalevor

SPACE ABOVE FOR RECORDER'S USE

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT
LOW-INCOME HOUSING TAX CREDIT
DECLARATION OF LAND USE RESTRICTIVE COVENANTS

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS, (this "Declaration"), dated as of April 8, 1997, by **HAWTHORNE VILLA LIMITED PARTNERSHIP**, and its successors and assigns (the "Owner") is given as a condition precedent to the allocation of low-income housing credits by the Oregon Housing and Community Services Department, a governmental agency of the State of Oregon, together with any successor to its rights, duties, and obligations, (the "Department").

WITNESSETH:

WHEREAS, the Owner is or shall be the owner of a(n) 119* unit rental housing development, ~~one manager's unit~~ located on lands in the City of Tigard, County of Washington, State of Oregon, more particularly described in Exhibit A hereto, known as or to be known as HAWTHORNE VILLA APARTMENTS (the "Project"); and

*(includes 117 tax credit units and two common-area managers' units)

WHEREAS, the Department has been designated by the Governor of the State of Oregon as the housing credit agency for the State of Oregon for the allocation of low-income housing tax credit dollars (the "Credit"); and

WHEREAS, the Owner has applied to the Department and entered into a Determination Letter and Agreement for an allocation of Credit to the Project in an amount not to exceed One hundred eighty one thousand, one fourty three dollars ($181,143) of tax exempt bond financed 4% low-income housing credit allocation; and

WHEREAS, the Department has agreed to issue a Form 8609 to the Owner upon the execution and recording of this Declaration which constitutes part of the Determination Letter and Agreement; and

WHEREAS, the Owner has represented to the Department in Owner's Low-Income Housing Tax Credit Application (the "Application") dated March 24, 1997, that Owner shall lease/rent 100 percent of the units in the Project to individuals or families whose income is 60 percent or less of the area family adjusted median gross income ("Low-Income Tenants") as determined in accordance with Section 42 of the Internal Revenue Code (the "IRC"); and

WHEREAS, the Department has determined the Project would require a Credit allocation in the amount of $181,143 of tax exempt bond financed 4% tax credit allocation to be financially feasible; and

WHEREAS, the Owner has represented to the Department rent restrictions it will maintain for the period of time as specified in the Determination Letter and Agreement; and

WHEREAS, the IRC requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record this Declaration in the official land deed records of the county in which the Project is located in order to create certain covenants running with the land for the purpose of enforcing the requirements of IRC Section 42 and the Department's Occupancy Restrictions found in Section 5 hereof by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

WHEREAS, the Owner, under this Declaration, intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Project shall be and are covenants running with the Project land for the term stated herein and binding upon all subsequent owners of the Project land for such term, and are not merely personal covenants of the Owner,

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Department agree as follows:

SECTION 1 - DEFINITIONS

All the words and phrases used in this Declaration shall have the same meaning as when used in IRC Section 42, Treasury Regulations or Notices promulgated pursuant to IRC Section 42, Department Administrative Rules, and the Department of Housing and Urban Development ("HUD") Regulations unless the context requires otherwise.

SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

(a) Upon execution of this Declaration by the Owner and the Department, the Owner shall cause this Declaration and all amendments hereto to be recorded and filed in the official public land deed records of the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the Department an executed original or certified copy of the recorded Declaration showing the date, deed book and page numbers of record. The Owner understands and agrees that the Department will not issue the Internal Revenue Service Form 8609 constituting final allocation of the Credit unless and until the Department has received the recorded executed original of this Declaration.

(b) The Owner intends, declares, and covenants, on behalf of itself and all future Owners and operators of the Project during the term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Project (I) shall be and are covenants running with the Project land, encumbering the Project for the term of this Declaration, binding upon the Owner's successors in title and all subsequent Owners and Operators of the Project (II) are not merely personal covenants of the Owner, and (III) shall bind the Owner (and the benefits shall inure to the Department and any past, present or prospective tenant of the Project) and its respective successors and assigns during the term of this Declaration. The Owner hereby 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 insure that these restrictions run with the Project. For the longer of the period this Credit is claimed or the term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to



this Declaration, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Declaration.

(c) The Owner covenants to obtain the consent of any prior recorded lienholder on the Project to this Declaration and such consent shall be a condition precedent to the issuance of Internal Revenue Service Form 8609 constituting final allocation of the Credit.

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner hereby represents, covenants, and warrants as follows:

(a) The Owner (I) is a limited partnership duly organized under the laws of the State of Oregon, and is qualified to transact business under the laws of the State of Oregon, (II) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (III) has the full legal right, power and authority to execute and deliver this Declaration.

(b) The execution and performance of this Declaration by the Owner (I) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (II) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (III) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Declaration, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Declaration, any Loan Documents relating to the Project or other permitted encumbrances).

(d) There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Declaration) or would materially adversely affect its financial condition.

(e) The Project constitutes or will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in IRC Section 42 and applicable regulations.

(f) Each unit in the Project contains complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless) which are to be used on other than a transient basis.

(g) During the Term of this Declaration, all units subject to the Credit shall be leased, rented or made available to members of the general public who qualify as Low-Income Tenants (or otherwise qualify for occupancy of the low-income units) under the applicable election specified in Section 42(g) of the IRC.

(h) The Owner agrees that tenant and third parties will be eligible to enforce IRC Section 42 entitlements as

[redacted]

provided by the Fair Housing Act, as amended.

(i) During the term of this Declaration, the Owner covenants, agrees and warrants that each low-income unit is and will remain habitable.

(j) Subject to the requirements of IRC Section 42 and this Declaration, the Owner may sell, transfer, or exchange the entire Project at any time, but the Owner shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Project or any interest therein that such acquisition is subject to the requirements of this Declaration and to the requirements of IRC Section 42 and applicable regulations. This provision shall not act to waive any other restriction on sale, transfer, or exchange of the project or any low-income portion of the Project. The Owner agrees that the Department may void any sale, transfer, or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Declaration and the requirements of IRC Section 42. Notwithstanding the foregoing, the owner shall not dispose of any portion of a building which constitutes a portion of the Project and to which this Declaration applies unless the entire building is disposed of to such person.

(k) The Owner agrees to notify the Department in writing prior to any sale, transfer, or exchange of the entire Project or any low-income portion of the Project.

(l) The Owner will provide certified financial documentation acceptable to the Department to satisfy the calculation of a qualified contract and to begin the one year period for finding a buyer in accordance with IRC Section 42(h)(6) if desired.

(m) The Owner shall not demolish any part of the Project, substantially subtract from any real or personal property of the Project, or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Declaration unless required by law or unless the Department has given its prior written consent.

(n) The Owner represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged, destroyed, shall be condemned, or acquired for public use, the Owner will use its best efforts, subject to the rights of any mortgagee, to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Declaration.

(o) The Owner warrants that it has not and will not execute any other Declaration with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(p) The applicable fraction for each building of the Project during the term of this Agreement shall not be less than the applicable fraction specified in the Low-Income Housing Tax Credit Determination Letter and Agreement (the "Agreement") executed by the Owner as 100 percent. [See IRC Section 42(h)(6)(B)]

(q) The Department may require the Owner to reduce rents charged for low-income units if property taxes imposed upon the Project are reduced because of a change in Oregon law. Any reduction in rent required by the Department shall not exceed the reduction in property taxes, taking into account any replacement taxes or equivalent charges, and shall further take into account prevailing operating expenses or debt coverage requirements of the Project's lender(s).

5



(r) If the Section 8 Income Limits used to determine rent limits are reduced to account for a reduction in property taxes imposed on the Project because of a change in Oregon law or if rents are otherwise reduced by federally subsidized housing assistance programs or comparable program to account for a reduction in property taxes imposed on the Project because of a change in Oregon law and the Department determines that the reduced rent charged for low-income units in the Project appropriately reflects the reduction in property taxes, then Section 3(q) of this Declaration shall not apply.

(s) The owner will not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

(t) The owner agrees to fill out and sign Part II of the Form 8609 required to be completed by the building owner for the first year of the credit period and return a copy (without Schedules and other supporting documents) to the Department for the purposes of compliance monitoring.

(u) The Department may charge a reasonable fee comparable to fees charged by the Department for monitoring activities in accordance with Section 8(d) of this Declaration for rent reviews and determinations made pursuant to Sections 3(q) and 3(r) of this Declaration.

SECTION 4 -INCOME RESTRICTIONS; RENTAL RESTRICTIONS

The Owner represents, warrants, and covenants that from and after initial occupancy and throughout the remaining term of this Declaration and in order to satisfy the requirements of IRC Section 42 ("Section 42 Occupancy Restrictions") that;

(Check applicable percentage election)

(a) (1) _ At least 20 percent or more of the residential units in the Project will be both rent-restricted and occupied by individuals whose income is 50 percent or less of family adjusted area median income.

(2) X At least 40 percent or more of the residential units in the Project will be both rent-restricted and occupied by individuals whose income is 60 percent or less of family adjusted area median income.

(b) The Department may require that the determination of whether a tenant meets the low-income requirement be made by the Owner or his designated agent at least annually on the basis of the current income of such Low-Income Tenant.

SECTION 5 - DEPARTMENT'S OCCUPANCY RESTRICTIONS

The Owner represents, warrants and covenants throughout the term of this Declaration that:

(a) Project rents will not exceed the gross rent allowable under IRC Section 42.

(Check b through e, if applicable)

(b) X The Owner will extend the income and rental restrictions of IRC Section 42 for 15 years after the close of the compliance period.

(c) X Regardless of any provision in this Declaration to the contrary, the Department's Occupancy Restrictions provided by this Section shall remain in place for a period of 30 years or until January 1, 2025 except in the case of foreclosure or deed in lieu of foreclosure of a prior recorded lien to this Declaration as provided in Section 6(b)(1) but subject to Section 6(c) of this Declaration.

(Check applicable election)

(d) (1) _X_ The Owner will SET the earliest date upon which the Owner may request the Department to assist in procuring a qualified contract for the acquisition of the low-income portion which is a part of the Project to after year 14, from the year the project was placed in service.

(2) __ ~~The Owner will POSTPONE the earliest date upon which the Owner may request the Department to assist in procuring a qualified contract for the acquisition of the low-income portion which is a part of the Project from after year 14 to year , from the year the project was placed in service.~~

(e) _ Operating reserves when released from restricted use shall be wholly used to subsidize tenant rents consistent with guidelines prescribed by the Department.

SECTION 6 - TERM OF DECLARATION

(a) Except as hereinafter provided, this Declaration and the IRC Section 42 Occupancy Restrictions specified herein shall commence with the first day in the Project period on which any building which is part of the Project is placed in service and shall end on the date which is 15 years after the close of the compliance period.

(b) The Owner shall comply with the requirements of IRC Section 42 relating to the extended use period, provided, however, this Declaration and the extended use period for any building which is part of this Project shall terminate:

(1) On the date the building is acquired by foreclosure or instrument in lieu of foreclosure; or

(2) On the last day of the one-year period specified in IRC Section 42(h)(6)(I), if the Owner has properly requested in accordance with IRC Section 42 that the Department assist in procuring a qualified contract for the acquisition of the low-income portion of any building which is a part of the Project, the Department and the Owner have agreed upon the terms of sale as specified in Section 3(l) of this Declaration, and the Department is unable to present a qualified contract within one year of reaching written agreement regarding the terms of sale.

(c) Notwithstanding subsection (b) above, IRC Section 42 rent requirements shall continue for a period of three years following the termination of the extended use requirement pursuant to the procedures specified in subsection (b) above for those tenants existing as of the date of termination. During such three-year period, the Owner shall not evict or terminate the tenancy of an existing tenant of any low-income unit other than for good cause and shall not increase the gross rent above the maximum allowed under the IRC with respect to such low-income unit.

(d) If the Owner has agreed to optional Department's Occupancy Restrictions as reflected in Section 5 of this Declaration, neither this Declaration nor the extended use period shall terminate until the time period for compliance with such Department's Occupancy Restrictions has expired subject to earlier termination under Section 6(b)(1) above.

[redacted]

SECTION 7 - ENFORCEMENT OF DEPARTMENT'S OCCUPANCY RESTRICTIONS

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Department, to inspect any books and records of the Owner regarding the Project with respect to the incomes of Low-Income Tenants which pertain to compliance with the Department's Occupancy Restrictions specified in this Declaration.

(b) The Owner shall submit any other information, documents, or certifications requested by the Department which the Department shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the Department's Occupancy Restrictions specified in this Declaration.

SECTION 8 - ENFORCEMENT OF SECTION 42 OCCUPANCY RESTRICTIONS

(a) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of IRC Section 42 and applicable regulations of this Declaration. Moreover, Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary, in the opinion of the Department) to comply fully with the IRC and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed and published by the United States Department of the Treasury, the Internal Revenue Service, or HUD from time to time pertaining to Owner's obligations under IRC Section 42 and affecting the Project.

(b) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with restrictions provided in this Declaration is to assure compliance of the Project and the Owner with IRC Section 42 and the applicable regulations, AND BY REASON THEREOF, THE OWNER IN CONSIDERATION FOR RECEIVING LOW-INCOME HOUSING TAX CREDITS FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT THE DEPARTMENT AND ANY INDIVIDUAL WHO MEETS THE INCOME LIMITATION APPLICABLE UNDER SECTION 42 (WHETHER PROSPECTIVE, PRESENT OR FORMER OCCUPANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION. The Owner hereby further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(c) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Department and all persons interested in Project compliance under IRC Section 42 and the applicable regulations.

(d) The Owner agrees to take any and all actions reasonably required by the Department to substantiate the Owner's compliance with occupancy restrictions of IRC Section 42 as now constituted or subsequently amended and other occupancy restrictions of the Department as now constituted or subsequently adopted and will pay a reasonable fee to the Department for the Department's monitoring of the Owners compliance based upon the Department's monitoring costs.

(e) This Declaration and the Determination Letter and Agreement of which it is a part may be enforced by the Department or its designee in the event the Owner fails to satisfy any of the requirements herein. In addition,

this Declaration shall be deemed a contract enforceable by one or more Tenants as third-party beneficiaries of the Declaration and Determination Letter and Agreement. In the event the Owner fails to satisfy the requirements of this Declaration or the Determination Letter and Agreement and legal costs are incurred by the Department or one or more of the tenants or beneficiaries, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from, the Owner.

SECTION 9 - EXTENDED LOW-INCOME HOUSING COMMITMENT ****NOT APPLICABLE**** An Option and Right of First Refusal Agreement has been entered into with Tualatin Valley Housing Partners, the Project's co-General Partner.

~~(a) For the purpose of ensuring that the project will continue to be used as affordable housing indefinitely, Owner~~ hereby agrees to transfer the Project to a "qualified nonprofit organization" [as defined in IRC 42(h)(5)(C)] acceptable to the Owner, the Department and the mortgage lender after the end of the calendar year falling 15 years after the issuance of the Forms 8609 for the Project, or as soon thereafter as the transfer can be consummated, on the following terms:

(1) The consideration for the transfer shall be in accordance with the formula in IRC Section 42(h)(6)(F) in an amount equal to the sum of (a) the principal amount of outstanding indebtedness secured by the Project, (b) the adjusted investor equity in the Project, and (c) other capital contributions not reflected in the amounts described above, reduced by cash distributions from (or available for distribution from) the Project.

(2) Owner shall be under no obligation to transfer the Project to a qualified organization in the event that no acceptable qualified organization accepts title and assumes Owner's obligations before the end of the calendar year falling 15 years after the issuance of the Forms 8609 for the Project.

(3) In making the determination of the transferee qualified nonprofit organization, first right of refusal shall be given to _____.

(4) Any controversy related to the selection of the transferee qualified organization shall be settled by arbitration pursuant to the rules of the American Arbitration Association.

(b) Owner further covenants to use its reasonable best efforts to assure that, at the time of the transfer: (i) the Project is generating sufficient cash flow to service Project debt and pay Project operating expenses; and (ii) the Project is in reasonably good physical condition (for a multi-family apartment project of its age and quality).

(c) No provision of this section shall prevent any lender loaning funds secured by the Project from foreclosing on the property or otherwise exercising its full right as a lender. In the event of a bonafide foreclosure or transfer of the Project to a lender by a deed in lieu of foreclosure, the foreclosing lender shall take the Project free and clear of any obligation to transfer the Project to a nonprofit organization or to operate the Project as affordable housing except as provided for in IRC Section 42. The Department or its assigns shall have ~~the right to cure any default to avoid foreclosure and assure transfer as stated above.~~

SECTION 10 - MISCELLANEOUS

(a) Severability. The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions thereof.

(b) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Department:	Oregon Housing and Community Services Department ATTN: LIHTC PROGRAM 1600 State Street Salem, Oregon 97310-0161
To the Owner:	HAWTHORNE VILLA LIMITED PARTNERSHIP ATTN: CHAD RENNAKER 16101 SW 72ND AVENUE SUITE 200 PORTLAND OR 97224

The Department, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. The Owner agrees that it will take all actions necessary to effect amendment of this Declaration as may be necessary to comply with the IRC, any and all applicable rules, regulations, policies, procedures, rulings, or other official statements pertaining to the Credit. The Department, together with Owner, may execute and record any amendment or modification to this Declaration and such amendment or modification shall be binding on third-parties granted rights under this Declaration.

(d) Subordination of Declaration. This Declaration and the restrictions hereunder are subordinate to the permanent loan and loan documents on the Project in an original principal amount not to exceed $4,000,000, except insofar as IRC Section 42 (h)(6)(E) otherwise requires. The Department may subordinate this Declaration to other Financing, in its sole discretion and such subordination shall be binding on all third-parties granted rights under this Declaration.

(e) Governing Law. This Declaration shall be governed by the laws of the State of Oregon and, where applicable, the laws of the United States of America.

(f) Survival of Obligations. The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first written above.

OWNER

Hawthorne Villa Limited Partnership

By: _____

Name: G. David Sebastian

Title: President, Hawthorne Villa GP, Inc.,
General Partner of Hawthorne Associates Limited Partnership,
a General Partner

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me this 8th day of April, 1997, by G. David Sebastian, President

Stephanie Carter

NOTARY PUBLIC FOR OREGON
My Commission Expires: Nov. 12, 2000

OFFICIAL SEAL
STEPHANIE CARTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 039314
MY COMMISSION EXPIRES NOV. 12, 2000

This document prepared this March 27, 1997, by: Kami P. Kalevor
Print Name: *Kami P. Kalevor*
Title: *Tax Credit Program Representative*

h:\hOVilla\letters\
Revised 3/97

[redacted]

EXHIBIT "A"

PARCEL I:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, situated in Section 36, Township 1 South, Range 1 West, Willamette Meridian; thence South 89°00' East, 1887.60 feet to a point in the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1204.0 feet to an iron pipe, said iron pipe marking the Northwest corner of that tract conveyed in Deed Book 279, Page 648; thence South 89°49' East, 25.0 feet along the North line of that tract conveyed in Deed Book 279, Page 648 to the Northeast corner of said tract and true point of beginning of the tract herein described; thence South 89°49' East, 25.0 feet; thence North 0°11' East parallel with the East line of that tract described in deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, Washington County Records, 173.66 feet; thence South 88°17' East, 96 feet to the East line of said Cason tract; thence South 0°11' West along the East line of said Cason tract, 315.0 feet to the Southeast corner thereof; thence North 88°17' West along the South line of said Cason tract, 121.6 feet to the Southeast corner of that tract conveyed in Deed Book 279, Page 648; thence North 0°11' East along the East line of that tract conveyed in Deed Book 279, Page 648, 141.34 feet, more or less, to the true point of beginning, all situated in Washington County, Oregon.

PARCEL II:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, situated in Section 36, Township 1 South, Range 1 West, Willamette Meridian; thence South 89°00' East, 1887.60 feet to a point in the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1204.0 feet to an iron pipe, said iron pipe marking the Northwest corner of that tract conveyed in Deed Book 279, Page 648, and the true point of beginning herein described; thence South 89°49' East, 110.0 feet to a point; thence North 0°11' East parallel with the East line of that tract described in deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, Washington County Records, 173.66 feet to a point; thence North 88°37' West, 110.0 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 173.66 feet to the true point of beginning.

12

PARCEL III:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, situated in Section 36, Township 1 South, Range 1 West, Willamette Meridian and running thence South 89°00' East, 1887.60 feet to a point in the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1204.0 feet to an iron pipe, said iron pipe marking the Northwest corner of that tract conveyed in Deed Book 279, Page 648; thence South 89°49' East, 85.0 feet along the North line of that tract conveyed in Deed Book 279, Page 648 to the Northeast corner of thereof; thence South 89°49' East, 28.0 feet; thence North 0°11' East parallel with the East line of that tract described in deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, Washington County Records, 173.66 feet; thence South 88°17' East, 81.0 feet to the true point of beginning of the herein described premises; thence continuing South 88°17' East, 45.0 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 90.0 feet; thence North 88°17' West, 45.0 feet; thence South 0°11' West, 90.0 feet to the true point of beginning.

PARCEL IV:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim in Section 36, Township 1 South, Range 1 West, Willamette Meridian in the County of Washington and State of Oregon, and running thence South 89°00' East, 1887.60 feet to a point on the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1030.34 feet to a point on the West line of that tract described in deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, records of Washington County, being the Westerly Northwest corner of that tract described in Mortgage recorded October 29, 1968, in Book 722, Page 520, records of Washington County and the true point of beginning of the herein described premises; thence South 88°17' East 141.6 feet; thence North 0°11' East, 90.0 feet; thence South 88°17' East, 45.0 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 171.34 feet to a point; thence North 88°17' West, 65.0 feet to a point; thence South 0°11' West, 75.0 feet to a point; thence North 88°17' West, 141.6 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 186.34 feet to the true point of beginning.

13

PARCEL V:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, in Section 36, Township 1 South, Range 1 West of the Willamette Meridian and running thence South 89°00' East, 1887.60 feet to a point on the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 844.0 feet to a point on the West line of that tract described in deed to Leonard E. Cason et al, recorded January 16, 1968, in Book 677, Page 139, records of Washington County, being the Westerly Northwest corner of the first tract described in Mortgage recorded February 4, 1969, in Book 732, Page 89, records of Washington County and the true point of beginning of the herein described property; thence South 88°17' East, 141.6 feet to a point; thence North 0°11' East, 75.0 feet to point; thence South 88°17' East, 65.0 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 113.66 feet to a point; thence North 88°17' West, 206 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 190 feet to the true point of beginning.

PARCEL VI:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim in Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon and running thence South 89°00' East, 1887.60 feet to a point on the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 834.0 feet to a point on the West line of that tract described in deed to Leonard E. Cason et al, recorded January 16, 1968, in Book 677, Page 139, records of Washington County, being the Northwest corner of the first tract described in Mortgage recorded in Book 745, Page 285, records of Washington County and the true point of beginning of the herein described property; thence South 88°17' East, 206 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 186.0 feet to a point; thence North 88°17' East, 206 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 186.0 feet to the true point of beginning.

[redacted]

PARCEL VII:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim in Section 36; thence South 89°00' East, 1687.00 feet to a point on the Northerly boundary of said Donation Land Claim; thence South 0°11', 290 feet to a point, said point being the Southwest corner of a tract conveyed to Oscar Sidler and Grace Sidler by deed recorded November 28, 1911 in Deed Book 90, Page 48, and the true point of beginning; thence South 0°11' West, 178 feet to a point on the West line of that tract described in a deed to Leonard R. Cason et al, recorded January 18, 1868 in Book 677, Page 139, records of Washington County, being the Northwest corner of the first tract described in Mortgage recorded May 19, 1871, in Book 818, Page 147, records of Washington County; thence South 88°17' East, 206 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 178 feet to the South line of said Sidler tract; thence North 89° West along the South line of said Sidler tract, 206.0 feet to the true point of beginning.

15

AIS-5439 **6.**

Business Meeting

Meeting Date: 04/02/2024

Length (in minutes): 25 Minutes

Agenda Title: Climate Change and Health Impacts in Washington County including Tigard

Authored By: Kenny Asher

Presented By: Tigard Community Engagement Coordinator Judi Martin, and WashCo Public Health Representative Kathleen Johnson

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Washington County Public Health staff will share new health impact data connected to climate change and the threat it poses to residents citywide.

ACTION REQUESTED

In advance of the City Council's mid-year review of the City Council goals for 2023-2025, the presentation tonight will be relevant to Council's goal to **Address Community's Impact on the Climate:** Mayor Lueb and the Council will prioritize climate action that reduces the community's impact on the climate crisis and makes the community resilient to the inequitable impacts of climate change. That will include strategies to mitigate the carbon pollution impact of city operation, engaging with homeowners and renters, and exploring additional incentive programs for the community.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

Council received a briefing on Climate and Community Resilience on April 12, 2022.

Public Involvement

The Tigard Community Development team is serving as a convener for Climate Action Tigard; community members interested in educating and modeling achievable changes the community can make to reduce their carbon footprint and contribute to reduced greenhouse gas and carbon-dependent energy pollution that impacts public health.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

ALTERNATIVES & RECOMMENDATION

Council can choose not to receive a briefing from the County's Public Health team.
Teammates recommend participating in the briefing for its importance to the upcoming review of Council goals related to addressing the community's impact on climate.

ADDITIONAL RESOURCES

There is an enormous amount of data on this subject, but two agencies are relevant to Tigard - Washington County Public Health and the CDC. Attached is the 2023 climate health report produced jointly by Washington, Multnomah and Clackamas counties showing the effect extreme weather and poor air quality has on public health. Also attached is a report from the CDC illustrating the impact climate change has made on the Pacific NW population.

Attachments

CDC Regional Health Effects of PNW

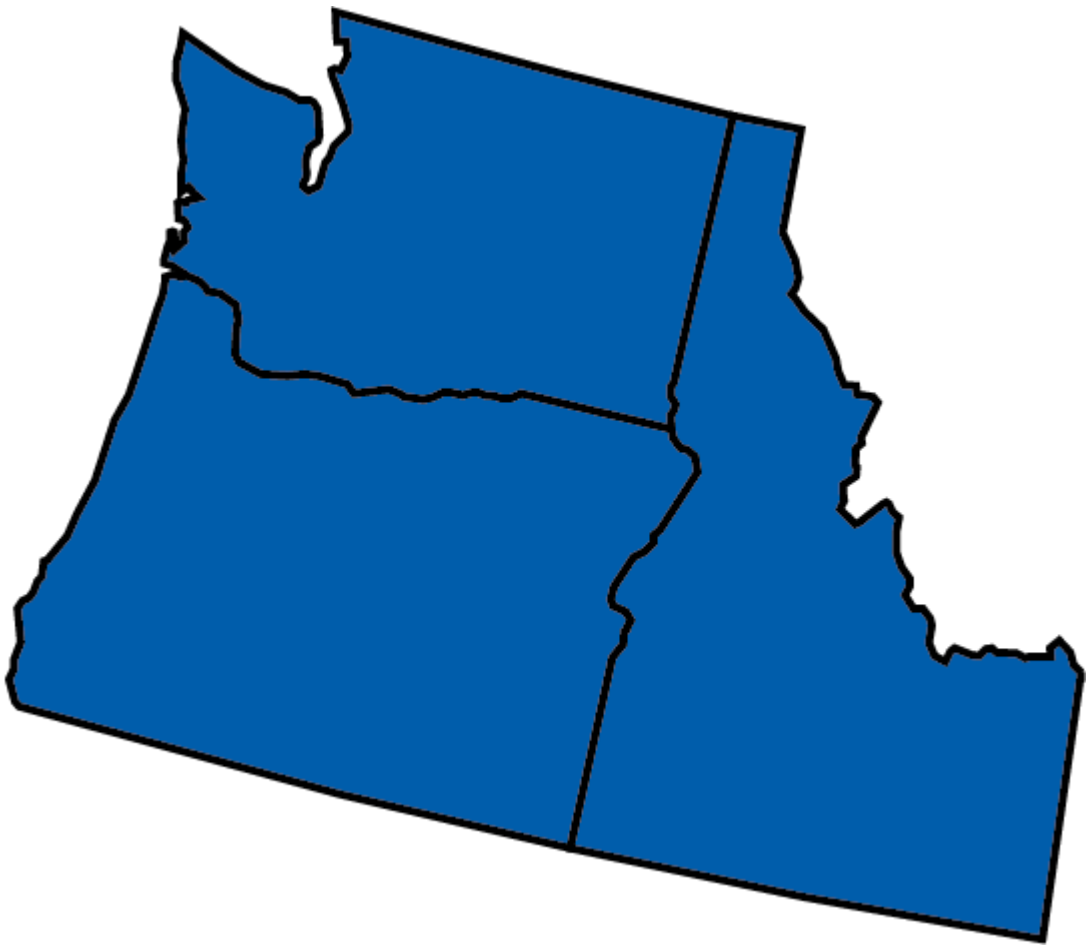
Washington Co Regional Climate Health & Monitoring 2023

WashCo PPt

Climate and Health

Regional Health Effects - Northwest

Health Impacts



Temperature-Related Death and Illness

While the Northwest is not typically considered a high-risk area for heat-related illness, heat waves (defined as 5-day, 1-in-10-year events) across the country are projected to increase in frequency and intensity. In the Northwest, nighttime heat waves (defined as 3-day, 1-in-100-year events) have a greater influence on human health than daytime heat waves and have increased in frequency since 1901. These changes are projected to make heat-related illness more common in the future. In particular, agricultural workers are at increased risks for heat-related injuries because they work outside during the summer harvest season.

Air Quality Impacts

More frequent wildfires and poor air quality are expected to increase respiratory illnesses in the decades to come. Wildfire smoke can be severe, particularly in communities in the eastern Northwest. Smoke events during 2004–2009 were associated with a 7.2% increase in respiratory hospital admissions among adults over 65 in the western United States. In Boise, Idaho, 7 of the last 10 years have included smoke levels considered “unhealthy for sensitive groups” (including children) for at least a week during the fire season, causing some cancellation of school-related sports activities. Additionally, projected increases in ground-level ozone (smog), small particulate matter (PM2.5), and airborne allergens can further complicate respiratory conditions.

Vector-Borne Diseases

In the last several years, the region has seen an increase in some infectious diseases. A potential increase in Lyme disease cases in some states is associated with rising temperatures and changing tick habitat. The Washington Department of Health’s vector surveillance program has observed an earlier onset of West Nile virus-carrying mosquitoes, likely associated with

higher temperatures, and an increasing number of human infections, with some resulting in fatalities. Before 1999, >*Cryptococcus gatti* infections were limited to the tropics, but *Cryptococcus gatti* is now established in Northwest soil, with 76 cases occurring in Oregon in 2015.

Water-Related Illness

Future extreme precipitation events could increase the risk of exposure to water-related illnesses as the runoff introduces contaminants and pathogens (such as *Cryptosporidium*, *Giardia*, and viruses) into drinking water. The Oregon Health Authority recorded spikes in cases of *Salmonella* and *E. coli* during months with extreme heat in 2015. A large outbreak of Shigellosis (a bacterial diarrheal disease) occurred in late 2015, affecting a large number of homeless people in the Portland Metro region; this outbreak was associated with unusually extreme precipitation.

Food Safety, Nutrition, and Distribution

Climate change is projected to impact First Foods, or foods that tribes have historically cultivated for subsistence, economic, and ceremonial purposes. The cultural practice of harvesting and consuming First Foods is integral to Tribes. The loss or decline of First Foods is projected to have cascading physical and mental health impacts for Tribes. Changes in drought conditions and increased water temperatures have increased the potential for freshwater harmful algal blooms in recreational waters. Toxins from marine harmful algal blooms can accumulate in shellfish, leading to illnesses for those who eat them.

Mental Health and Well-Being

Climate-driven hardships can also affect mental health, resulting in outcomes ranging from stress to suicide. Oregon, Washington, and Idaho all rank among the top 10 states in terms of prevalence of mental illness and lowest access to mental health care. Children and youth, in general, will likely experience cumulative mental health effects of climate change over their lifetimes. The cultural practice of harvesting and consuming First Foods is integral to tribes and Indigenous health. First Foods are foods that tribes have historically cultivated for subsistence, economic, and ceremonial purposes. The loss or decline of First Foods is projected to have cascading physical and mental health impacts for tribes and Indigenous peoples.

Populations of Concern

Tribes, farmworkers, and low-income populations in urban and rural environments are three sets of frontline communities (those communities likely to experience climate impacts first and worst) in this region.

CDC-Funded Jurisdictions

Oregon Health Authority

The Oregon Climate and Health Program addresses the health effects of climate change by focusing on developing cross-sectoral partnerships and promoting systems and policy changes that build resilience across a broad range of climate impacts, including extreme heat, extreme cold, wildfire, air quality and respiratory illnesses, flooding, sea level rise, vectorborne diseases, water-borne disease, mental health, drought, harmful algal blooms, and extreme weather events, such and hurricanes and tornadoes. This work primarily serves local and tribal health departments, partner state agencies, community health workers, and other state public health programs, including emergency preparedness, chronic disease prevention, and acute and communicable disease. Some of the program's activities include developing the public health workforce, informing statewide climate policy and planning, and supporting partners in building social resilience. The Oregon Public Health Division (OPHD) has also provided funding, training, and technical assistance to five local health jurisdictions.

Washington State Department of Health

With a 2019 mini-grant from CDC and the Council of State and Territorial Epidemiologists (CSTE), Washington state assessed climate and respiratory health issues. They developed best practice guidance on wildfire communications outreach and tested the utility of low-cost air quality sensors during wildfires.

Washington State also received an additional grant from CDC in partnership with the Association of State and Territorial Health Officials (ASTHO) in 2019 to aid development of regional climate and health profiles and climate-related risk communication efforts. This project allowed for localized input to address specific needs in regions throughout the state.

Washington State also received an additional grant in 2020 from CDC and the National Environmental Health Association (NEHA) focused on Health in All Policies (HiAP), which will help support local partners in identifying climate-sensitive health risks and generate resilience strategies that could inform local planning decisions, including county comprehensive management plans. In particular, Washington State plans to provide mini-grants to local health agencies and nonprofit community organizations, as well as host a workshop with local agencies, community organizations, and academic partners to share mini-grant learnings and generate next steps to increase consideration of climate change, health, and equity in local planning.

Lummi Nation

The Lummi Nation (located in what is now called Washington State) is developing plans to protect their community from harmful algal blooms and toxins in shellfish that are influenced by warming waters. This included communication activities and assessment of local community needs.

Swinomish Indian Tribal Community

The Swinomish Indian Tribal Community (located in what is now called Washington State) created the "Swinomish climate change health impact assessment and action plan" by tailoring CDC's BRACE framework using Swinomish-specific health values, definitions, and priorities. Extensive community input and "values-driven" data informed the plan. They documented and shared the process with other Tribes (i.e., through educational materials) so that they may be better informed to move forward with their impact assessment and action plans.

Clackamas County Public Health, Oregon

Clackamas County Public Health partnered with multiple neighboring counties (Multnomah County Health Department and Washington County Public Health) to form a regional collaborate. They developed a comprehensive climate change and health impact assessment report and an accompanying data visualization tool for the Portland metropolitan region. The project involved engagement of stakeholders to ensure inclusion of local needs.

Download the factsheet for Preparing for the Health Impacts of Climate Change in the Northwest [PDF – 190 KB | Print Only]. For more on the effects of climate change on health in different regions, see "Preparing for the Regional Health Impacts of Climate Change in the United States." [PDF – 2.78 MB]

Relevant Links

- Fourth National Climate Assessment Chapter: Northwest
- NOAA RISA: The Pacific Northwest Climate Impacts Research Consortium (CIRC)
- NOAA State Climate Summary: Idaho , Oregon , Washington
- NIHHIS/NOAA 2020 Urban Heat Island Community Science Campaign Cities : Portland, OR; King County and City of Seattle, WA

Page last reviewed: January 7, 2021

Health, Housing & Human Services
CLACKAMAS COUNTY

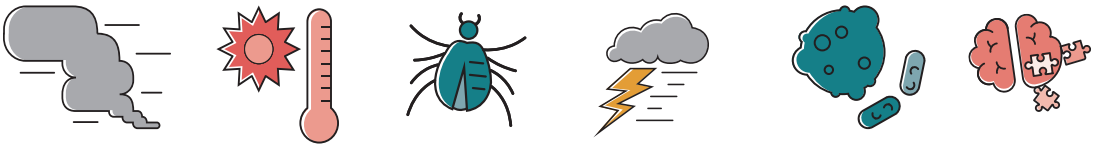
MULTNOMAH COUNTY HEALTH DEPARTMENT

WASHINGTON COUNTY OREGON

Public Health
Prevent. Promote. Protect.

2012-2022

Regional Climate and Health Monitoring Report



Summer 2023

Table of contents

1 Introduction

8 Climate and health indicators

- **8** Extreme heal 
- **17** Extreme weather events 
- **20** Air quality 
- **28** Vector-borne disease 
- **32** Communicable disease 

36 Mental health 

46 Looking forward

47 References

Report contributors

Clackamas County. Allina Cannady, Public Health data analyst; Armando Jimenez, The Center for Population Health program manager; Dr. Sarah Present, health officer.

Multnomah County. Brendon Haggerty, Healthy Homes and Communities manager; Jairaj Singh, climate and health program specialist senior; Dan Trifone, climate and health program specialist; Scott Moshier, health department communications.

Washington County. Kathleen Johnson, community environmental health senior program coordinator; Lauralee Fernandez, emergency preparedness and environmental epidemiologist; Blanca Perez, emergency preparedness and environmental data analyst, Mary Sawyers, public health communications; Highland Edelman, climate and health program coordinator.

Acknowledgments

We would like to thank the stakeholders who shared their expertise on the intersection of climate change and mental health, the staff from the tri-county health departments and Oregon Health Authority for providing review and feedback on this report.

Introduction



Climate change and health

Climate change is a major public health concern that affects the health and well-being of people living in the region. The 2018 National Climate Assessment found that the Pacific Northwest has warmed about two degrees Fahrenheit since 1900, resulting in warmer winters, declining snow pack, and more instances of high heat, drought, and wildfires.[1] The 2023 Oregon Climate Assessment projects an average increase of five degrees Fahrenheit by 2050, and eight degrees by 2080.[2] These reports found health impacts related to heat illness, infectious diseases, drinking water quality issues, extreme weather, and mental health.

The 2023 United Nations Intergovernmental Panel on Climate Change reported that human induced climate change, including more frequent and intense extreme climate events, has caused widespread adverse impacts including losses and damages to nature and people.[3] Across regions, those most vulnerable to climate impacts, including low-income households, Black, Indigenous and People of Color (BIPOC), older adults, young children, and people experiencing houselessness, are disproportionately affected.[3] Addressing the cause of these environmental conditions and slowing future warming rates will depend on finding ways to reduce greenhouse gas emissions.[4]

Addressing the health impacts caused by climate change will require a collaborative and comprehensive approach involving public health, health care, community-based organizations, civic groups, private industry, and local and state elected officials. This approach will rely on identifying and monitoring the ways health is impacted by climate change in the region.

What is this report?

The Regional Climate and Health Monitoring Report provides data on 11 health indicators and includes population health data from the tri-county region: Clackamas, Multnomah, and Washington counties. The indicators span six areas that climate change is known to affect. Results from this report will help guide current adaptation and mitigation efforts and serve as a benchmark for ongoing measurement.

What is in the 2023 update?

This document is the third Regional Climate and Health Monitoring Report. The first report was released in 2019. This update:

- Adds two years of the most recent data from 2021-2022 for most indicators.
- Compares heat-related illness, air-quality related illness, and pollen allergy emergency department (ED) visits from 2021 to 2022 to recent years (2016-2019).
- Explores the difference in populations seeking urgent and emergency care for exposure to extreme heat and air pollution compared to all cause emergency department and urgent care visits.
- Takes a deeper look at acute climate events that occurred in our region in 2020-2022 and community mental health impacts, including:
    - Google search volume for anxiety, trauma, and mental health services during the June 2021 heat dome event.
    - Community and first responder informant interviews about mental health during acute climate events.
- Highlights impacts from the June 2021 heat dome event on deaths, and emergency department and urgent care visits.
- Changes some of the ways indicators are measured, which may result in different counts or rates than seen in previous reports.
    - Replaces National Oceanic and Atmospheric Administration (NOAA) extreme weather injuries and deaths data with Oregon vital (death) statistics data.
    - Replaces asthma-like symptom ED visits with air quality-related respiratory ED visits to capture all non-infectious respiratory visits to the emergency department.
    - Replaces general allergy ED visits with pollen allergy ED visits to capture more specific effects of increased pollen counts from climate change.

Acknowledgment of potential COVID-19 impact for 2020-2022

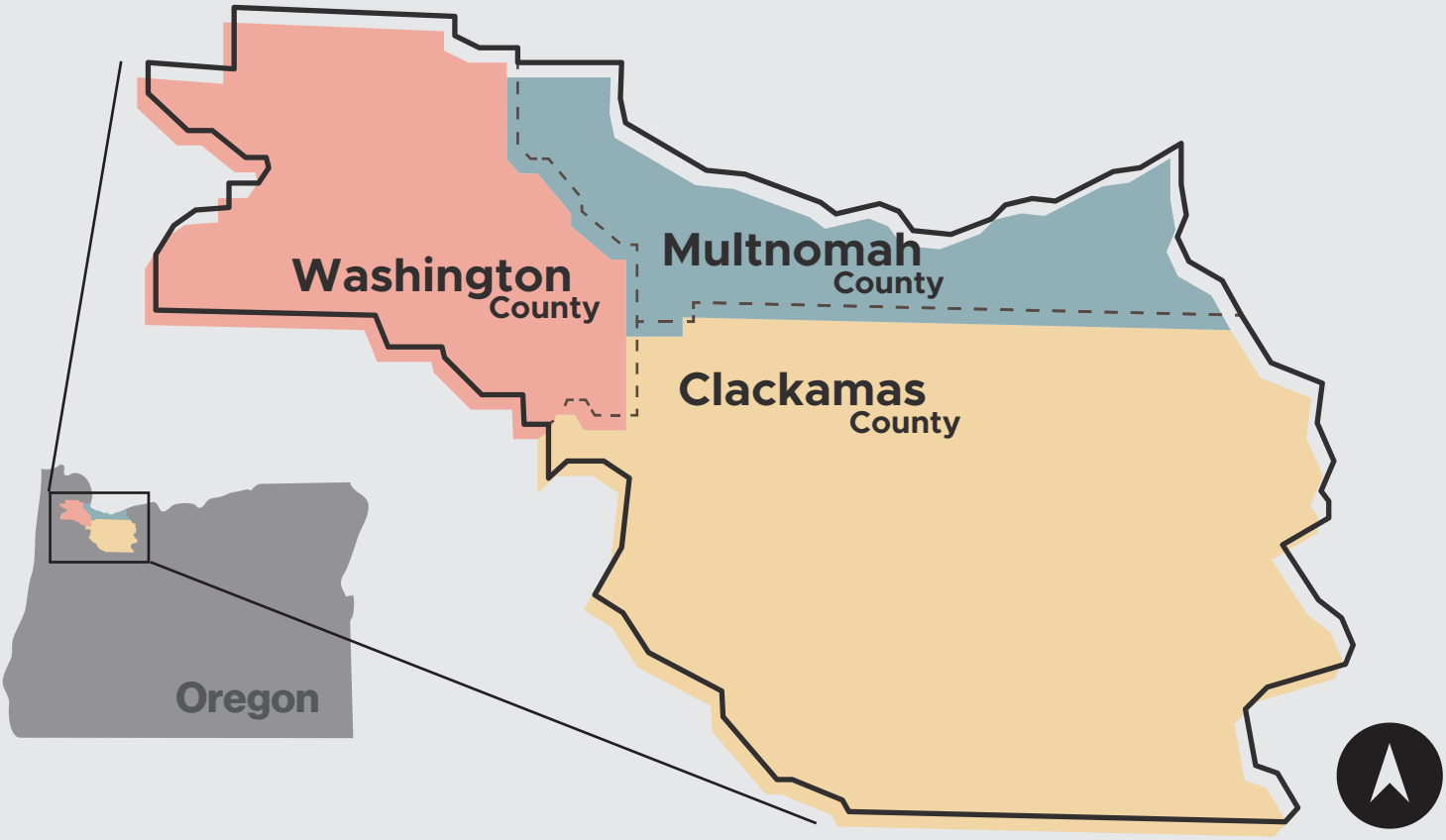
The COVID-19 pandemic changed daily life in many ways. Across the United States, all non-infectious hospitalizations in 2020 were lower than previous years.[5] Certain types of visits returned to pre-pandemic values near the end of 2020, but others, including infectious respiratory disease visits, remained low until 2021.[6] This difference may be attributed to changed behaviors, such as masking, that decreases exposure to pollen allergens and changes to the ways people interacted with the healthcare system during this time. Data in this report suggest that most indicators returned to pre-pandemic levels in 2022; however, we need more time to understand the full extent of long-term behavior changes since the start of the pandemic.

Key takeaways

This report updates baseline measurements of health conditions that are influenced by climate change with new data available from 2021 through 2022. It compiles data from multiple sources to capture a broad view of climate change and health. It also describes how more recent data compare to past years, and explores if populations seeking care at emergency departments for heat-related and air-quality related morbidity differ significantly by age, race/ethnicity, or sex compared to all emergency department visits. Key takeaways include:

- During the summer of 2021, when the region experienced a record-setting heat dome event, 94 people died, compared to a typical year where the region would expect one heat-related death.
- ED visits during the summer of 2021 more than doubled, compared to the average number of visits in past years (2016-2019). That trend continued in 2022 when there were 40% more visits than in past years. As summer temperatures increase, illness from extreme heat is a continued concern for the region.
- Since 2014, 236 people in the region have lost their lives due to extreme weather events. Most people died due to extreme heat, but 84 of those people died because of exposure to extreme cold, which is also a growing concern. The death data related to extreme cold highlights the need to better understand the impact of cold-related illness (hypothermia).
- More people visit the emergency department for air quality-related respiratory illness (including pollen allergies) than for any of the other health indicators included in the report.
- To assess mental health impacts of climate change, researchers interviewed emergency and community responders who were working during the wildfires in 2020 and the heat dome in 2021. The most prominent theme identified during these interviews was a lack of mental health providers and services. Responders said that extreme weather events compounded trauma from the COVID-19 pandemic, historic inequities and systemic racism.

The tri-county region



The tri-county metro area is diverse, encompassing wild forestland, rich farmland, numerous rivers and lakes, and rural, suburban and urban communities. Clackamas, Multnomah, and Washington counties operate as a contiguous region where community members cross county borders to work, live, attend school, and recreate. They are the three most populous counties in Oregon with more than 1.8 million people, about 43% of the state's population.[7] Since 2010, the regional population has increased by 12%.

Increases in the number of residents creates a greater burden on our transportation, health care, utility, and social service systems—services people rely on during extreme climate events and other disasters. Projected climate impacts for Clackamas, Multnomah, and Washington counties include more extreme heat days, poorer air quality days, larger wildfires, and heavier rainfall increasing the risk of floods and landslides. These changes are already affecting the health of the region's population.

Climate change and health equity

The conditions in which we live, learn, work, and play are some of the strongest predictors of our overall health and well-being. This includes access to and availability of safe and affordable housing, jobs with fair pay, quality education, health care, and safe neighborhoods. These conditions are shaped by past and present systemic racism, resulting in state and local policies designed to favor white communities. These decisions have left many racial and ethnic groups without social or political power to build intergenerational wealth and health, creating and reinforcing persistent health inequities.

The impacts of climate change on health vary significantly by individual characteristics and community conditions. Black people, Indigenous people, Latine/x people, and other people of color disproportionately experience the impacts of climate change. This is because climate change worsens existing inequalities in our communities that are often shaped by racism.

For low-income communities and communities of color, power and resource imbalances have created unhealthy living, working, and learning conditions that put people at greater risk for exposure, including extreme weather, air pollution, and flooding, limiting their ability to recover from climate change events.[8]

Policy changes and public health interventions cannot alter traits like life stage or physical and cognitive ability. However, these changes can address social conditions at the root cause of inequities, such as housing affordability or working environments.[9]

It is essential that low-income communities, communities of color and other historically disenfranchised communities participate in climate adaptation planning as they best understand their needs and full range of health impacts.

Unequal impacts

Throughout this report, the groups most impacted, either due to individual or community vulnerability, are outlined for each health impact area.

Key definitions

Health equity
Everyone has a fair opportunity to live a long, healthy life. It implies that health should not be compromised or disadvantaged because of an individual or population group's race, ethnicity, gender, income, sexual orientation, neighborhood, or other social condition.
Baltimore Public Health Commission, 2017

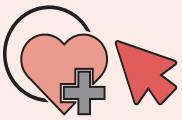
Systemic racism
Racism is codified into our laws and institutions, which were created on a foundation of the ideology of white supremacy; it upholds systems, structures, and policies that were created to advantage white people while neither serving nor benefiting people of color.
Multnomah County, Declaring Racism a Public Health Crisis

Climate change vulnerability
The degree to which people are at risk from the impacts of climate change based on the intersection of individual and community characteristics and considers how well they can cope with those impacts.
Public Health Institute, 2015

Climate change resilience
The ability to survive, recover from, and even thrive in changing climatic conditions.
Public Health Institute, 2015

Urban heat island
A neighborhood or part of a city that tends to get much warmer in the summer than other neighborhoods or surrounding rural landscapes due to differences in the landscape like unshaded roads and buildings.
National Integrated Heat Health Information System

Reporting methods



Indicator selection

Indicators for this benchmark were selected by a panel of local public health professionals based on guidance from national organizations, literature review, regional relevance, data availability, and previous climate change work in Oregon. Table 1 below shows each indicator in this report and the database from which it was sourced.



Benchmark period

The study period for this report is from 2012 through 2022 for all indicators except emergency department visits (heat-related illness, air-quality related respiratory illness, and pollen allergy symptoms), heat hospitalization, and extreme weather-related deaths. The data collection range for emergency department visits and heat hospitalization is 2016- 2022 due to changes in data collection methodology in the Oregon Health Authority (OHA) Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE) system. The data collection range for extreme weather-related deaths is 2014-2022.



Data presentation

For each environmental area, we provide a description of how climate change creates conditions that affect health and we describe the groups that are most vulnerable to those impacts. These narratives are based on academic literature and local data sources.

As in past reports, each indicator has a section called **"What is happening in the region?"** This consists of regional counts for each indicator in Clackamas, Multnomah, and Washington counties and presents a total for the entire tri-county region. Rates are reported per 100,000 population, as well as a count for the region and each county. Rates with counts of five or fewer events for individual counties or for the region are not reported due to possible reliability issues and identifiability. Rates are calculated with data from the 5-year U.S. Census American Community Survey. Rates for 2022 may change because we have used 2021 denominators. The American Community Survey 5-year population estimates for 2022 will not be released until December 2023; therefore, rates will be updated in future reports.

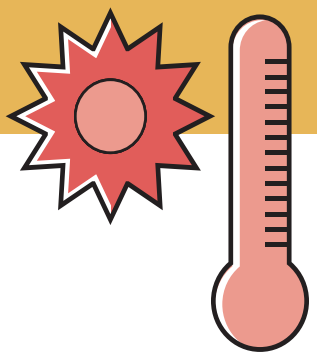
In this third edition of the report, we look at significant changes over time for heat-related illness, air-quality related respiratory illness, and pollen allergy ED visits. We have also added excess visits for 2021 and 2022 compared to visits from 2016-2019. To compare ED visit rates in 2021 and 2022 with previous years (2016-2019), we calculated the annual proportion of indicator specific visits among all ED visits and used these to calculate relative risk, the 95% confidence interval and p-value. Results from 2020 are excluded from comparisons due to the impact of modified behavior during the pandemic on visit counts. For pollen allergy-related visits, seasonality of ED visits was explored through time series anomaly analysis to determine changes over time.[10]

For heat-related illness, air-quality related respiratory illness, and pollen allergy visits, the new section **"Who is impacted?"** compares the proportions or percentages of race/ethnicity, sex, and age groups of specific causes of an ED visit with the proportion or percentages of those population groups in ED visits by all causes. We compared these two proportions or percentages to explore who is most impacted by acute climate change events while accounting for other factors that impact all cause ED visits. To identify groups with statistically significant different representation, we applied a chi-squared test.

We acknowledge that surveillance systems have historically contained limited racial, ethnic, and gender categories, making it difficult to identify certain populations, as well as exclude reliable measures of housing status.[11] We strive to report data in a way that avoids identifying individuals and we also recognize the need for changes in the way data are collected and reported so that we are better able to understand and address inequities across our communities.

Category	Indicator	Data source	Time period
Extreme heat	Heat-related emergency department and urgent care (ED) visits	Oregon Health Authority (OHA), Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE)	2016-2022
	Heat-related hospitalizations	Oregon inpatient hospital discharge data	2012-2021
	Heat-related deaths	OHA, vital statistics, Oregon death certificates	2012-2021
Extreme weather	Extreme weather-related deaths	OHA, vital statistics, Oregon death certificates	2014-2022
Air quality	Air-quality-related ED visits	OHA, ESSENCE	2016-2022
	Pollen allergy ED visits	OHA, ESSENCE	2016-2022
Vector-borne disease	West Nile virus	OHA, Public Health Division	2012-2022
	Lyme disease	OHA, Public Health Division	2012-2022
Communicable disease	Salmonellosis	OHA, Public Health Division, Oregon Public Health Epidemiologist User System (ORPHEUS)	2012-2022
	Campylobacterosis	OHA, Public Health Division, ORPHEUS	2012-2022
	Tuberculosis	OHA, Public Health Division, ORPHEUS	2012-2022

Climate and health indicators



Extreme heat

Climate change and health connection

Exposure to higher temperatures is one of the more direct impacts related to extreme weather driven by climate change. Extreme heat events can cause loss of internal temperature regulation and conditions including heat cramps, heat exhaustion, heat stress, heat stroke, and death.[12] Researchers estimate that extreme heat causes more deaths annually than all other weather events combined[13], and that investments to mitigate temperature increases can reduce heat-related deaths.[14] Climate scientists project that most communities in Oregon will experience an increase of more than 30 days over 86°F by mid-century.

The Pacific Northwest has seen an increase in average annual temperatures of 1.5°F compared to the first half of the 20th century, and a further increase of 4-9°F is expected by the end of this century.[13] In 2016, the Portland region saw 13 days over 90°F. Since then, it is typical to see over 20 days of 90°F in a summer. In 2021, there were 24 days over 90°F and in 2022 there were 29.

Unequal impact

Heat exposure and the ability to adapt to that exposure are dependent on social and environmental conditions. In a comprehensive study of health impacts from heat, the U.S. Global Change Research Program synthesized evidence on populations most at risk.[14] The study found evidence that the following groups face higher risk from extreme heat:

- Adults over the age of 65
- People experiencing houselessness
- People with chronic medical conditions that reduce thermoregulation (like heart disease or poor blood circulation)
- People with few social connections and limited social networks
- Children
- Pregnant people
- People living, working, or going to school in an urban heat island
- People from some racial and ethnic groups affected by structural environmental racism with limited access to protective factors (e.g. homeownership)
- Outdoor workers (construction, road crews, farm workers)
- People with mental, behavioral, or cognitive disorders that are exacerbated by heat, or who rely on medications that interfere with thermoregulation
- People with no access to cooling systems at home

Air conditioning is protective from heat exposure, but access is uneven and about 20% of households in the region do not have any form of air conditioning.[15, 16]

Indicator 1

Heat-related emergency department and urgent care visits

This indicator measures the number of times people visited an emergency department or urgent care clinic (ED) for symptoms of heat-related illness (HRI) resulting from prolonged exposure to hot weather, dehydration, and lack of acclimation during summer months (May- September).

What is happening in the region?

Visits were higher in 2021 and 2022 than in previous years. (Figure 1). While the pattern of visits remains mostly consistent over time, the 2021 heat dome event resulted in a much greater number of visits than in other years. There were approximately 31 visits per 100,000 people in the region during 2021.

Figure 1. Heat-related ED visit counts, May-Sept, 2016-2022

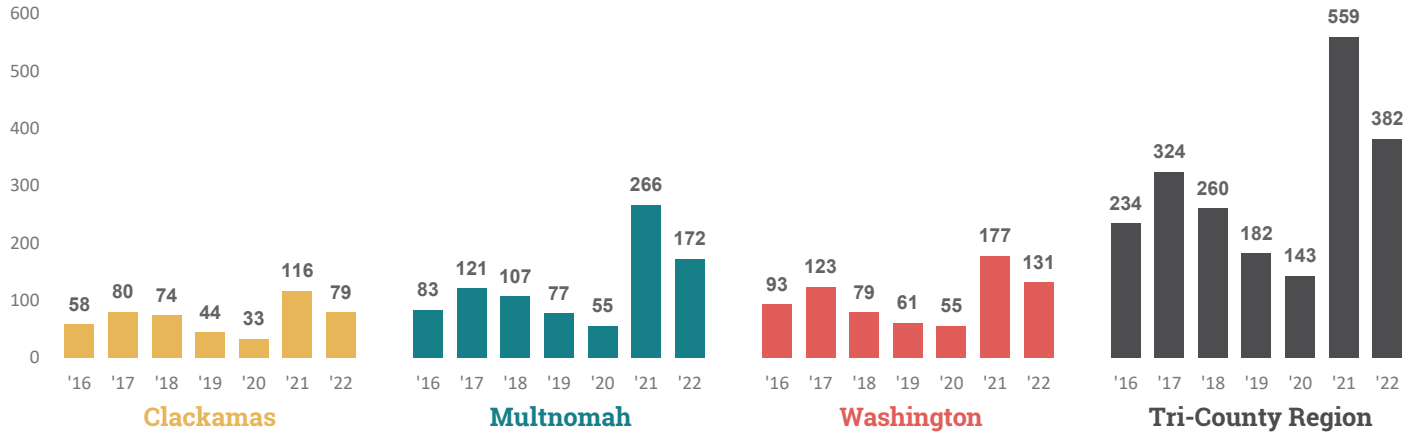
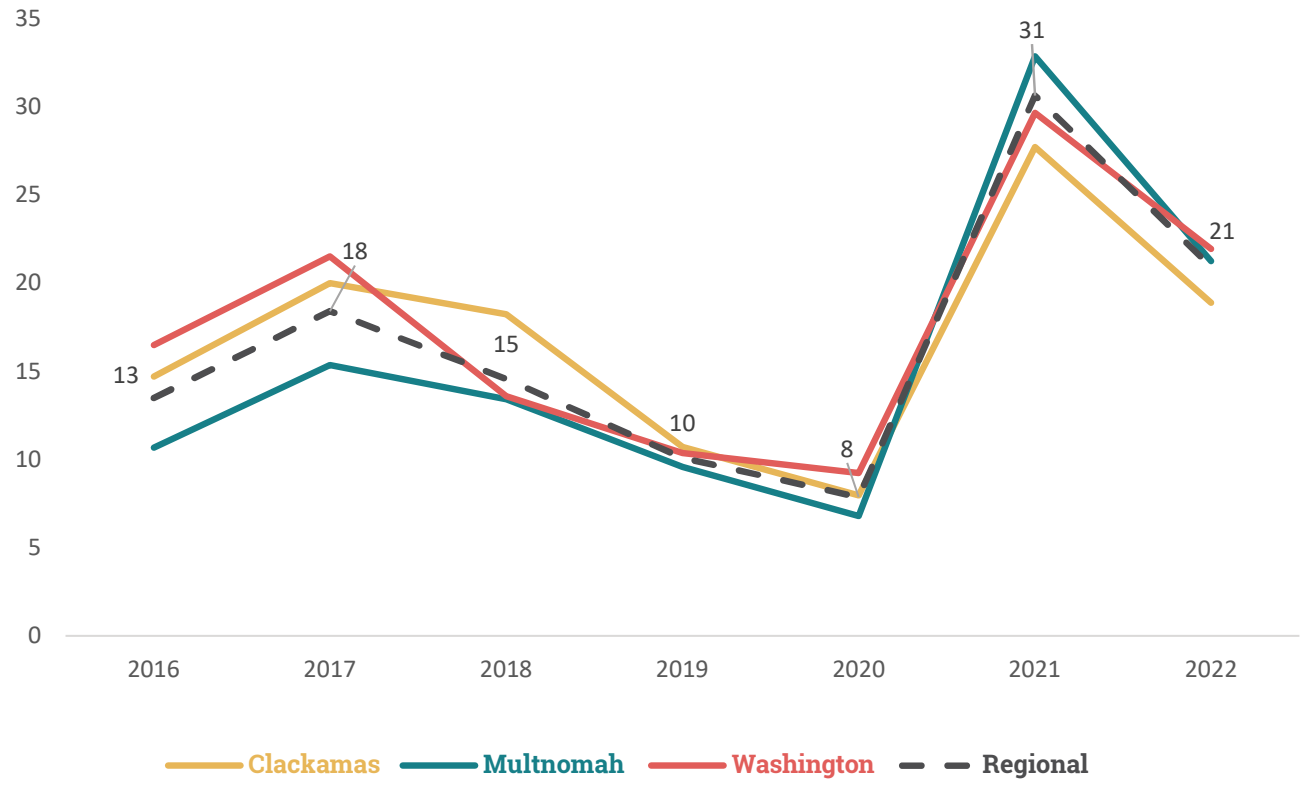


Figure 2. Heat-related ED visit rates per 100,000, May-Sept, 2016-2022



There were 309 more visits in 2021 and 132 more visits in 2022 than expected based on recent years (2016-2019). Both in 2021 and 2022, the proportion of ED visits that were due to heat-related illness has remained significantly higher than in previous years (2016-2019). This difference is especially pronounced in Multnomah County. The heat dome event greatly contributed to the higher levels of ED visits in 2021 when we observed twice as many heat-related illness visits as recent years; however, in 2022, regional rates remained 41% higher than in previous years.

Figure 3. Excess heat-related illness ED visit counts 2021-2022 compared to 2016-2019

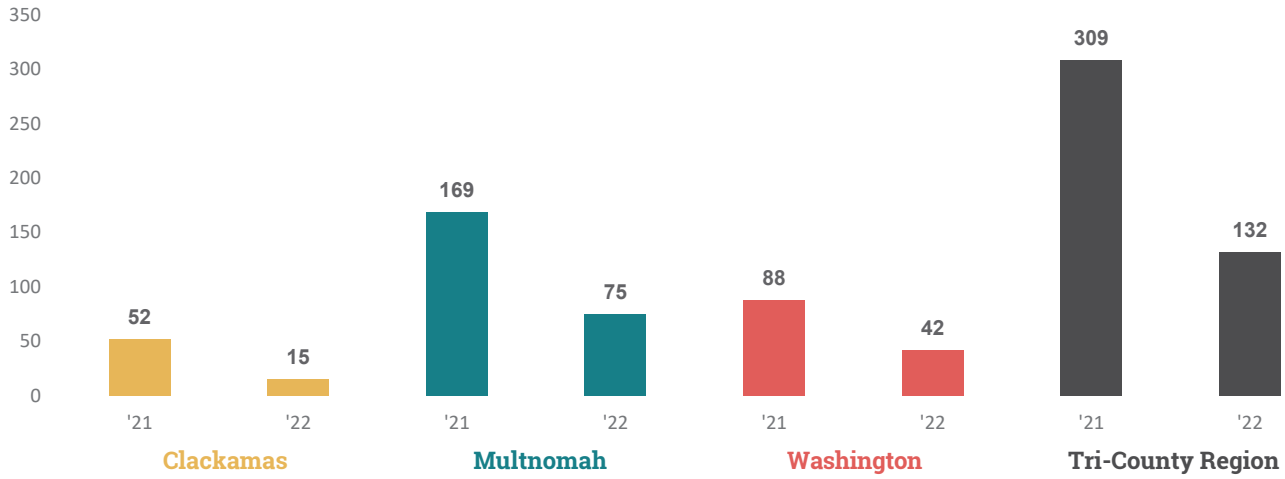
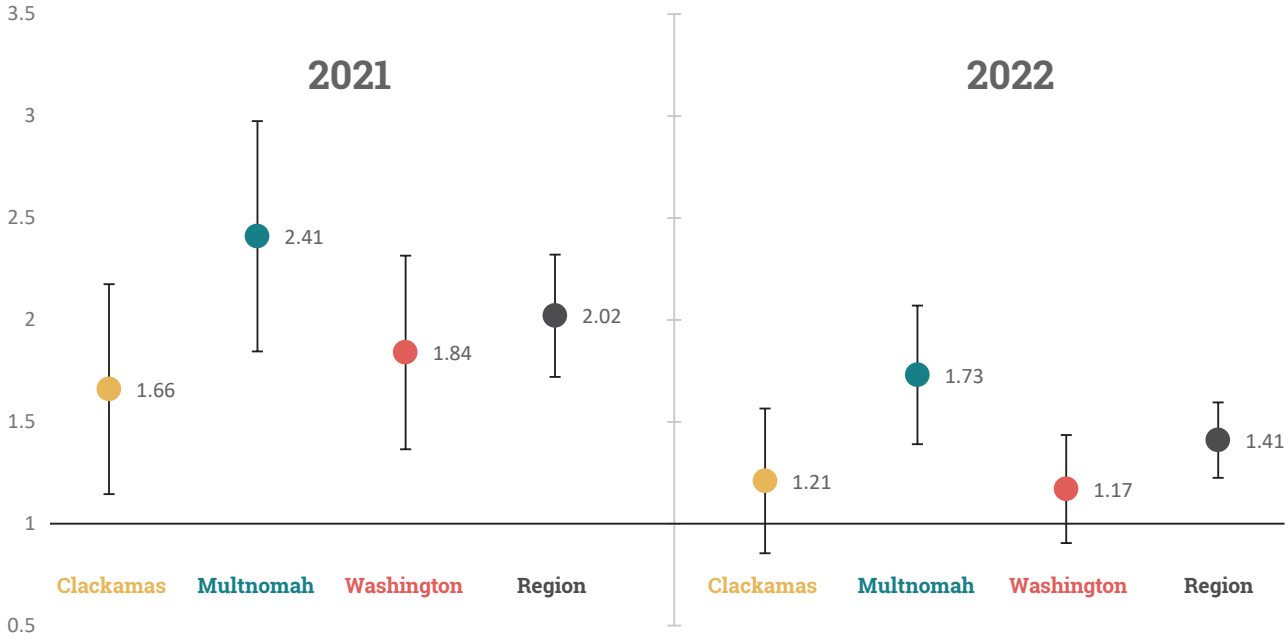


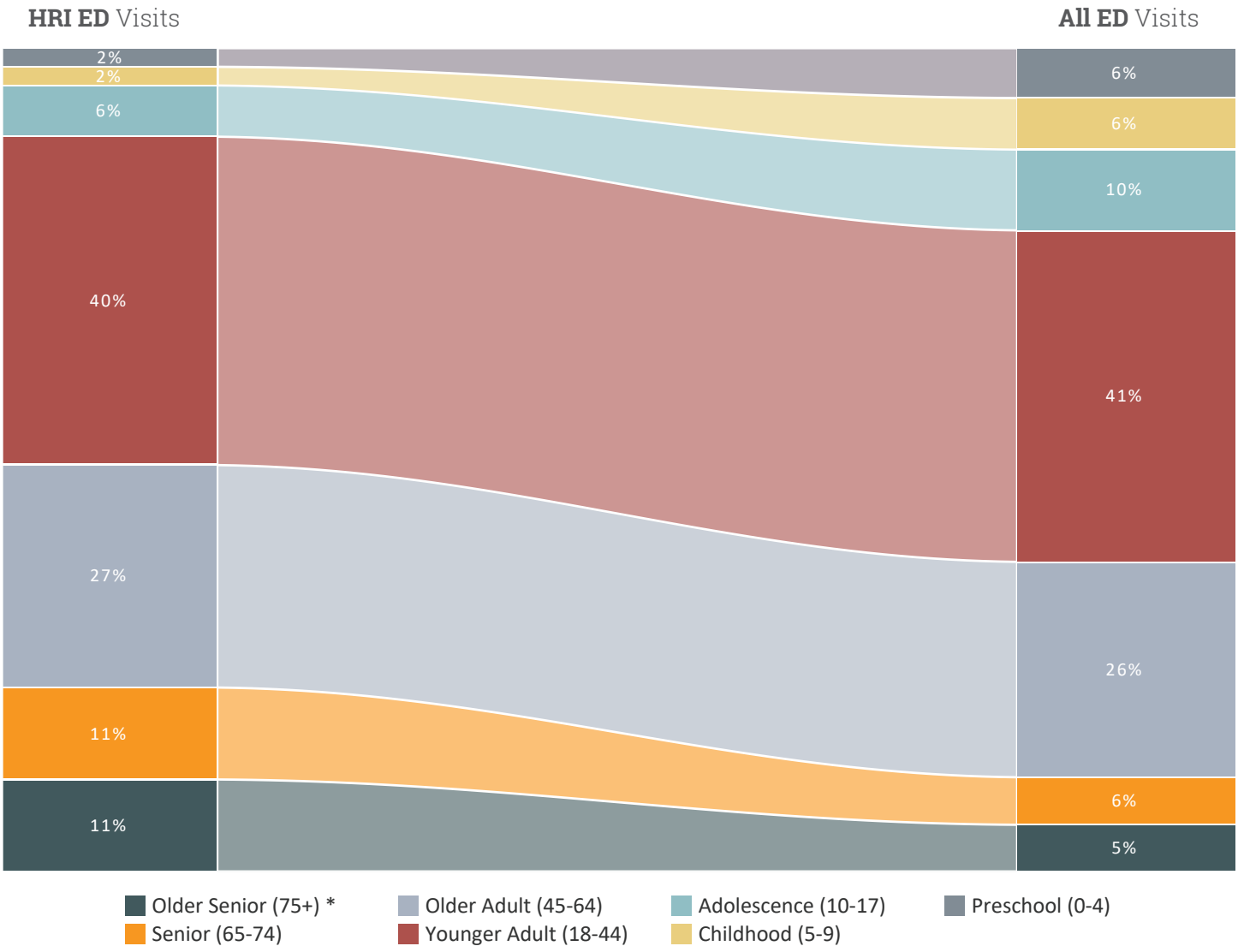
Figure 4. Risk of heat-related illness ED visits among all ED visits compared to 2016-2019



Who is impacted?

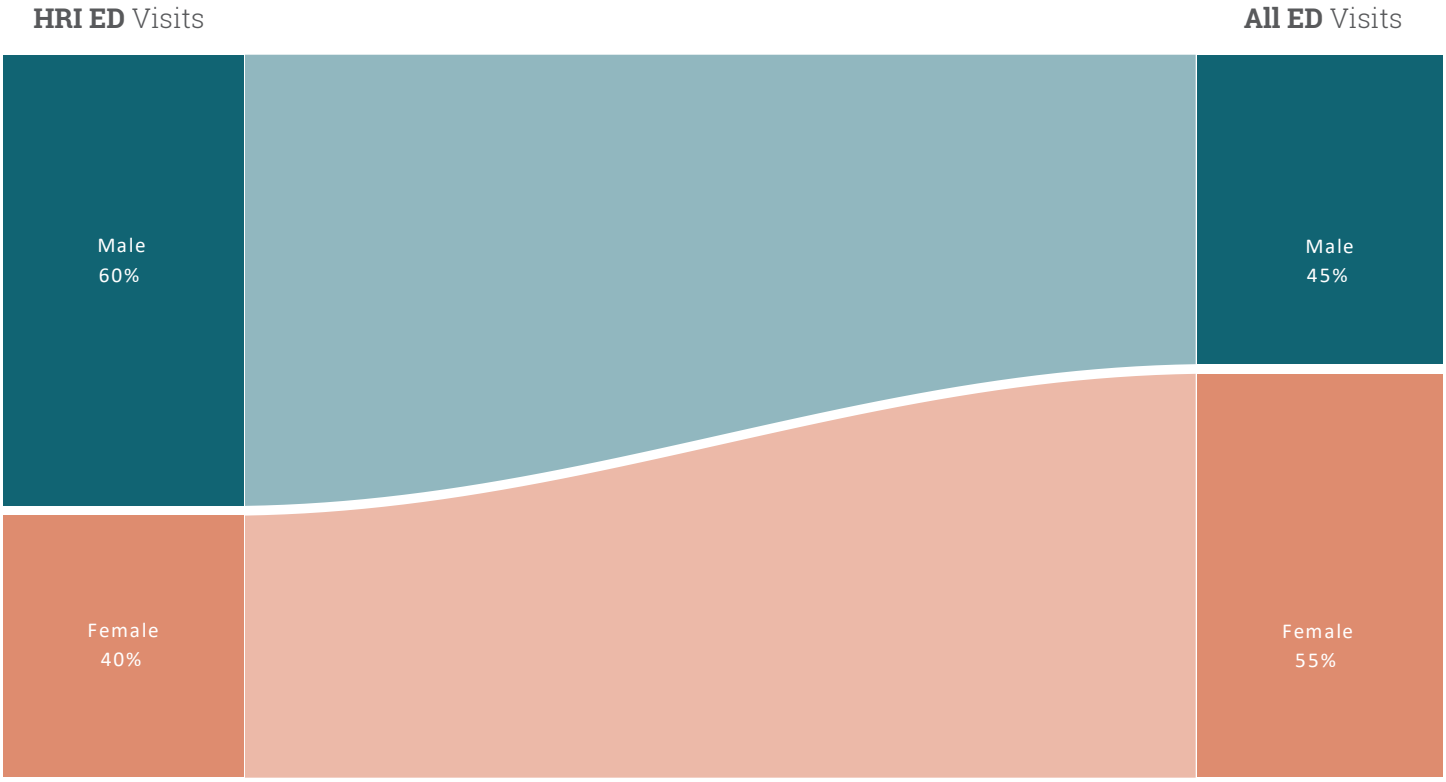
A greater percent of people over the age of 65 (figure 5) and males (figure 6) visited the emergency department for heat-related illness than for all other types of emergency department visits. Social isolation, occupation, air conditioning access, and houselessness are not systematically recorded for ED visits, but are established risk factors that should be explored in future reports.[17,18] Information about these characteristics is not consistently reported in existing data sources but may be explored by surveying people who visit the ED.

Figure 5. Distribution of heat-related illness (HRI) and all emergency department and urgent care visits by age group, 2016-2022



** Statistically significant difference of proportions across indicator specific and all cause visits*

Figure 6. Distribution of heat-related illness (HRI) and all emergency department and urgent care visits by gender, 2016-2022



Data details

This indicator was collected from a statewide data system (ESSENCE)[19] for analyzing visits to emergency departments and urgent care clinics (ED). This indicator documents visits for heat stress during the warm season — May through September — for the years 2016 through 2022. Complete data became available beginning in the 2016 season, meaning that comparisons to earlier years are not reliable. Records are for visits, not patients, meaning that one person could be counted multiple times if they visited the emergency department more than once for the same complaint or for different complaints. For this reason, we compare sex, age, and race characteristic distributions for all emergency department visits. We also use rates of all ED visits as a denominator in our relative risk calculations to account for potential changes in facility reporting over time. The number of urgent care clinics that report visits fluctuates over time. Missing or incomplete records could result in undercounting.

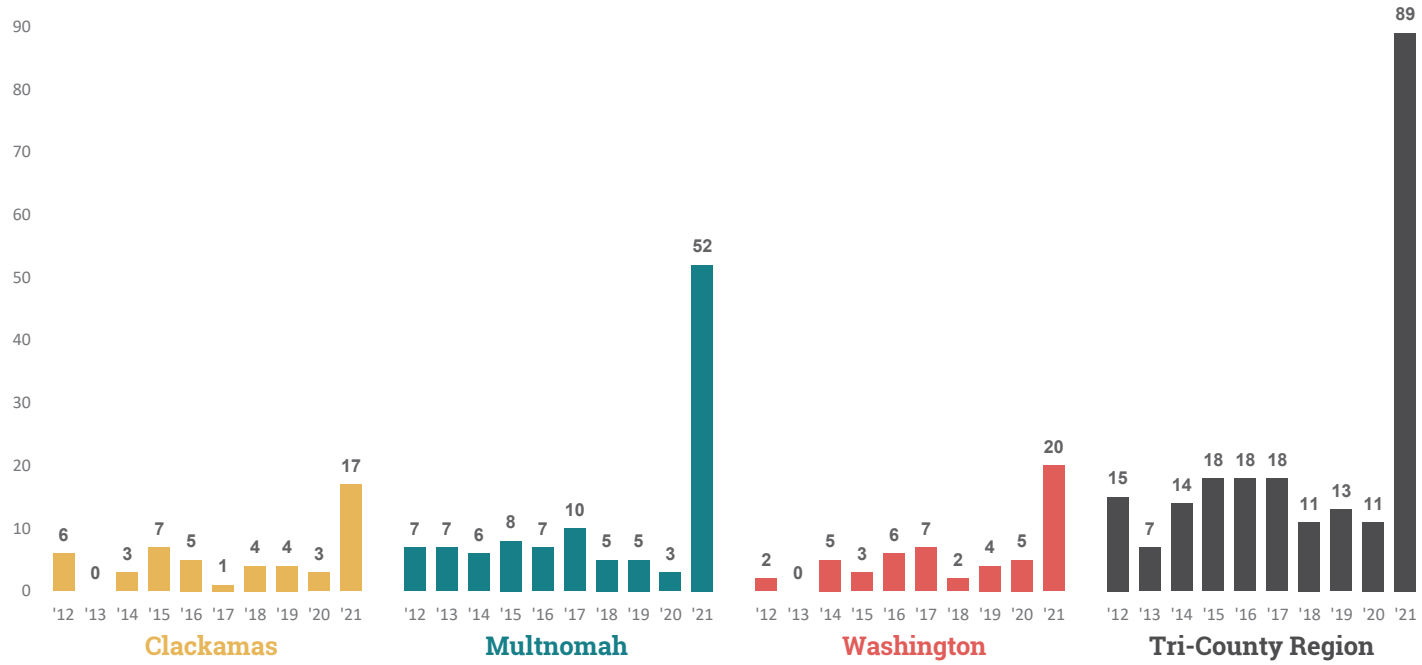
Indicator 2

Heat-related hospitalizations

What is happening in the region?

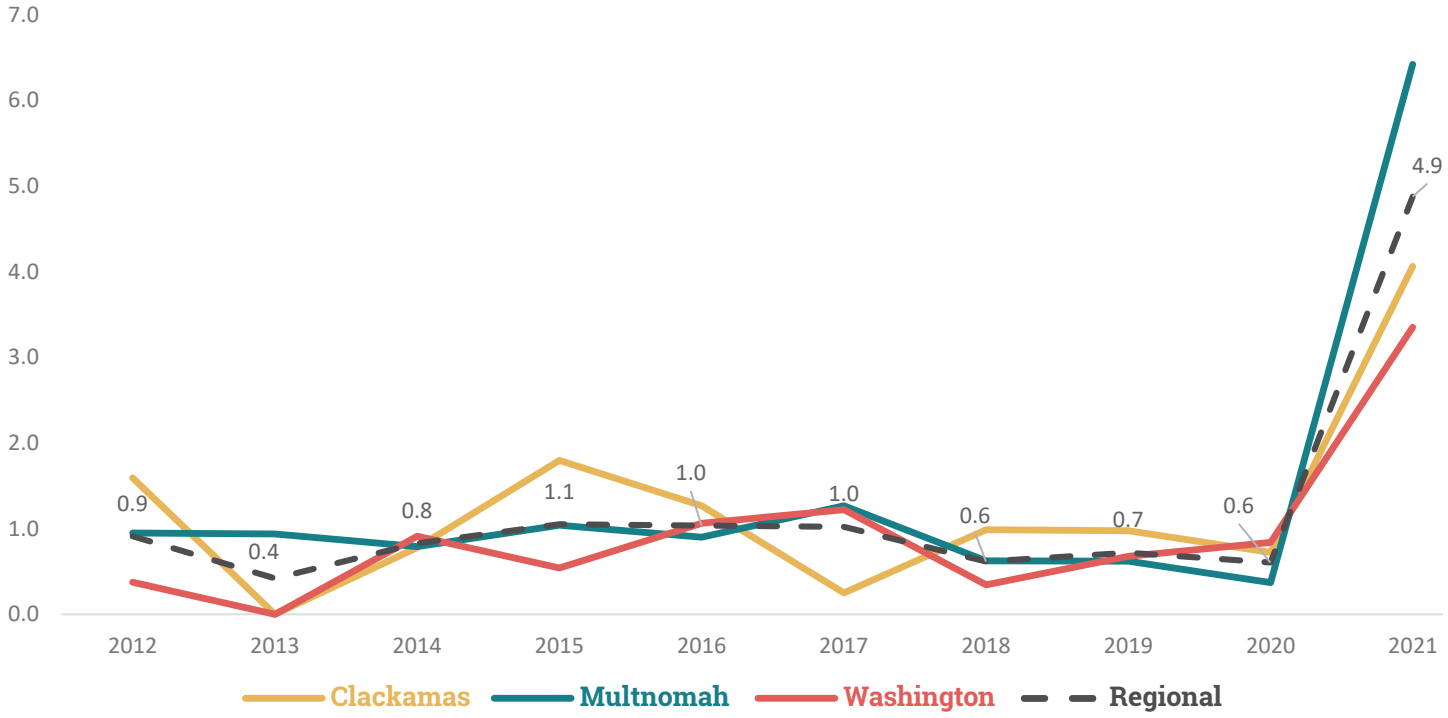
Between 2012-2019 there were an average of 14 heat-related illness hospitalizations in the region each year. By comparison, in the summer 2021 when the heat dome occurred, 89 people were hospitalized for heat-related illness. Regionally, about five people per 100,000 were admitted for a heat-related illness in 2021, compared to about one person per 100,000 between 2016-2019.

Figure 7. Heat-related hospitalization counts, May-Sept, 2012-2021



There was a stark increase in the rate of heat-related hospitalizations in each county and in the region overall in 2021. The regional rate of heat-related hospitalizations in 2021 was 5.5 times higher than the average rate during 2015-2019, with Multnomah County experiencing a disproportionate rate of hospitalizations. Across all counties, there were 74 more hospitalizations due to heat in 2021 than expected.

Figure 8. Heat-related hospitalization rates per 100,000 persons, May-Sept, 2012-2021



Data details

Compiled by the Oregon Environmental Public Health Tracking Program housed within the Oregon Health Authority, this indicator documents hospitalizations for heat stress during the warm season, May through September, for the years 2012 through 2021. These records exclude out-of-state residents who may have been admitted to hospitals in Oregon, admissions to federal facilities, and transfers from other hospitals.

Indicator 3

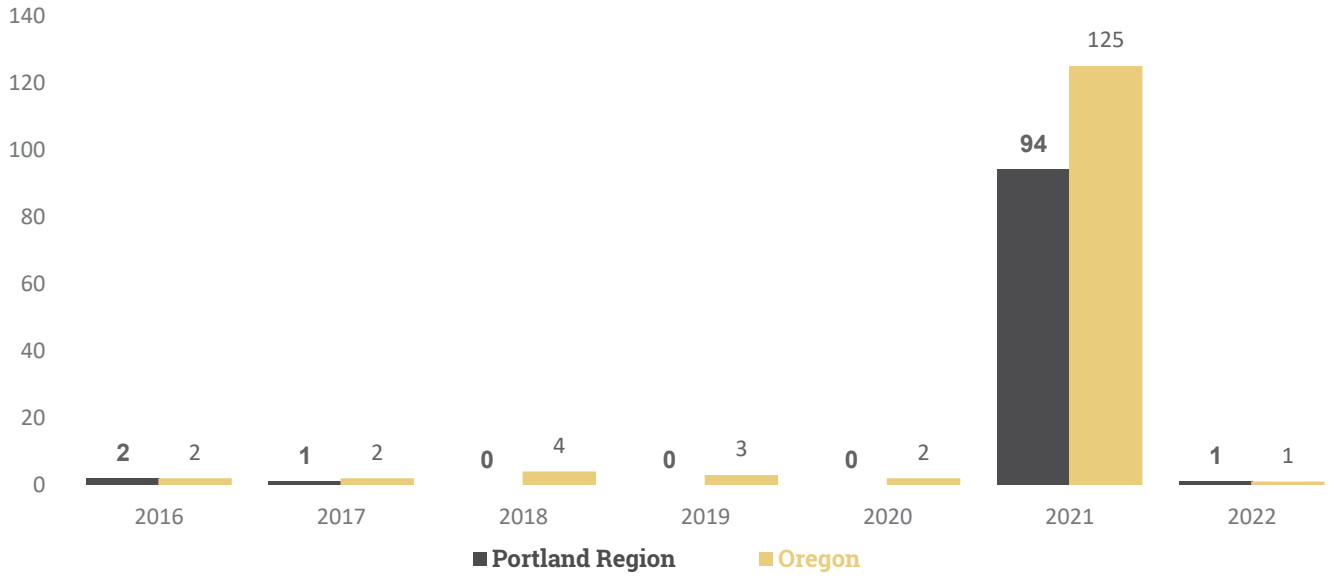
Heat-related deaths

This indicator measures deaths where heat exposure was identified as a primary cause. Exposure to extreme heat can cause serious, life-threatening health effects. Examples of heat-related deaths include those from heat stroke, heat exhaustion, or dehydration. The people were friends, family-members, and neighbors and many of their deaths could have been prevented. These data are shared to track changes over time and to guide improvements in the region's response systems and general preparedness for extreme heat events.

What is happening in the region?

In 2021 there were 94 heat-related deaths in the region. By comparison, in a typical year we would anticipate no more than one heat-related death. The rate of heat-related deaths in 2021 was 40 times what would typically be expected based on rates from 2014-2019.

Figure 9. Portland region and Oregon annual death counts, May-Sept, 2016-2022



Data details

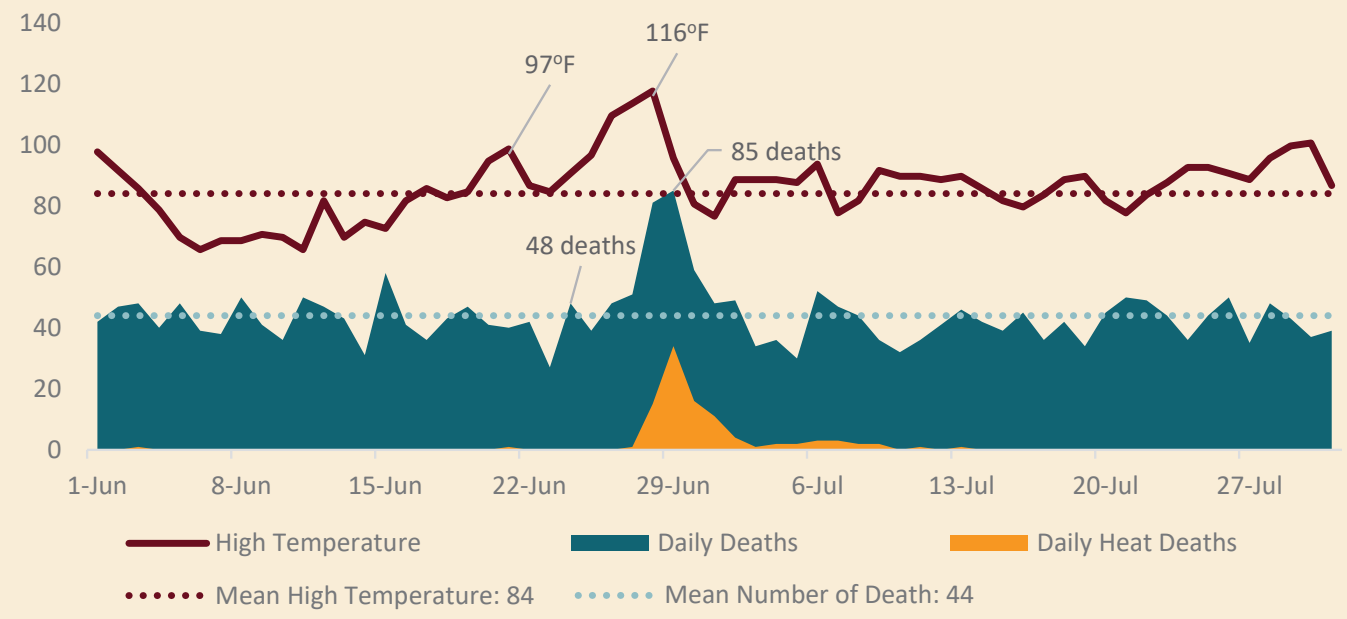
Heat-related deaths are defined in death records by ICD-10 codes T67 and X30: "Effects of heat and light" and "exposure to excessive natural heat-hyperthermia," identifying heat as the main underlying cause. The data presented here are from Oregon death records (by county where the person lived) for the years 2016 through 2022. Death certificates from 2022 are not finalized, so numbers are subject to change in future reports. The data presented here are unlikely to capture all deaths associated with extreme heat, only those with heat as a primary underlying cause.[20,21]

Spotlight
2021 Heat Dome

Our region was not prepared for the extreme heat that occurred in late June of 2021, when temperatures reached a high of 116°F. As noted by heat- related emergency department visits and hospitalizations, many people were forced to seek care due to the heat dome event. There were also many who died. To support climate planning and prevent future deaths this spotlight explores all cause deaths (i.e., deaths resulting from any cause) in relation to regional daily high temperatures during the June 2021 heat dome event. It is worth noting that on June 21, there was a high temperature of 97°F that was followed by a significantly higher than average number of all cause deaths three days later, on June 24.

While the impact of the 116°F temperatures is clear with the deaths that followed the day after, what requires more exploration is the average time between exposure to high temperatures (90-100°F) and impact on heat-related illness and deaths. Understanding this timeframe better will support climate adaptation planning and emergency response efforts. High temperatures were significantly associated with all cause deaths with an approximate 5% increase in risk for all cause death with every 10°F increase in temperature. Based on this observation, to prevent avoidable deaths, interventions to support communities before, during and after a heat wave should be explored.

Figure 10. Comparison of daily deaths and high temperatures surrounding heat dome



Data details

The data presented here are from Oregon death records for all three counties for June 1, 2021 to July 27, 2021. Death certificates from 2022 are not finalized, so numbers are subject to change.

Extreme weather events



Climate change and health connection

Extreme weather is one of the most visible consequences of climate change. Extreme weather is a broad term that encompasses severe storms and weather-related events that cause damage and destruction. Extreme weather events include thunderstorms, tornadoes, heat waves, hurricanes, hailstorms, blizzards, floods, landslides, and lightning strikes.[22]

Changing climate conditions in Oregon are expected to create more extreme weather events in the future, likely in the form of floods, heatwaves, wildfires, and summer and winter storms.[23] Damage from extreme weather events can restrict access to essential services, including clean water, food, basic sanitation, and health care.[24,25] Trauma from the loss of friends, family, community, property, and access to resources also creates stress and affects mental health. This stress can grow over time if limited resources are available for mental and physical care, recovery, and reconstruction efforts.[26]

Unequal impact

Climate change-driven extreme weather can have greater impacts on some people and communities based on their ability to prepare for, withstand, and recover from events. Learning from previous extreme weather events,[27,28] the following groups face higher risks:

- Older adults, children, people who use mobility devices, and people with disabilities who are unable to find protection from a storm or have limited access to transportation.
- People who have less capacity or fewer resources to gather supplies for extreme weather events, as well as to cover costs related to post-storm recovery.
- Communities who are isolated culturally, linguistically, or by technology barriers, like limited internet, may not have access to appropriate emergency communications.
- People who are experiencing houselessness and do not have means to shelter.
- Communities of color that have experienced historic redlining, structural exclusion, or lived in areas that have not been prioritized for public works enhancements.
- Communities that are geographically isolated or do not have backup systems for essential services like water, power, or travel routes damaged by extreme weather.

Indicator 4

Extreme weather-related deaths

This indicator measures the number of deaths directly attributed to extreme weather events that include falls from ice, storms, extreme cold, and extreme heat. Extreme weather can cause death when hazards occur suddenly, when safe shelter is unavailable, or in the presence of existing chronic conditions, such as diabetes or cardiovascular disease.

What is happening in the region?

Between 2014 and 2022, 236 people died due to extreme weather. Most or 144 people died of extreme heat (hyperthermia); 84 people died of extreme cold (hypothermia); six people died from falls from ice, and two people died from storms.

Figure 11. Extreme weather death counts, 2014-2022

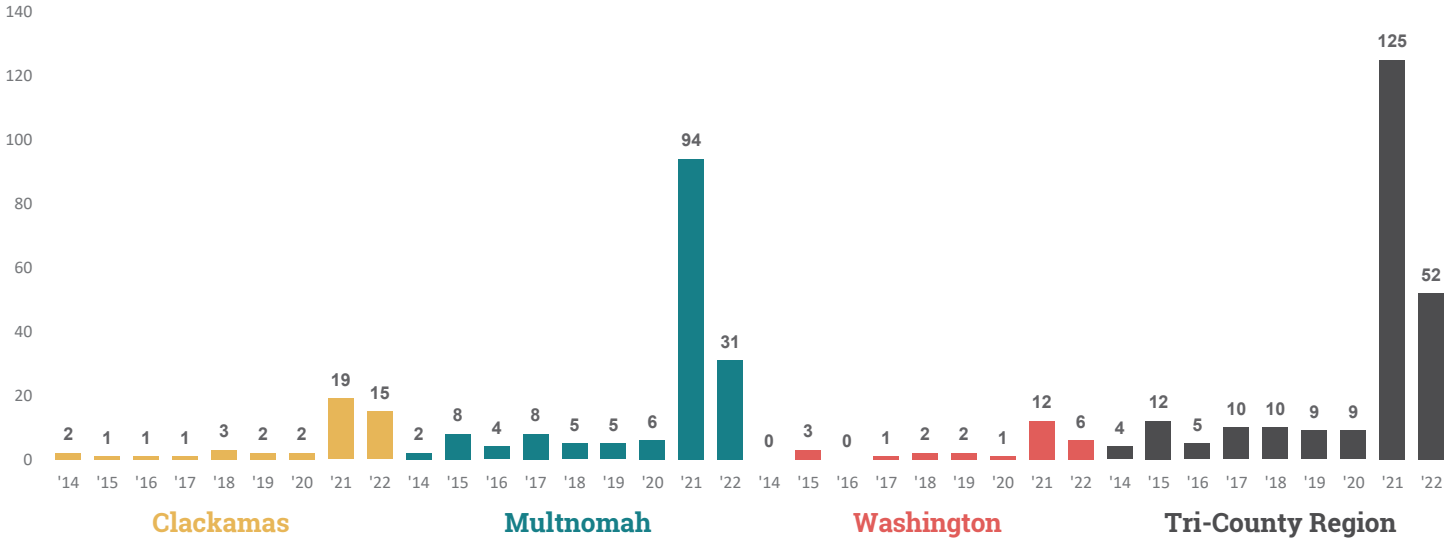
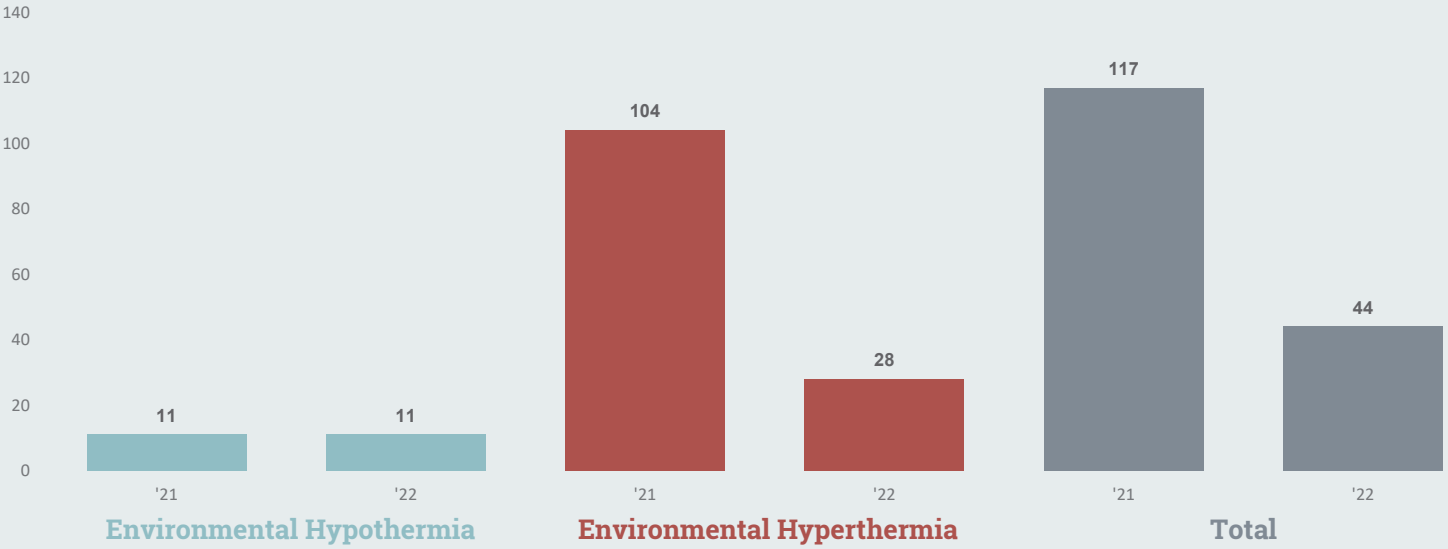


Figure 12.Excess extreme weather death counts for tri-county region , 2021-2022



Extreme heat

A majority of these deaths occurred in 2021 and 2022 and were due to extreme heat. (See previous section for details on heat-related deaths from 2021 heat dome.) In 2021, there were 117 more deaths than the average during 2016-2019. In 2022, there were 44 more deaths than the average during 2016-2019. Most of the deaths were among white men. Over 70% of these deaths occurred in Multnomah County.

Extreme cold

In 2021 and 2022, more people died from exposure to extreme cold than in previous years. In January 2017, four people died in Multnomah County during a period of freezing temperatures.

Storms, wildfires, and flashfloods

Strong winds in the greater Portland area were a factor in deaths that occurred in 2012, 2014, 2015, and 2016. One death occurred in Clackamas County in 2014 when a flash flood washed out a bridge near Ramona Falls by the Sandy River. Two deaths occurred in September 2020, when abnormally warm weather for the month, dry conditions, and high winds led to explosive expansion of wildfires, including the Riverside Fire and several smaller fires in North Clackamas that burned over 100,000 acres in Clackamas County.

Data details

Extreme weather deaths are defined in death records by ICD-10 Codes:

- T67 and X30 for "Effects of heat and light" and "Exposure to excessive natural heat-hyperthermia"
- T68 and X31 for "hypothermia, W00 for "fall from ice"
- W00: "fall due to ice and snow"
- X37: "cataclysmic storm." The data presented here are from Oregon death records for the years 2014 through 2022 (2022 is not finalized) with ICD-10 codes indicating extreme weather led to a primary underlying cause of death. The data presented here do not capture all deaths associated with extreme weather

Air quality



Climate change and health connection

Changes in air quality are strongly linked to climate change and events related to hotter, drier conditions as our region experiences more smoke from wildfires. Warmer temperatures and less high-altitude snowpack create drier, longer summers and increase the risk of wildfires.[29] This risk will likely continue to increase across Oregon, with the greatest impact in the Willamette Valley.[30] Air quality is also expected to worsen because of the increase in smoke and other harmful pollutants like smog (ground level ozone).[31]

Asthma symptoms are commonly triggered from exposure to a pollutant or allergens in the air, including smoke from wildfires, exhaust from vehicles, or pollen.[32,33] Fine particles (like PM2.5) released during wildfires and other sources increase the risk of adverse respiratory conditions, including asthma exacerbations.[34] Warmer conditions also extend the length of pollen season and the geographic area where some plants may grow.[35] Ragweed and grass pollens are common environmental triggers influenced by climate changes in the region.

Unequal impact

Due to historic housing and development policies and practices, communities of color and low-income groups are more likely to live in areas with disproportionately high exposure to air pollution, roads, and industries. This ongoing exposure can put people at greater risk for illness during acute air pollution events, like widespread wildfire smoke. Groups who face higher risk of health impacts from poor air quality include[36]:

- Outdoor workers (e.g., construction, road crews, farm workers).
- Older adults, children, and people with chronic lung conditions like asthma or chronic obstructive pulmonary disease.
- Communities of color that have experienced historic redlining, structural exclusion, or lived in areas that have not been prioritized for public works enhancements.
- Those living near high traffic areas or near industrial facilities.
- Immigrants and communities that are culturally or linguistically isolated and may not have access to emergency communications warning of poor air quality.

Indicator 5

Air quality-related respiratory illness emergency department visits

This indicator measures the number of visits to hospital emergency departments and urgent care clinics (ED) made by people with air quality-related respiratory illnesses. The indicator excludes data for respiratory illness caused by communicable disease such as COVID-19 and the common cold. Emergency visits for acute exacerbation of chronic obstructive pulmonary disease (COPD) or onset of asthma that can be aggravated by poor air quality are included.

What is happening in the region?

More people visit the emergency room for air quality-related illness than for any of the other health indicators in this report. In 2022 a total of 84,081 visits in the region were due to air quality-related illness. Previous years have had a slightly smaller number of visits. From 2016 to 2022, on average there were four visits for air-quality related respiratory illness for every 100 people residing in the region.

Figure 13. Air quality-related respiratory illness ED visits counts, May-Sept, 2016-2022

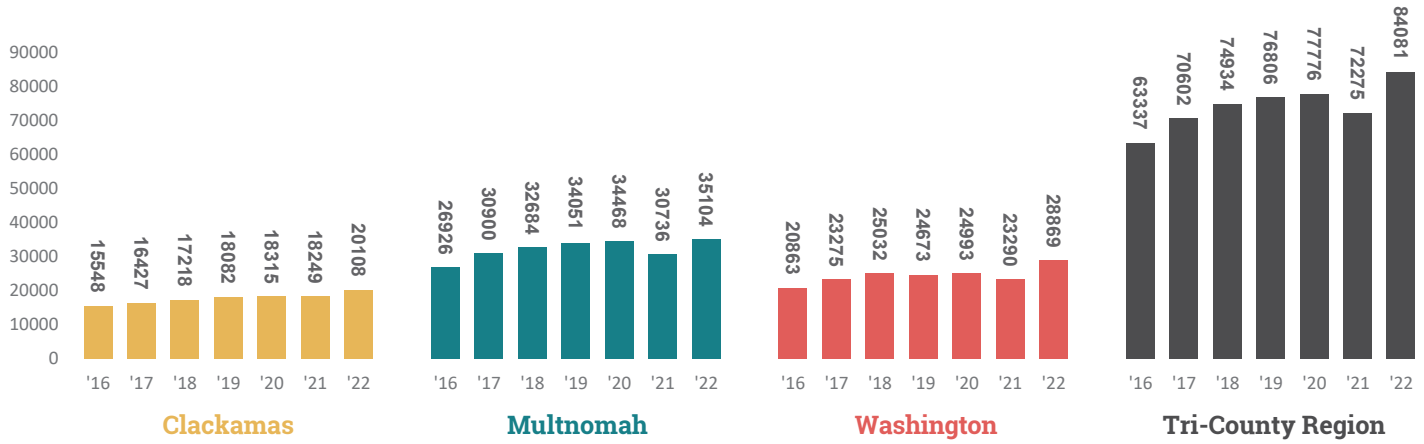
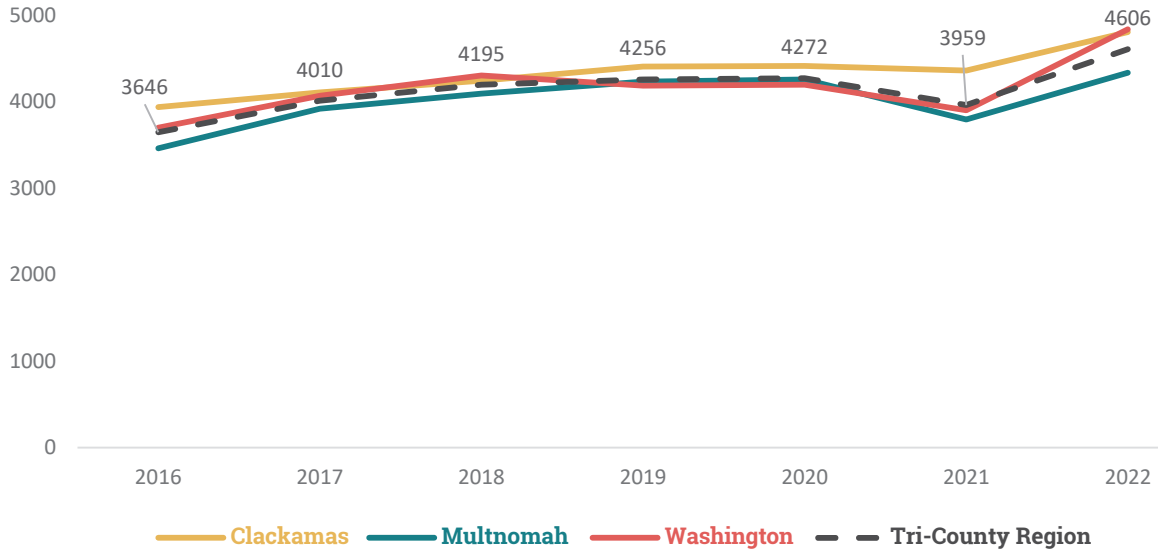


Figure 14. Air quality-related respiratory illnes rates per 100,000 persons, May-Sept, 2016-2022



When comparing the proportion of air quality-related illness ED visits among all ED visits for 2021, the rate was significantly higher than in recent years (2016-2019) for all counties. In 2022, this proportion was 44% greater than recent years in Washington County. In Clackamas it was 35% greater and in Multnomah 7% greater than recent years. Exploring regional differences is important, as is understanding differences in exposure.

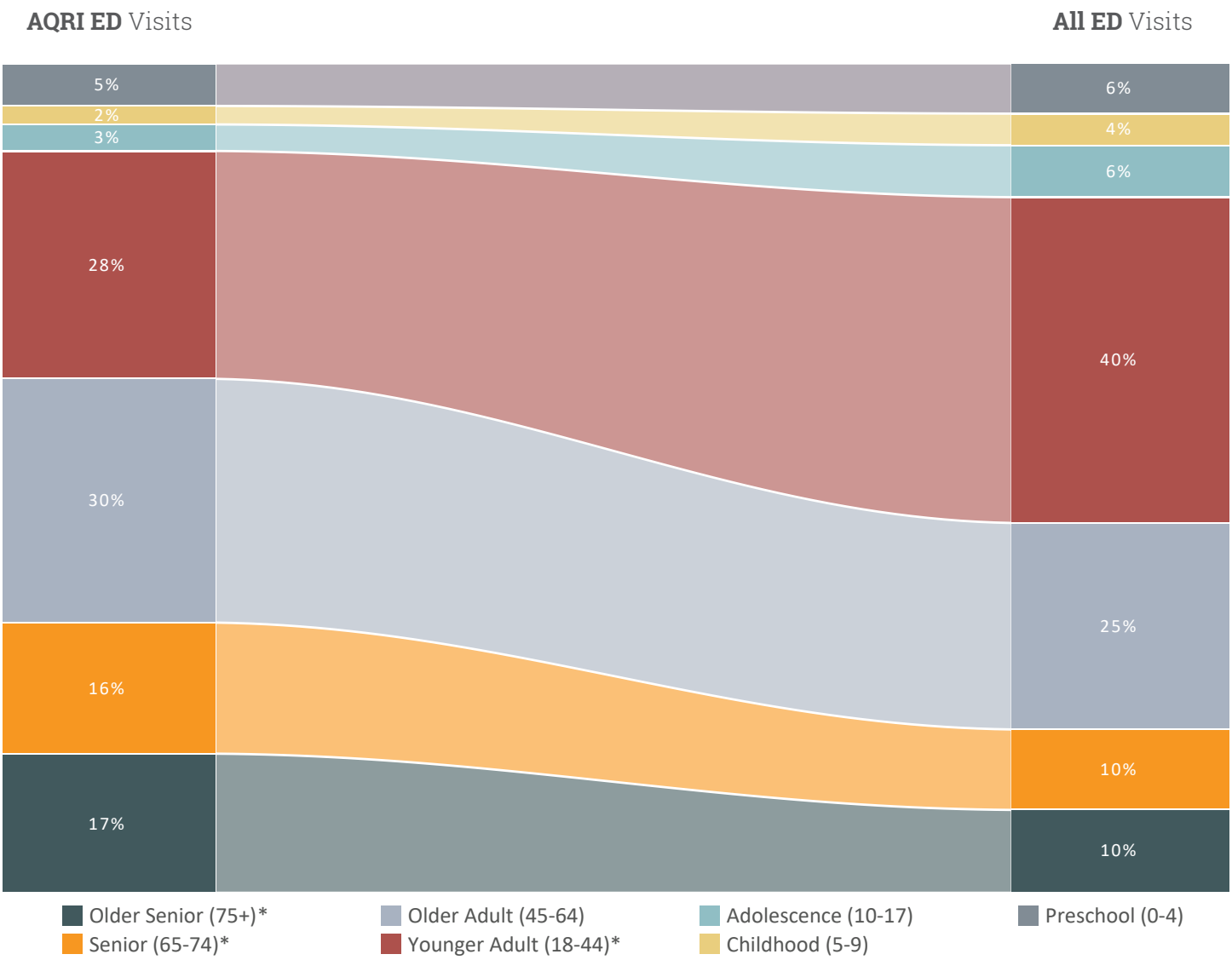
Figure 15. Risk of air quality-related respiratory ED visits among all ED visits compared to 2016-2019



Who is impacted?

There were no notable differences in distribution of sex or race and ethnicity for air quality-related visits compared to all emergency department visits; however, there were notable differences by age. The proportion of air quality related respiratory visits by people 65 and older was 13% more than the proportion for all cause emergency visits. In comparison, the proportion of visits by people ages 18 to 44 was 12% lower among air quality related respiratory visits than for all cause emergency visits. Based on these results, aging likely contributes to the risk of air quality-related respiratory illness. We will also explore how occupational and preexisting conditions contribute to the risk of air quality-related respiratory illness in future reports.

Figure 16. Distribution of air quality-related respiratory illness (AQRI) and all emergency department and urgent care (ED) visits by age group, 2016-2022



** Statistically significant difference of proportions across indicator specific and all cause visits*

Data details

This indicator was collected from a statewide data system (ESSENCE)[37] for analyzing visits to emergency departments and urgent care clinics (ED). This indicator documents ED visits for cases with any mention of an asthma-like symptom in addition to asthma or other chronic respiratory diseases as the chief complaint for the years 2016 through 2022. Complete data became available beginning in 2016, meaning that comparisons to earlier years are not reliable. Records are for visits, not patients, meaning that one person could be counted multiple times if they visited the emergency department more than once for the same complaint or for different complaints. For this reason, we compare sex, age, and race characteristic distributions with all emergency department visits. We also use rates with all ED visits as a denominator in our risk ratio calculations to account for potential changes in facility reporting over time. The number of urgent care clinics that report visits fluctuates over time. Missing or incomplete records could result in undercounting. For example, race and ethnicity data were missing in 20% of this data.

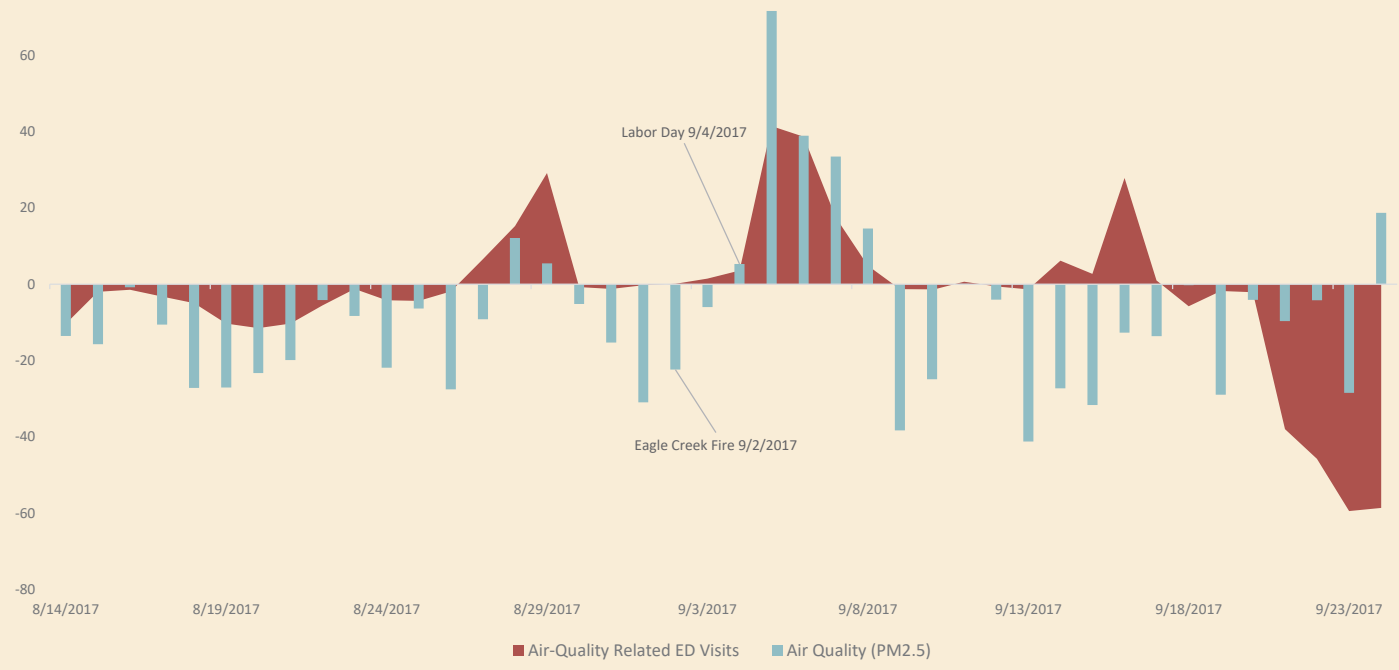
Spotlight
2018 and 2020 wildfire smoke events

In the previous report released in 2021, a graph shows a large increase in the number of asthma-related emergency department visits during the September 2020 wildfires. In this report, we see a similar pattern of increasing ED visits for all air quality-related illnesses on days when air quality is poor. This pattern continues even after accounting for seasonality and trends over time.

Following the Eagle Creek wildfire in 2017 air quality-related visits began to increase a few days after the fire began and continued to remain higher than expected for approximately one week as shown in **Figure 17**. The spike in visits during the 2020 wildfires was persistent for over a week. In both cases spikes in ED visits immediately followed spikes in fine particulate matter pollution (PM 2.5).

Wildfires close to the region have become more common in recent years. When smoke arrives, people's health is immediately impacted. It is important to communicate about smoke precautions before wildfire season begins and to enhance that messaging when wildfire smoke is headed toward the region.

Figure 17. Comparison of anomalies in the time series of daily air quality-related ED visits vs air quality (PM2.5) after removing seasonality and trend for the tri-county region



Indicator 6

Pollen allergy-related emergency department visits

This indicator measures the number of visits to hospital emergency departments and urgent care clinics (ED) made by people with symptoms of allergic disease attributed to exposure to high levels of pollen. Allergies refer to the response of the immune system to external allergens like pollen. Symptoms include sneezing, runny nose, shortness of breath, wheezing, and itchy eyes.[38]

What is happening in the region?

In 2020, there were markedly fewer pollen allergy-related ED visits as compared to previous years, likely due to behavioral changes from the COVID-19 pandemic. However, across the region, visits were higher in 2021 and 2022 than in 2020. The average rate of pollen allergy-related visits was 21 per 100,000 people in 2022, which is still lower than pre-pandemic levels that averaged 32 per 100,000 people. All counties have had fewer allergy ED visits in recent years, but annual rates in Washington County are consistently greater than those observed in Clackamas and Multnomah.

Figure 18. Pollen allergy-related ED visit counts, 2016-2022

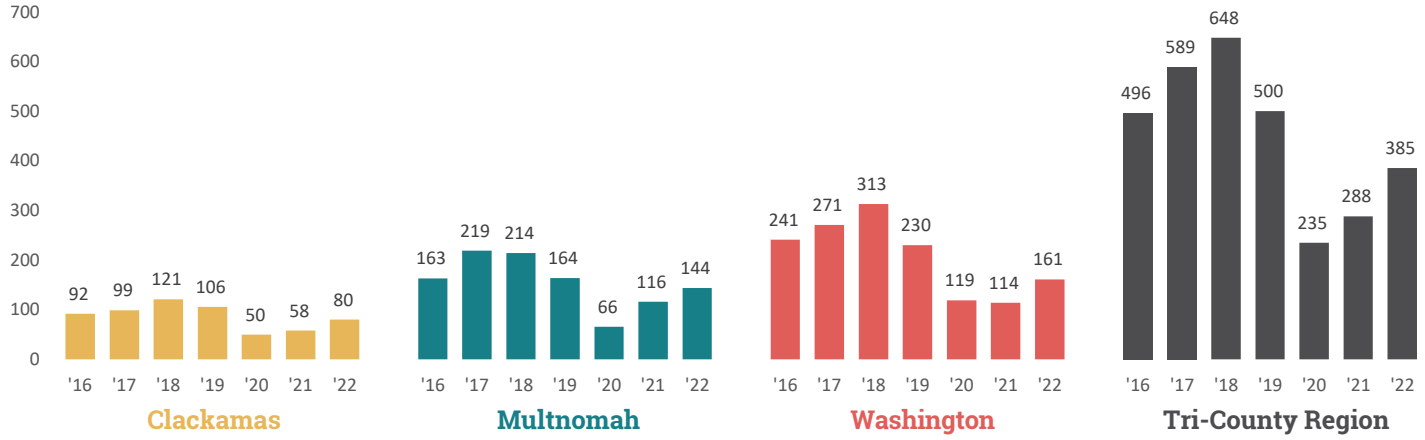
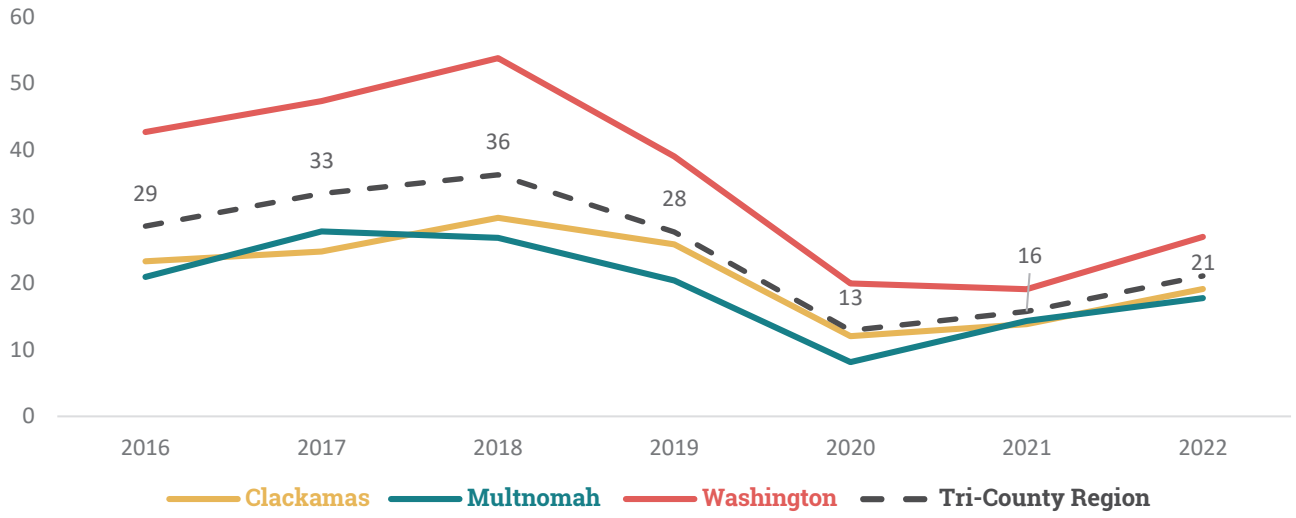


Figure 19. Pollen allergy-related ED visit rates per 100,000 persons, 2016-2022



These may be true decreases in regional ED visits over time or a result of mask use protecting against exposure to pollen or changed behaviors surrounding ED visits during the pandemic. Over time, visits for pollen allergies at EDs has coincided with springtime. To date, the length of pollen season remains consistent with previous years. We will continue to track pollen season length over time as an indicator of climate change impact on community health.

Who is impacted?

There were no differences in percent of males versus females reporting to the ED for pollen allergies when compared to all cause ED visits. Pollen-related allergy visits to the ED were much more likely to be by people ages 18 to 44 compared to visits for other reasons. Based on the high proportion of people between 18 to 44 years of age, in future reports we will explore how occupation affects this indicator. There were also differences by race and ethnicity with a greater proportion of pollen allergy-related visits by people identifying as Asian or Hispanic.

Figure 20. Distribution of pollen allergy-related and all emergency department and urgent care visits by age group, 2016-2022

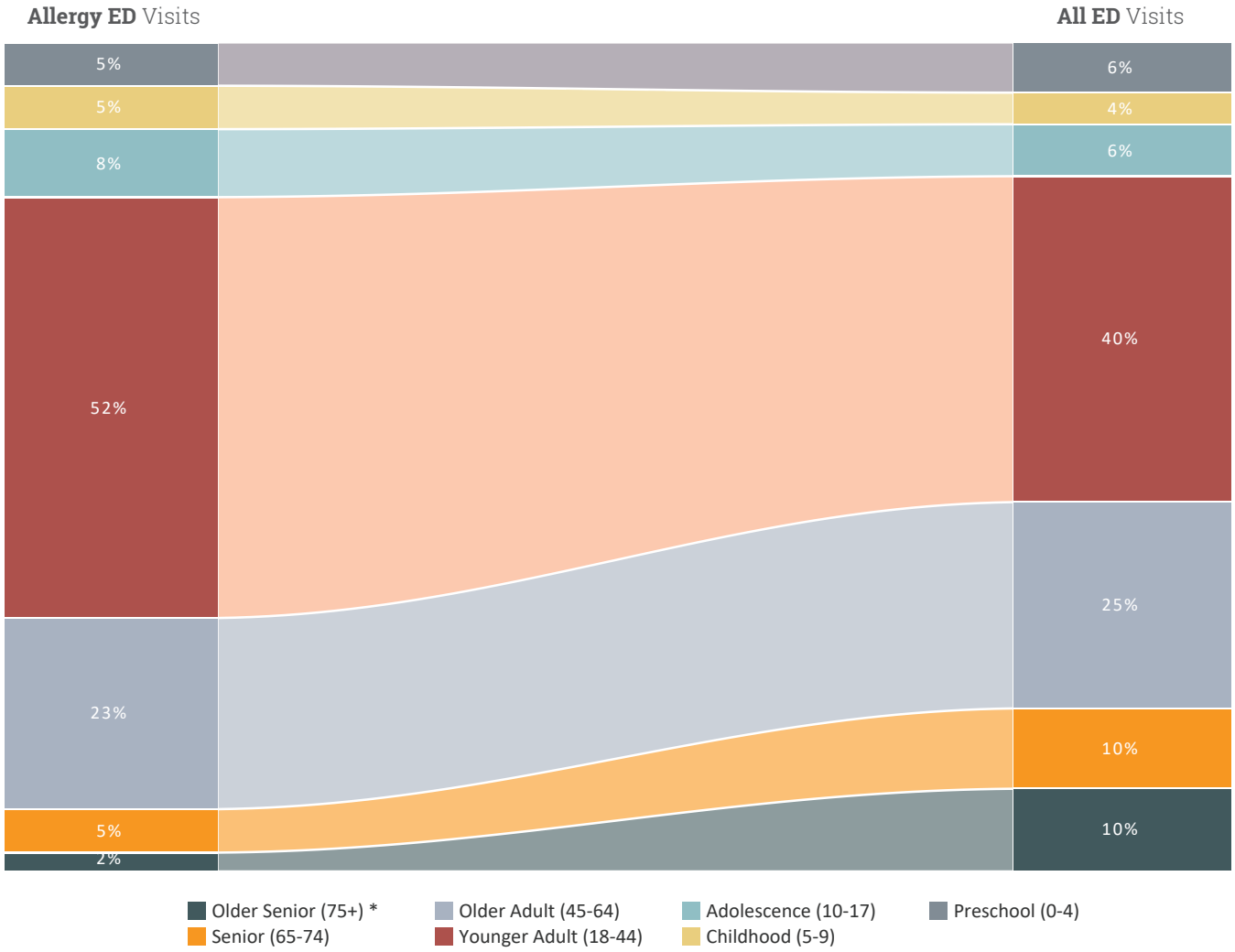
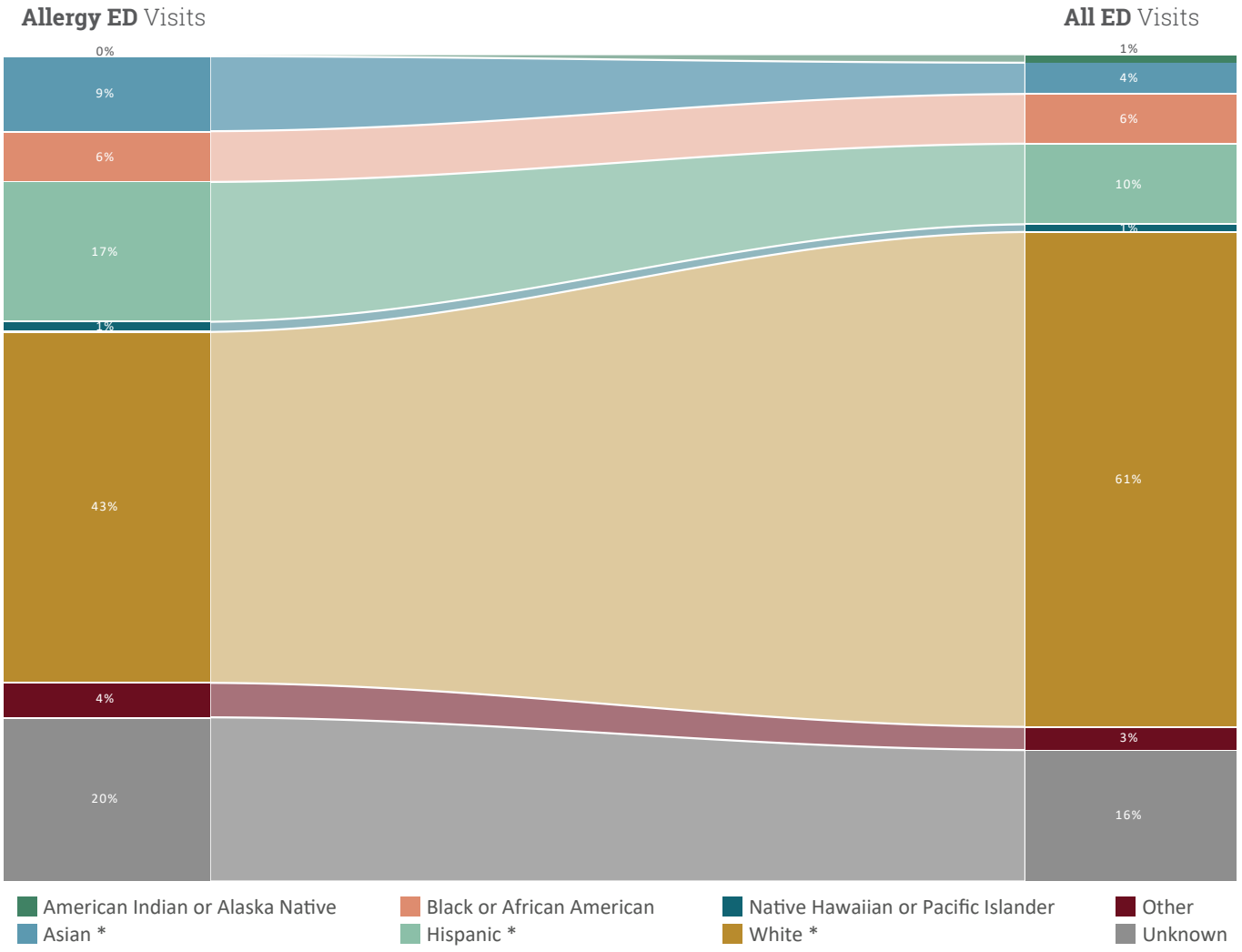


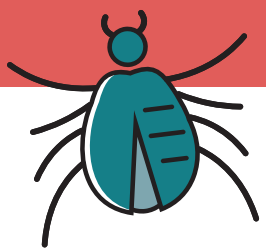
Figure 21. Distribution of pollen allergy-related and all emergency department and urgent care (ED) visits by race/ethnicity, 2016-2022



Data details

This indicator was collected from a statewide data system (ESSENCE)[39] for analyzing visits to emergency departments and urgent care clinics (ED). This indicator documents ED visits for cases with any mention of an allergy as the chief complaint and it excludes allergies due to food, insects, plants, medicines, and other products for the years 2016 through 2022. Complete data became available beginning in 2016, meaning that comparisons to earlier years are not reliable. Records are for visits, not patients, meaning that one person could be counted multiple times if they visited the emergency department more than once for the same complaint or for different complaints. For this reason, we compare sex, age, and race characteristic distributions with all emergency department visits. Rates are also used with all ED visits as a denominator in our risk ratio calculations to account for potential changes in facility reporting over time. The number of urgent care clinics that report visits fluctuates over time. Missing or incomplete records could result in undercounting.

Vector-borne disease



Climate change and health connection

Vector-borne diseases can be transmitted by insects. Mosquitoes and ticks are the main vectors in the tri-county region. Climate change influences the habitat, survival, and seasonality of these insects.

Mosquitoes reproduce more in hotter and humid conditions. Warmer weather expands mosquito habitat and extends their season of activity earlier in the summer and later into the fall.[40] Mosquitoes bite more in warmer temperatures, increasing the risk of vector-borne disease transmission.[41]

The life cycle of the tick is also guided by changes in seasons. Ticks begin looking for a host during the spring and throughout the summer. As spring and winter temperatures increase, ticks begin to look for a host earlier, increasing the length of the Lyme disease season and the number of potential cases.[41]

Unequal impact

Exposure and vulnerability to the risk of insect bites is largely the outcome of social and environmental factors. The conditions that someone lives or works in shape exposure patterns.[42] Groups that are at a higher risk of vector-borne disease include:

- Outdoor workers near habitats supporting insect breeding (e.g., construction, landscape design, landscaping, agriculture).
- People experiencing houselessness with no shelter from insect exposure.
- People living in housing without window or door screens and other sufficient barriers to exclude insects, including renters without tenant protections or whose landlords allow unsafe conditions.
- Youth, older adults, and people with immune conditions are more susceptible to severe illness from vector-borne diseases.
- People without means to purchase personal protective repellants or who lack access to educational resources about insect bite prevention.

Indicator 7
Lyme disease

This indicator measures the number of Lyme disease cases diagnosed in each county, even if the disease was acquired outside the county. Lyme disease is caused by a bacterium called *Borrelia burgdorferi*, most commonly carried by blacklegged ticks. When someone is bitten by an infected tick, disease symptoms may include fever, headache, fatigue, and a bullseye-like rash called an erythema migrans. Severe cases may affect cardiovascular and cognitive function[43].

What is happening in the region?

Regional counts of Lyme disease peaked in 2017 with 34 cases. From 2012 through 2022, the average rate of Lyme disease cases was approximately one person per 100,000 people every year. Lyme disease rates have decreased in Clackamas and Multnomah counties in the most recent 2020-2022 period compared to 2016-2019. Washington County rates have increased by 69% when comparing 2021 and 2022 to 2016-2019.

Figure 22. Lyme disease counts, 2012-2022

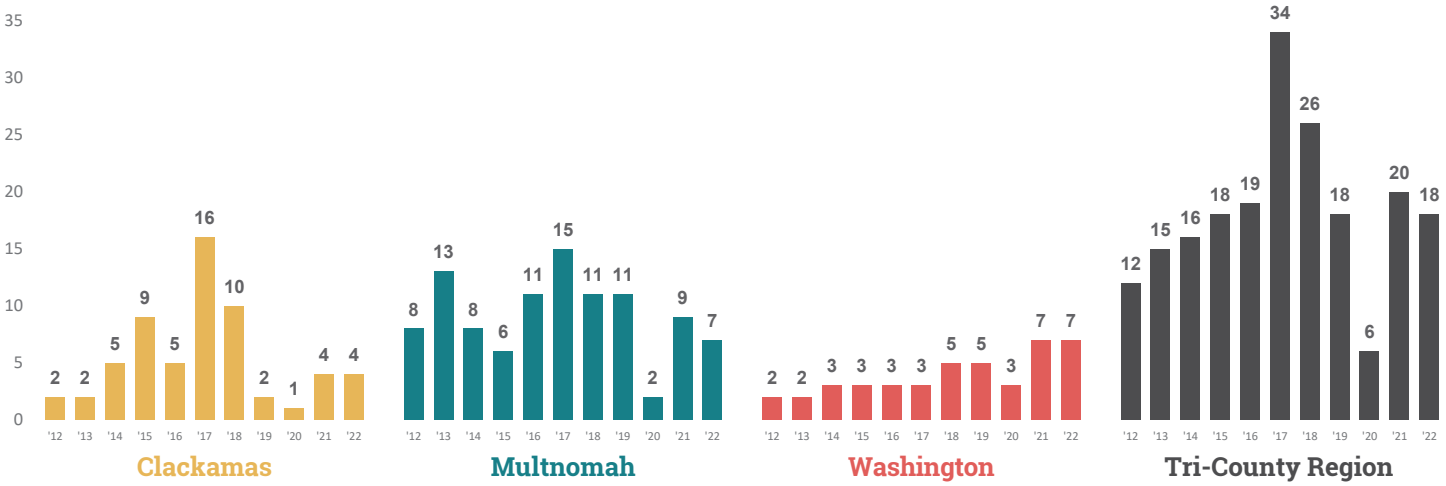
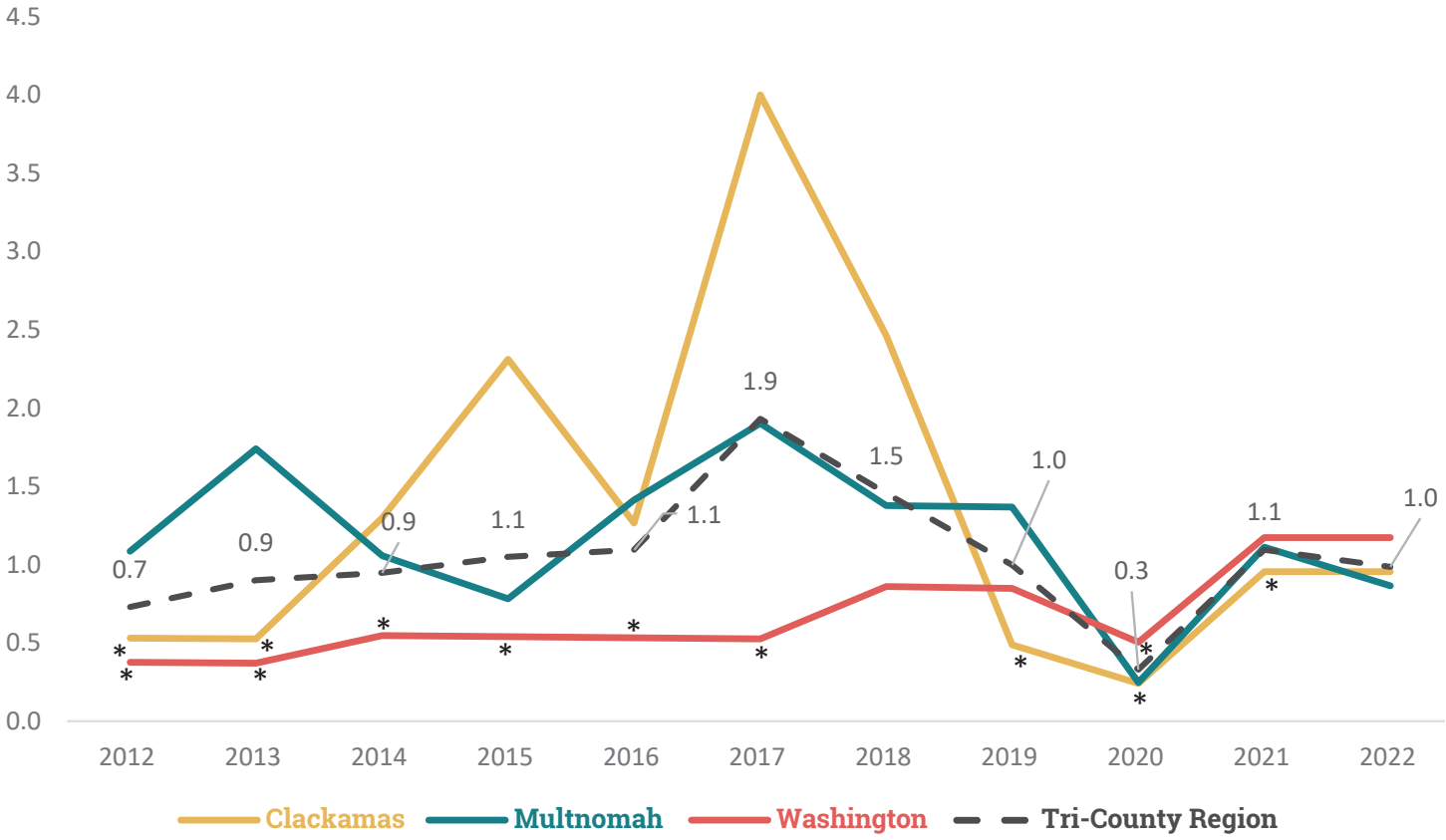


Figure 23. Lyme disease rates per 100,000 persons, 2012-2022



** Indicates an unstable rate estimate because count is less than 5*

Data details

Data are for 2012 through 2020, the most recent year available. The data does not allow us to determine where the disease was contracted. While most cases were contracted outside the region, there are several reasons we include the indicator in this report. Cases of Lyme disease, regardless of where they were contracted, are a burden on local health care systems. Tracking cases is necessary to monitor changes in this burden and including this indicator provides a baseline for future evaluation.

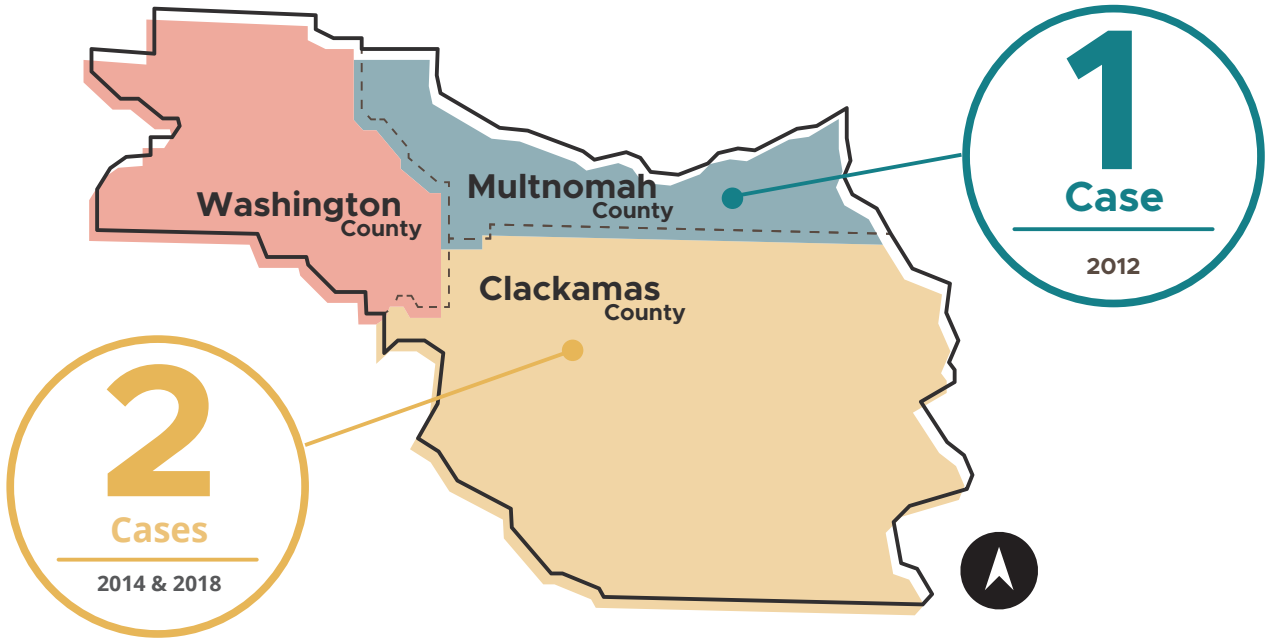
Indicator 8
West Nile virus

This indicator measures the number of cases of West Nile virus diagnosed in each county, even if the disease was acquired outside the county. West Nile virus is a mosquito-transmitted infection. Most people infected with the virus do not show any signs or symptoms; roughly one in five people develops a fever, headache, and body aches. Less than 1% of all West Nile virus cases develop severe symptoms affecting the nervous system through inflammation of the brain, spinal cord, and surrounding tissues.[44, 45]

What is happening in the region?

Three cases of West Nile virus have been documented in the region since 2012, one in Multnomah County and two in Clackamas County. All three cases were acquired outside of the tri-county region, but local transmission is possible.

Figure 24. West Nile virus case count, 2012-2022

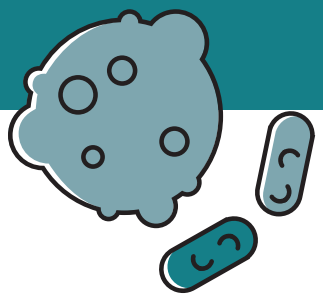


Rates not calculated for this indicator due to sample size

Data details

Cases of West Nile virus, regardless of where they were acquired, are a burden on local health care systems. We include this indicator so we can monitor where cases were acquired and if, over time, West Nile cases start becoming more prevalent closer to our region. Including this indicator provides a baseline for future evaluation. We used data from 2012 through 2022 for this report.

Communicable disease



Climate change and health connection

Climate change influences the survival, reproduction, and adaptation of the microorganisms that carry disease.[46] Some climate events, such as extreme heat or flooding, increase the growth of disease-causing microbe populations, as well as human exposure and the risk of infection through contaminated food, water, and water-based recreational activities. Changes in temperature and rainfall in the Pacific Northwest are projected to create conditions that promote the growth of disease-causing microbes.[47, 48]

- **Salmonellosis:** Increase in temperature is directly associated with increased number of reported salmonellosis cases. Studies have estimated an increase of 1.2% in the relative risk of salmonellosis for every degree increase in weekly temperature.[49] *Salmonella* species multiply faster in warmer temperatures, which leads to an increased risk of food contamination during processing, storage, and production.[50] The number of cases is typically higher during summer months, with an increased risk among children under five years and those over 65 years.
- **Campylobacterosis:** The intestinal bacteria *Campylobacter* shows a seasonal pattern peaking in the summer months. Warmer conditions promote the growth of bacteria in raw sewage, increasing the risk of exposure. Heavy rains and floods can lead to sewage overflow, also increasing the risk of exposure.
- **Tuberculosis:** Climate change can affect the spread of tuberculosis (TB) by displacing people through drought, landscape change, rising sea levels and natural disasters. The spread of TB increases when people are displaced or forced to migrate from regions where TB is common and relocate to places with low rates of the disease. Famine and changes in environmental conditions can also spread TB by lowering a person's immunity and increasing their susceptibility to infections.

Unequal impact

Low income and rural areas are impacted more by communicable diseases resulting from climate change and environmental factors. People with low incomes have fewer resources and live in areas less equipped to mitigate the fallout from extreme heat, floods from precipitation, and other extreme weather conditions.[51] Groups that are at higher risk of communicable diseases include:

- Older adults, children, pregnant people and those with compromised immune systems.
- Communities of color that have experienced historic redlining, structural exclusion, or who have lived in areas that have not been prioritized for public works enhancements.
- People who spend time in water bodies for recreation or occupation.
- People living in communities with aging water and sewage infrastructure that may be more prone to flooding and water contamination.
- Communities that are geographically isolated or do not have backup systems for essential services like water when those systems are damaged by extreme weather.

Indicator 9
Salmonellosis

This indicator measures the number of cases of salmonellosis diagnosed in each county. Salmonellosis is primarily a foodborne illness caused by *Salmonella* bacteria, causing gastrointestinal symptoms that include diarrhea, cramps, nausea, and vomiting.

What is happening in the region?

Regional counts were lowest in 2020 with 140 cases, and highest in 2018 with 271 cases. From 2012 to 2019 the average rate of salmonellosis cases for the region was 12 new cases per 100,000 people, whereas during the early part of the Covid-19 pandemic the rate averaged nine new cases per 100,000 people. There were 77 more cases in 2022 than in 2021. Multnomah and Clackamas counties had sharp increases from 2021 to 2022 as compared to Washington County. These rates reflect levels typically seen pre-pandemic and coincide with restaurants reopening. When we compared recent rates of salmonellosis with pre-pandemic years (2016-2019) we found no statistically significant difference for 2021. In 2022 there was a substantially higher (33%) rate of salmonellosis.

Figure 25. Salmonellosis counts, 2012-2022

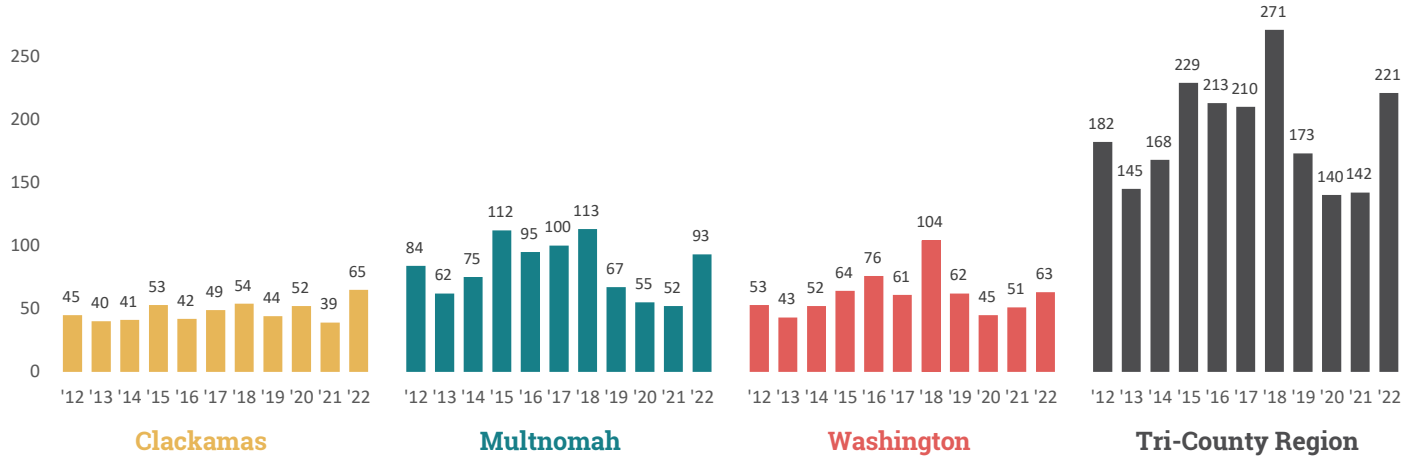
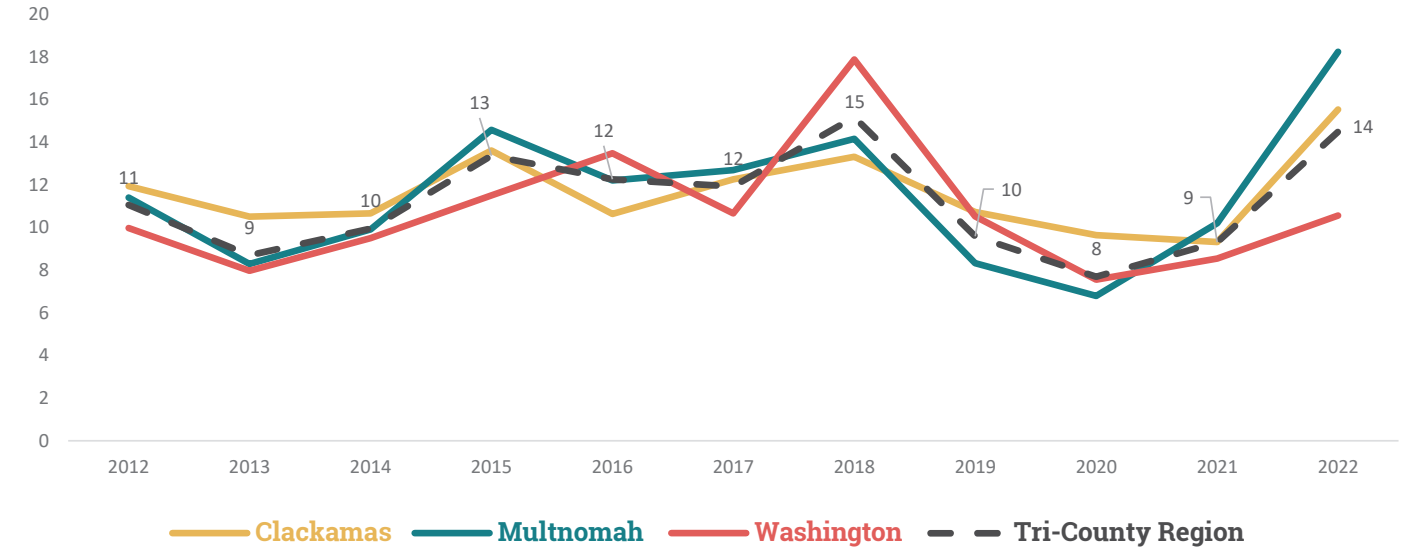


Figure 26. Salmonellosis rates per 100,000 persons, 2012-2022



Indicator 10
Campylobacteriosis

This indicator measures the number of campylobacteriosis cases diagnosed in each county. *Campylobacter* infection, one of the most common foodborne illnesses in the United States, occurs primarily through consumption of raw or uncooked poultry, or through contaminated water. Symptoms include diarrhea, abdominal pain, vomiting and headache.[52]

What is happening in the region?

Except for lower rates during the pandemic, the number of annual campylobacter cases has remained fairly consistent over the past decade. Cases were significantly lower in 2020 compared to 2016-2019, but this phenomenon is likely due to less contact with the healthcare system during the COVID-19 pandemic.

Multnomah County did see a sharp increase in rates in 2022, though this rate was still lower than in previous years. Clackamas and Washington counties saw a moderate increase in 2021, but these recent rates returned to levels similar to those seen before the pandemic by the end of the recent time period.

Figure 27. Campylobacter counts, 2012-2022

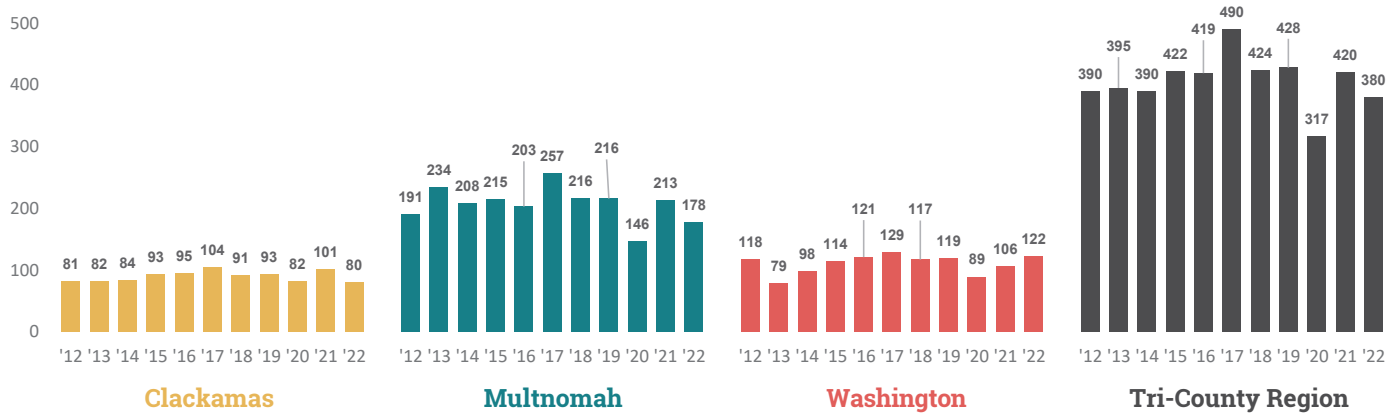
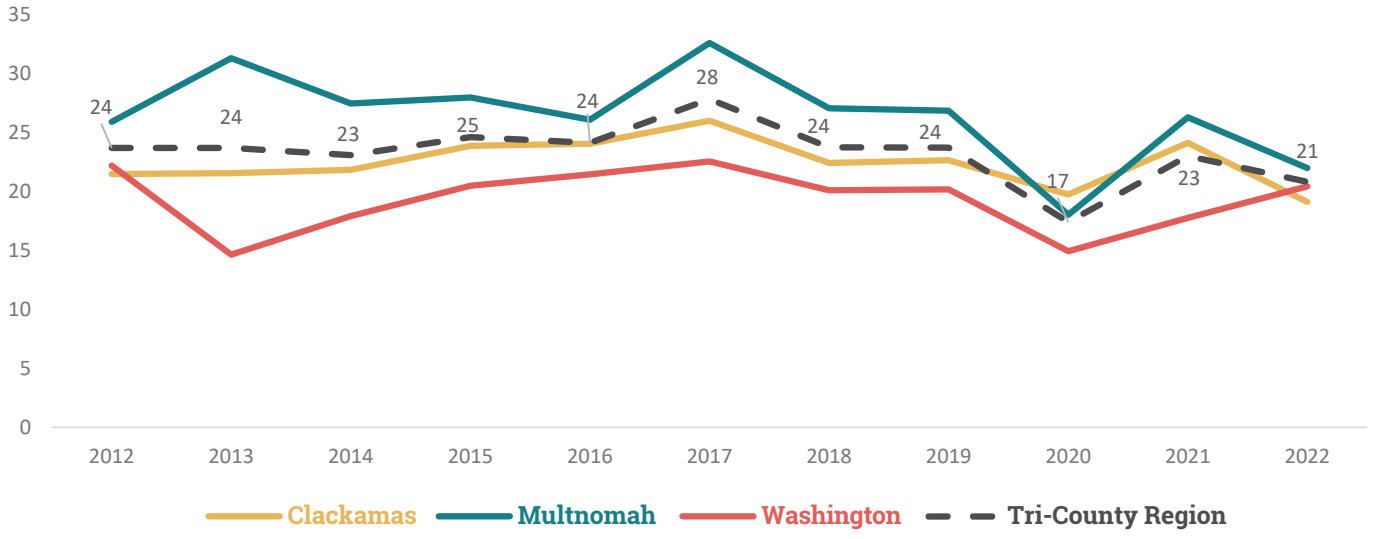


Figure 28. Campylobacter rates per 100,000 persons, 2012-2022



Indicator 11
Tuberculosis

This indicator measures the number of active cases of tuberculosis in each county. Tuberculosis (TB) is caused by *Mycobacterium tuberculosis*, which most frequently attacks the respiratory system but can infect other body systems as well. An infected person does not always develop clinically visible signs of the infection. While infection may remain dormant for a long period of time (i.e., latent TB), only a person with active TB can spread the infection to others.

What is happening in the region?

With the exception of a dip in cases during the pandemic, the number of TB cases in the tri-county region has remained fairly steady. The rate of TB in Clackamas County has consistently been lowest among the three counties in the region. In 2020, counts were lower than in previous years but have now returned to levels seen pre-pandemic. TB rates in 2022 are not significantly higher than recent years (2016-2019) but the apparent increase for Multnomah County is being closely monitored due to concerns of undiagnosed TB from people not seeking care during the pandemic.

Figure 29. Tuberculosis counts, 2012-2022

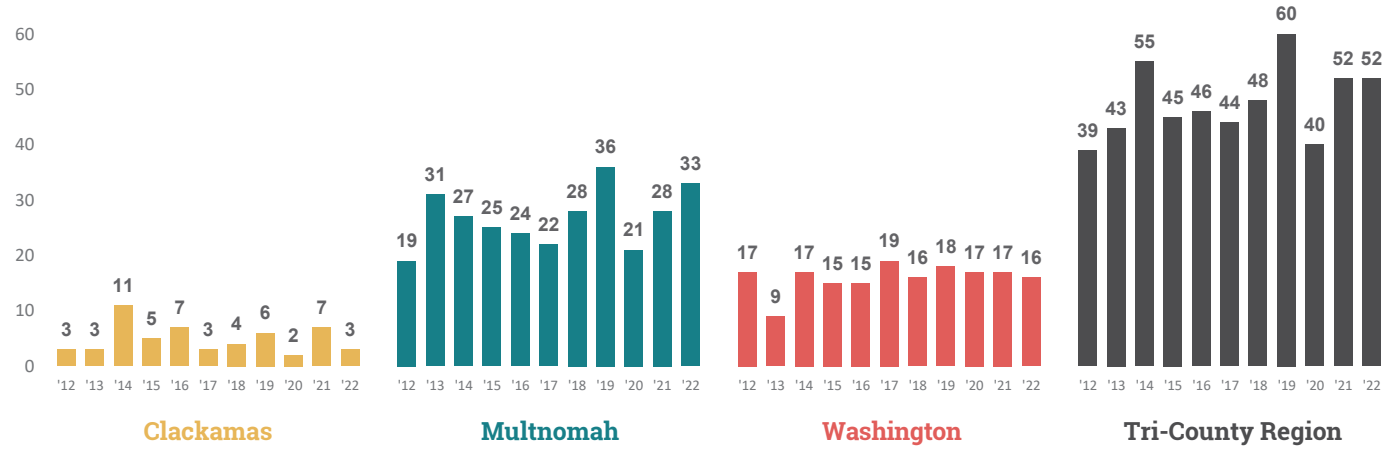
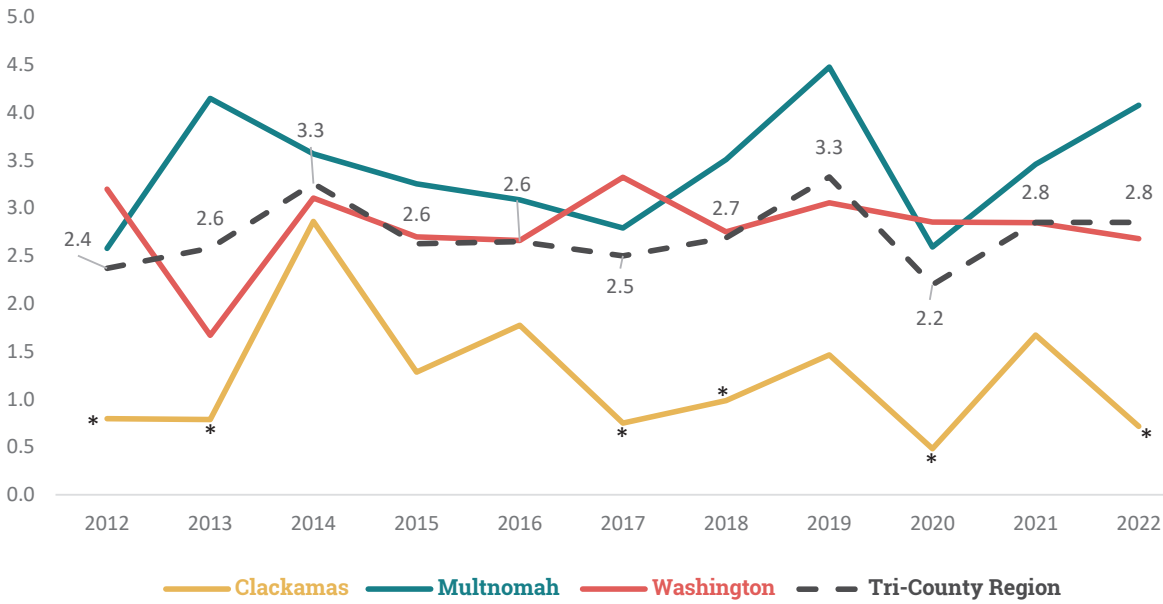


Figure 30. Tuberculosis rates per 100,000 persons, 2012-2022

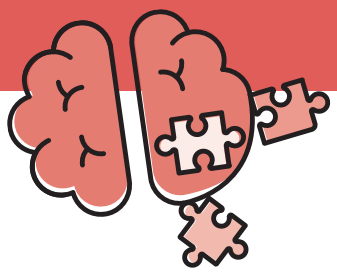


** Indicates an unstable rate estimate because count is less than 5*

Data details

Data (pg. 33-35) is based on hospital visit records from ORPHEUS. Misclassification errors such as underreporting may affect rates.

Mental health



Climate change and health connection

The impact of climate change-related events on mental health was an emerging area of research just a few years ago, but now there are multiple studies and reports establishing the importance of mental health in the context of climate change.[53] In general, mental health refers to our emotional, psychological, and social well-being that influences how we feel, relate to stress, and make daily choices. Mental health outcomes in response to climate change are affected by how individuals relate to and experience climate change events.[54] Different types and lengths of climate change events can create a wide variety of mental health impacts, including:

- **Short and acute events that last a few hours to a few weeks like heatwaves, extreme storms, or wildfires.** These events can lead to anxiety, depression, post-traumatic stress disorder (PTSD), sleep deprivation, trauma, shock, and thoughts of suicide. If an event creates property damage, causes displacement, or affects economic livelihood of a group it can lead to a sense of loss of place, loss of control, and loss of personal or occupational identity.[55] Heat events specifically can lead to increases of aggression and worsening of existing mental health conditions, as well as creating negative side effects for some psychiatric conditions. [56]
- **Long periods of extended climate change events, like drought, or recovery periods from acute events.** In addition to the mental health impacts of short events, extended events or recovery periods place ongoing and compounding stress on mental and emotional well-being. It can create disruption in access to physical and mental health care services, school, and social networks, all of which are protective factors for good mental health.[57]
- **Ongoing direct or indirect exposure to the hazards of climate change, like rising temperatures, rising sea levels, and other global and regional threats.** Whether someone has direct experience with a climate change-related event or not, the continued exposure to media coverage and threat of climate disasters can affect mental health. A broad range of terms have evolved to describe these impacts, including eco-anxiety (severe worry and frustration about risks from environmental impacts to future generations and the planet)[58, 59, 60] and climate grief (sadness, loss, and hopelessness about future generations and the planet).[61]

Unequal impact

Mental health outcomes related to climate change are affected by a wide range of social, cultural, environmental, and economic factors. Groups at higher risk for negative mental health outcomes related to climate change are:

- Youth who will face greater exposure to severe climate change impacts and have limited control over actions to mitigate them today.
- People who have been personally impacted by a climate disaster or who reside in an area at risk of a climate disaster.
- Native Americans and indigenous tribes who have lost or are at risk of losing traditional ways of life and self-determination due to climate change and other social factors.
- People with pre-existing mental health conditions, like anxiety or depression.
- People with limited social connections and access to resources.
- People who have limited means to recover from a climate disaster, or whose livelihood would be significantly affected by a climate disaster, such as the agricultural industry.
- Communities of color who carry past and current traumas of interpersonal and structural racism.
- Health care professionals providing care and treatment to people affected by climate change events.

Strong social supports and environments that foster collective action toward addressing climate change can tip the scales and leverage the positive potential of anxiety-like symptoms.[62]

What is happening in the region?

At the local level there are limited indicators of mental health and those that do exist are impacted by underreporting. We reviewed data sources for the tri-county area and did not identify a reliable indicator explicitly tied to climate change that allowed for comparison over time. We continue to look for a suitable measurement for the mental health effects of climate change, so we can include this as a formal indicator in future reports.

The 2021 report included a snapshot of tri-county region mental health based on a survey on mental health-related perceptions about climate change and a survey about Oregon teen mental health. For this report, we are taking a different approach. First, we examined Google data from 2018 to 2022 to examine search patterns immediately following extreme heat events. We looked for how often people searched for terms related to mental health services, anxiety, and PTSD.

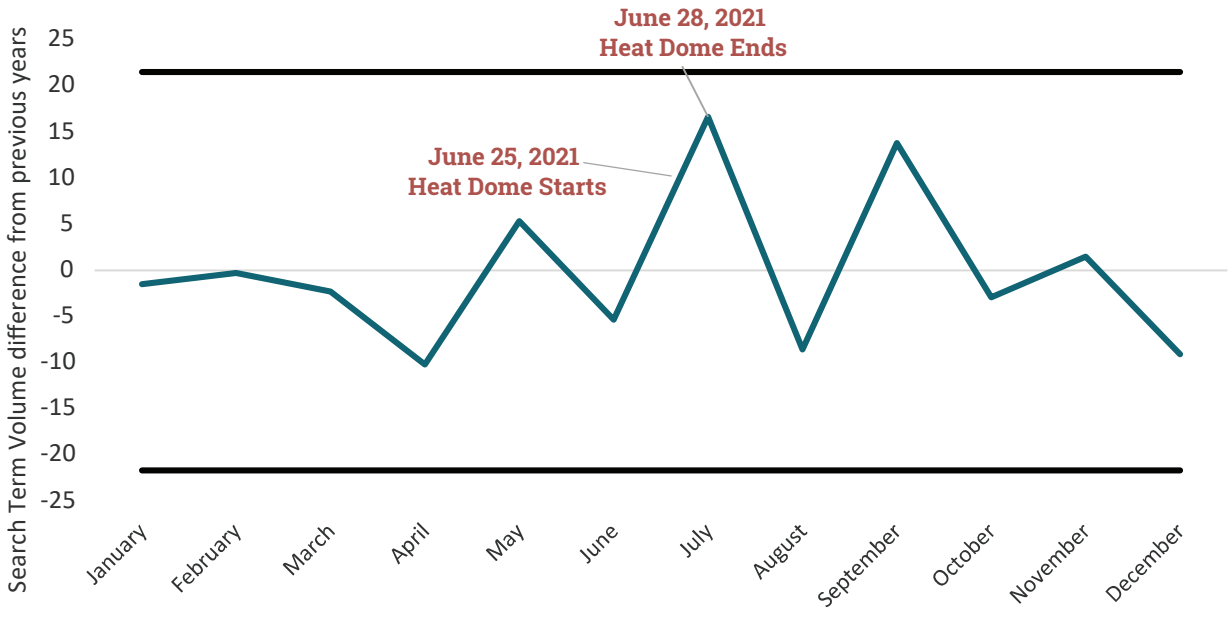
Second, we conducted informational interviews with emergency and community responders to get their impressions of how the extreme heat and wildfires affected community mental health.

During these interviews, lack of access to mental health resources and trauma were the most prominent themes identified.

Google trends summary

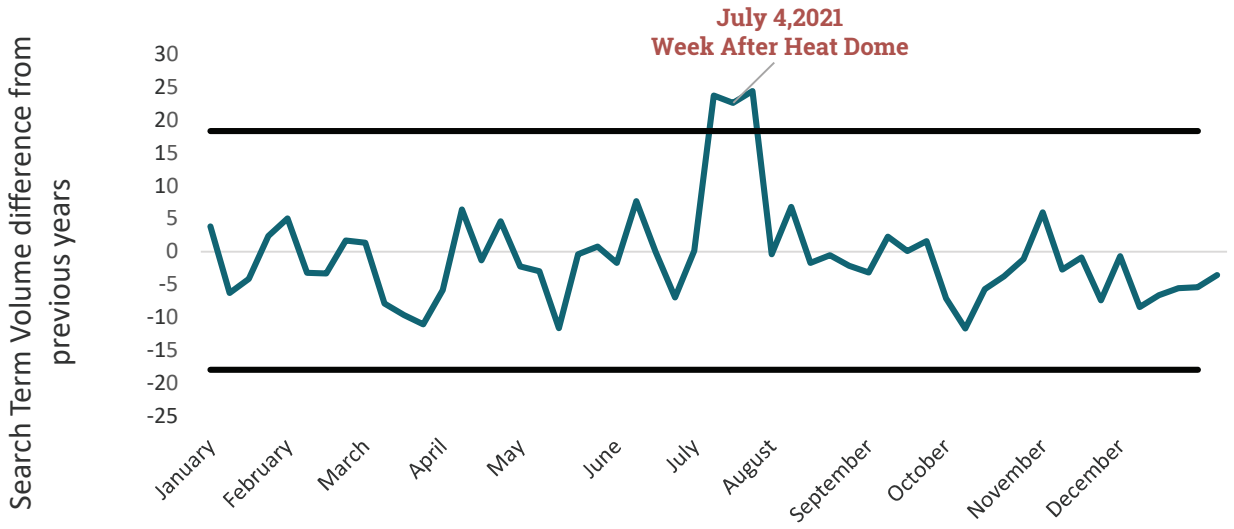
We collected data from the results of Google Trends queries of various terms related to mental health. We looked at how often during a week or a month people searched for specific terms. The time series chart shows the number of search terms occurring beyond what we expect based on average seasonal changes and general trends over the years. Within a week after the heat dome event in 2021, there was an increased search volume for trauma-related terms. As similar events continue to occur it is important to understand how mental health is affected and how we can better respond to mental health in the context of climate change.

Figure 31. Google search anomalies for "mental health services" in 2021



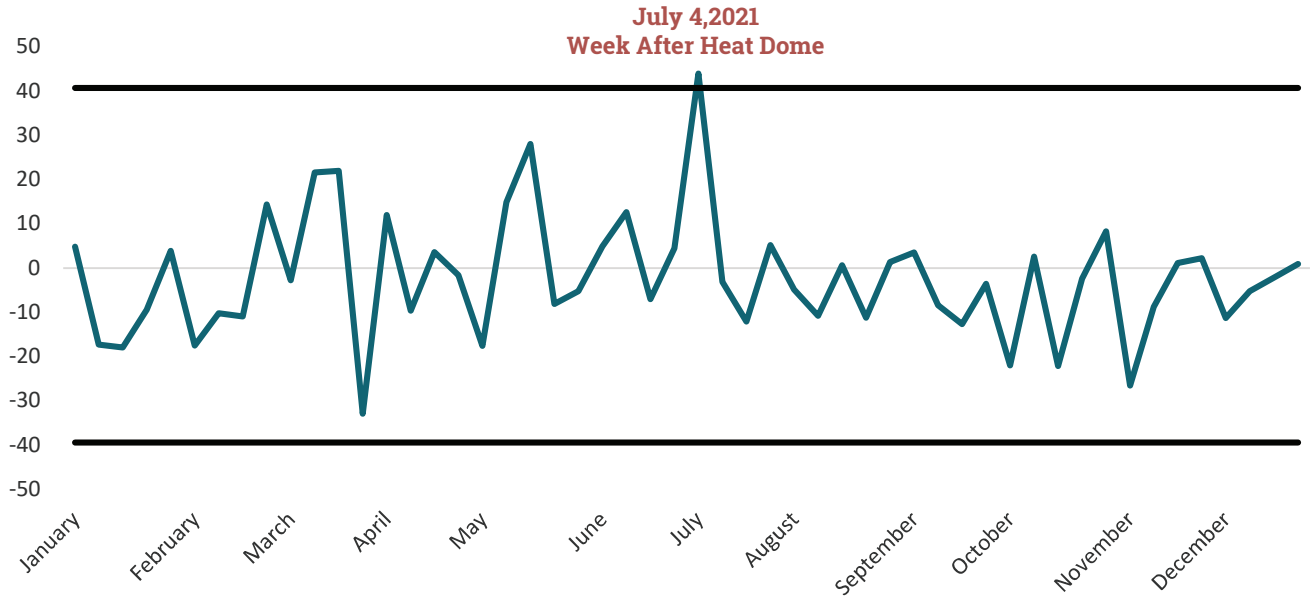
Dark black lines indicate daily search volumes with statistically significant differences from previous years

Figure 32. Google anomalies for "anxiety + anxious + panic + fear" in 2021



Dark black lines indicate daily search volumes with statistically significant differences from previous years

Figure 33. Google search anomalies for "stress + PTSD + reaction to acute stress + reaction to severe stress" in 2021



Dark black lines indicate daily search volumes with statistically significant differences from previous years

Data details

Search volumes on Google have been associated with mental health conditions such as anxiety in populations including self-reported unmet mental health needs and ED visits.[63,64] Search frequency was obtained from the Google Trends page for people with an IP address in the Portland area. Google search anomalies are counts that subtract average searches during the annual season and counts attributed to gradual increases or decreases over the entire period. Mental health services frequency includes the search term "mental health services." Anxiety search frequency includes search terms for "anxiety," "anxious," "panic," and "fear." Trauma and stress related frequency include search terms for "stress," "PTSD," "reaction to acute stress," and "reaction to severe trauma."

Community responder interviews summary

We conducted a qualitative analysis using semi-structured informational interviews with emergency first responders, mental health and disability service providers, and representatives from community-based organizations (CBOs) to better understand the mental health effects of climate change during the 2020 wildfires and 2021 heat dome event. We chose responders with lived experience and who worked with community members during these events.

We interviewed eight people for 45 minutes each. A team of four analysts conducted thematic analyses to determine which themes were mentioned most often during the interviews. The results below are categorized into the themes that were mentioned most often.

Overall theme frequency for key informant interviews



Access to mental health services

The most common theme identified in the interviews was lack of access to mental health services and lack of mental health providers. Interviews with emergency and mental health representatives emphasized the systemic issue of an overwhelming demand, with too little supply.

Emergency responder

I still think accessing mental health is probably our biggest issue. Either people don't know how, or they call 911. And when we respond as a fire agency, our knowledge of mental health providers isn't there... and then you add in a heat event or a cold event, or something like that, I think that the system on a whole just gets overwhelmed and makes it that much harder to access.

Mental health representative

People are having a very hard time finding therapists, finding prescribers, finding case managers to find the help that they need. The system, I think, is very fragile right now, because of the pandemic, and we've lost a lot of providers.

Systemic trauma

Trauma was the second most often mentioned theme during our interviews. Representatives from CBOs and disability services discussed the ongoing barriers as a result of systemic racism and traumas that can inhibit BIPOC communities from accessing mental health services. One CBO representative explained that communities who have had negative experiences with the criminal justice system, child welfare system, immigration, and other government agencies, are less likely to risk coming under the radar to seek services.

Disability services provider

BIPOC communities are also going to be ones that have the least amount of access to obtain mental health, or even health care due to, you know, it could be legal status, or maybe there's distrust in the system. But I've noticed, especially with like Latino communities, mental health just isn't something that is generally talked about.

CBO representative

Events that you're talking about created a deep sense of fear and kind of an ongoing trauma, or like piled on top of other ongoing traumas. We call it the multiple and overlapping traumas and oppressions is what we frequently refer to it as. There is a great sense of just not being able to feel safe or be grounded.

Compounding factors

The 2020 and 2021 climate events did not happen in a vacuum; compounding factors refer to the snowball effect of experiencing one traumatic event after another. During the timeframe discussed in the interviews, the tri-county region was living through the COVID pandemic, wildfires with heavy smoke, a heat dome, and racial tensions. The mental health effects of these compounding factors were widespread, but interviewees took notice of the exceeding impacts on BIPOC communities.

Special populations and vulnerabilities

We asked the responders if they perceived any special populations facing greater threats to their mental health and how those groups were impacted during the climate events in 2020 and 2021. The responders identified the unhoused/unsheltered, elderly, and Black, Indigenous, Latine/x, and People of Color (BIPOC) communities as being more vulnerable to experiencing mental health effects. One person pointed out that different types of climate events, like an ice storm or extreme heat, expose different types of vulnerabilities among communities or groups. One of the mental health representatives explained how the unhoused population had difficulties finding shelter from the heat and smoke, and many mental health facilities had to close, leaving them without access to essential mental health services.

Mental health representative

These are also folks, due [to] their symptoms, [which make it] more stressful to be around large groups of people or to be in congregate settings, and then, of course, we say, 'Well, you can go to a cooling shelter, or you can go here or there.' But sometimes that just adds another challenge for them because then they're around a lot of stimulation and a lot of people, and sometimes they don't feel safe. And of course, we have people with sometimes very deep trauma...I think it's just hard to find a safe place when it feels like the climate is conspiring against you.

A disability services representative spoke about the elderly population, many who live in social isolation and experience depression and stress related to lack of mobility, chronic health conditions, and disconnection from the community. This social isolation is exacerbated by heat and smoke events.

Government mistrust

Responders representing CBOs, emergency agencies and mental health providers frequently mentioned community mistrust of the government. Community-based organizations and mental health representatives brought up the trauma of poor experiences with government entities in the past that immensely impacts the stress level of communities when there is a need to interact with government entities during disasters.

CBO representative

That's one thing that came up during the wildfires. People thought if they stay, they would get in trouble and their kids could get taken away. But if they left, they'd be homeless and then their kids would be taken away... and the other thing is that also receiving services would draw attention to a family member in a family of mixed status...and so the fear for going anywhere as a family together and requesting services made them feel very vulnerable because they didn't know if everybody would be eligible to receive services, or if that would draw attention to, or they'd have to show proof.

CBO representative

During the heat wave...It's awesome that they have [cooling shelters], but many people don't feel comfortable going to places like that, and a lot of it could be even just triggering thinking that you have to. Like maybe you've had experiences in your life of the child welfare system, or things like that. And then you're taking your kids to a shelter.

On the other hand, emergency responders reflected on a preexisting trust that had been built with communities prior to the climate events, making it easier for government entities to enter communities to provide essential services and wraparound support.

Emergency responder

I wear a uniform and a badge, so there's instant fear when I walk out there. But because they see me out there all the time, and because I'm offering support services, and I'm with people that have built those relationships, and I'm giving water and Naloxone kits and information, I'm helping them learn about addiction and mental health and stuff, I think that trust spreads outward from each other versus coming from me... We put a positive spin and a trusting relationship on people in uniform.

Systemic trauma

Representatives from CBOs and disability services discussed the ongoing barriers as a result of systemic racism and traumas that can inhibit BIPOC communities from accessing mental health services. One CBO representative explained that communities who have had negative experiences with the criminal justice system, child welfare system, immigration, and other government agencies, are less likely to risk coming under the radar to seek services.

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Outreach and language services

A CBO representative working with Latinx communities discussed the need for more timely and robust language interpretation prior to and during climate events. They shared that the strong reliance on CBO's community health workers to disperse information in various mediums and languages "added strain on staff during already stressful times," mentioning that effective interpreting and translation requires an investment of time and energy that often takes them away from other important work with the community.

CBO representative

The vast majority of information comes out in English first and then it comes out in Spanish next and then it rarely even comes out in other indigenous languages... it creates fear and distrust in communities because they have to wait several days for information, and they know something important came out, but they don't know what it is.

A representative for Native American communities discussed the lack of outreach during the climate events.

CBO representative

It was actually hurtful. And the native community was left out. There was targeted outreach to many underserved communities who needed these resources. And then they just forgot. They forgot that there was also an urban native community.

Well-being of providers and responders

We asked community responders if providers and responders had the necessary resources to meet community needs and the challenges they faced.

Emergency responders shared that they are trained for these kinds of emergencies and that there is a protocol even when resources are short. One mentioned that this is the profession they chose and love, but that responders' family members' well-being is an important consideration during these events.

Sense of duty

During the climate events, interviewees explained how providers and responders went above and beyond their call of duty, many working overtime or showing up despite challenges in their home life.

Mental health representative

I had people who had to evacuate their homes and then were still not taking time off. They still were trying to help others, which is incredible.

Burnout

We heard from responders that although staff were dedicated to helping their community, the snowball effect of many crises and the sense of responsibility led to a huge mental toll and burnout.

Disability services provider

When we are hearing crisis after crisis after crisis all day it becomes very draining emotionally...We have our ebbs and flows, but there are some weeks where you just get hit with one thing after another. When we add that next layer on top of all of these crises with the heat and then the wildfires, it just burns you out more quickly.

CBO representative

I do want to say that people that work directly with communities that they identify with or are part of, it's extremely taxing, and there's like a sense of obligation and commitment. Sometimes our staff feels like they can't let things go – that they just have to keep going and keep going.

Resilience and community connection

We asked responders if they perceived any characteristics that support resilience in specific communities or among individuals. Across the interviews, community connection was identified as the most important influence on resilience against mental health impacts from climate events. Many interviewees brought up the significant interest, especially among older adults and cultural groups, for more ways to connect. This included going beyond the service of interpretation and creating spaces welcoming to all people and cultures.

CBO representative

Maybe having the shelter be welcoming and accessible. Maybe that would include having specific activities while people are there that help people reconnect to their cultural and identity specific things... there has to be more forethought in the shelters and a service point where somebody meets the agency to receive the service. You have to include more than just an interpreter.

Mental health representative

One of the things that we are trying to be better at is trauma-informed care... it's recognizing that almost every individual that you encounter has some event in their life or multiple events that were traumatizing in some way... And we're trying to focus on that, because resiliency after a crisis is only as good as the resiliency before the crisis happens.

CBO representative

Having connection to other people is really meaningful, knowing that you have support. If something does happen that there's people that you can reach out to that are reaching out to you that are checking on you. Especially for our elders.

Unhoused and unsheltered

There was strong reference to the unhoused and unsheltered community as being particularly resilient, despite their vulnerable circumstances.

Emergency responder

They trust one another a lot more than they trust anything that looks like authority or county or government... I think that a houseless person with almost nothing is usually the first person to help another houseless person with almost nothing versus, you know, the rich guy on the hill that has everything. And so, I think that really helps that group be resilient and be strong.

Mental health representative

This again applies to a lot of our unsheltered folks, who are very resourceful. And I think it was folks who could navigate resources that ended up having some of the better outcomes. Being able to know where they could go, what was available, that kind of information.

Recommendations

Community responders were asked if they had recommendations for improving community mental health support during climate events. They recommended the following:

1. Do not wait for people to come to you

An emerging theme called on agencies and community members to create lists of numbers to call and check in on those who are vulnerable – homebound people, those that are socially isolated, people with disabilities, the elderly, those with small children – neighbors, friends, family.

> **Emergency responder**
>
> *We need to go to people that don't have the ability to reach out and ask for help... because they don't know how to ask for help, or that there is help to ask for.*

> **Disability services provider**
>
> *There are not systems in place. That makes it difficult to serve people... And so I feel like it's just been like a react, learn. I just I didn't feel prepared.*

2. Proactive instead of reactive: A systems and structure approach

Having systems in place prior to climate events was a recommendation from nearly all interviewees. Some people recommended having an emergency operating center during climate events, systematically deploying peer support and mental health specialists, cross-training staff to know how to respond when there is need for mental health services, and to build better working relationships with community-based organizations.

3. Learn from past climate events

Along with the need to be proactive, some interviewees called for broken systems to work better during these kinds of emergent situations. One mental health representative brought up the difficulties that some individuals experienced trying to get emergency refills on psychiatric medications after having to flee their homes. Another example from mental health and CBO representatives was the need to hire and retain staff, especially bilingual staff, to meet community needs during future climate events.

> **Mental health representative**
>
> *We needed to have been doing this all along the last three years, and that would have had a different trajectory for our workforce crisis.*

Looking forward

Health outcomes of climate change are one of the primary ways communities feel the impacts of an increasingly warming planet. Emergency department visits from the September 2020 wildfires and fatalities from the June 2021 heat dome foreshadow what the region will experience during future climate events and provide stark contrast to trends documented in this report over the past five to ten years.

The time for action is now. Collective and coordinated strategies to create policies, systems, and conditions that reduce inequities and bolster resiliency across sectors will help reduce climate change-related health impacts. The tri-county health departments are accelerating adaptation efforts to meet the need created by complex and increasingly severe environmental threats. Ongoing collaboration with departments at the state level, as well as community groups and organizations at the local level, is critical in building informed and effective interventions. The 2021 public health modernization investment supports local and regional efforts in building environmental resilience and reducing health inequities.

This report provides a template for regional coordination and data assessment to understand the health impacts of climate change. It indicates the need for sustained resources in addressing air quality, wildfire, and extreme heat and cold impacts, as well as routine mental health monitoring and support systems to meet the need of increasing climate anxiety, trauma, and stress. Strategies to address climate change and its potential health impacts include:

- Developing actionable and timely climate change adaptation and mitigation plans with community and partners at the local level.
- Continuing to monitor health outcomes and strengthen data collection and analysis to understand the distribution of impacts across populations and geographies.
- Co-creating messages with community and culturally specific organizations to increase knowledge of climate change and capacity to mitigate its health impacts at the community level.
- Educating the public and policymakers on the health benefits of climate change mitigation strategies.
- Building cross-sector partnerships and interventions to address factors and practices that cause or exacerbate climate change.
- Securing funding to support climate and health adaptation efforts.

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Health Impacts from Climate Change in Washington County & City of Tigard

2023 Regional Climate and Health Monitoring Report



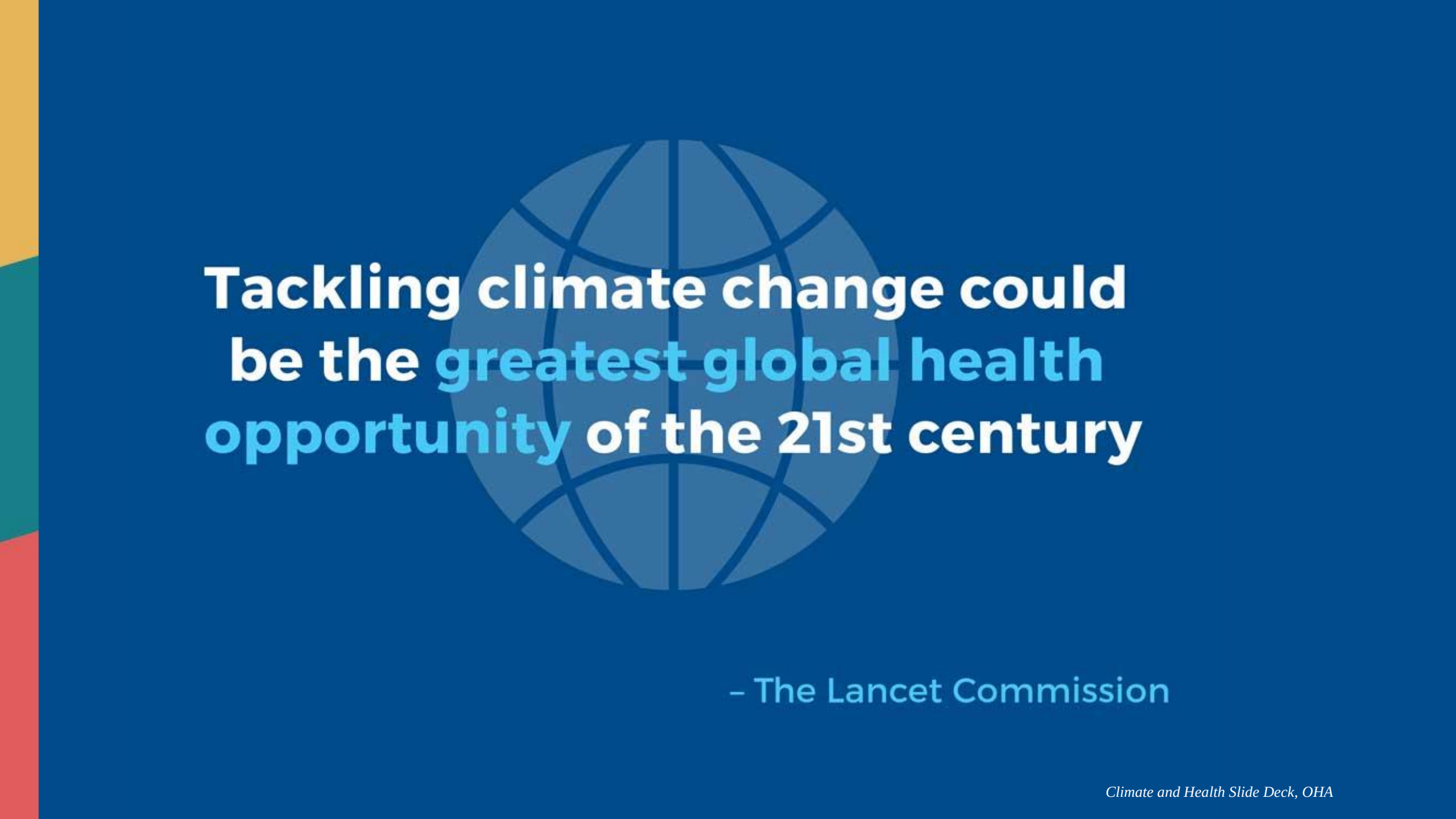
Presentation to Tigard City Council

Kathleen Johnson, MPH, Washington County Public Health

April 2nd, 2024

Overview

- Background
- Regional Climate and Health Monitoring report
  - Purpose of the report
  - Data highlights
  - Key takeaways
- How to use the report
- Questions
- Discussion



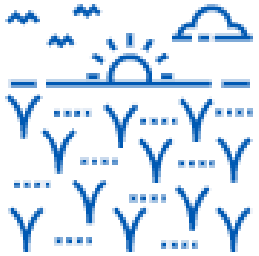
Climate and Health Slide Deck, OHA

Climate and health impacts and ways it impacts our work



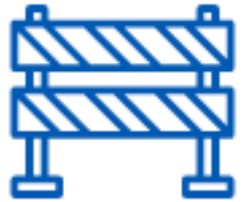
…are more sensitive

- Youth
- People with pre-existing conditions
- People who are pregnant



…are more exposed

- Low-income and BIPOC groups displaced or living in areas of disinvestment
- Outdoor workers
- Rural and frontline communities



…face greater barriers

- Older adults
- People with disabilities

Purpose of the Report

- Provides data on **11 health indicators** and explores the impacts of climate change on mental health
- Includes **data from the tri-county region**: Clackamas, Multnomah, and Washington counties
- Guides climate adaptation and mitigation efforts
- This report serves as an ongoing opportunity to identify and monitor the ways health is being impacted by climate change in the region

Project Team

Clackamas County

Allina Cannady, MPH

Data Analyst

Armando Jimenez, MPH

The Center for Population Health Program Manager

Multnomah County

Brendon Haggerty, MURP

Healthy Homes & Communities Program Manager

Dan Trifone

Climate and Health Program Specialist

Scott Moshier

Program Communications Specialist

Washington County

Highland Edelman

Climate and Health Program Coordinator

Lauralee Fernandez, PhD, MPH

PHEP-EH Epidemiologist

Kathleen Johnson, MPH

Community Environmental Health Program Coordinator

Blanca Perez, Mstat

PHEP-EH Data Analyst

Report Overview

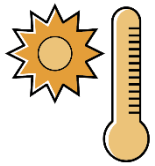
The Regional Climate and Health Monitoring report is a collection of **baseline data** for **Clackamas**, **Multnomah**, and **Washington** Counties on **11 health indicators** influenced by climate change. The report also explores impacts to mental health in the region.



Vector-Borne Disease

Lyme Disease

West Nile Virus



Extreme Heat

Heat-related emergency department visits

Heat-related hospitalizations

Heat-related deaths



Air Quality

Air quality related illness emergency department visits

Pollen allergy-related emergency department visits



Communicable Disease

Salmonella

Campylobacterosis

Tuberculosis



Extreme Weather

Extreme weather-related deaths



Mental Health

Data Observations

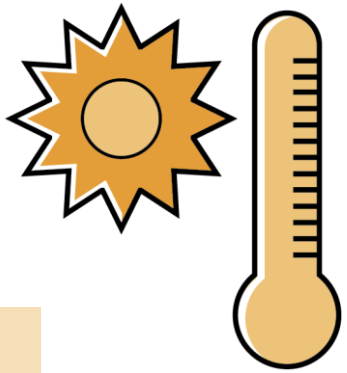
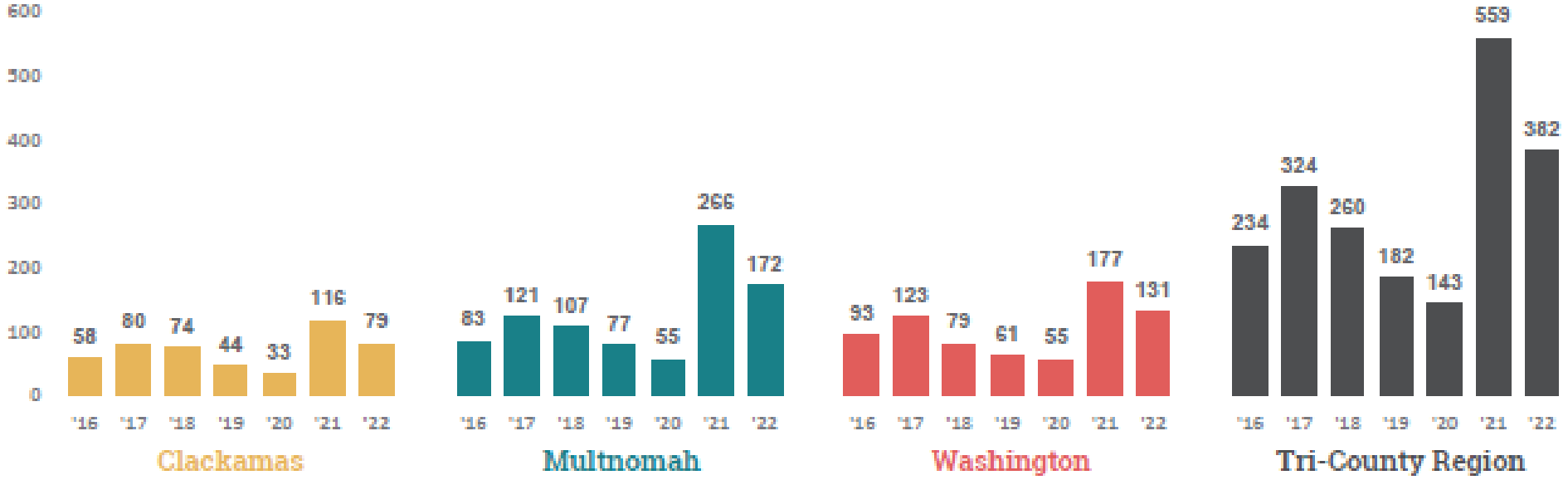


Figure 1. Heat-related ED visit counts, May-Sept, 2016-2022



Data Observations

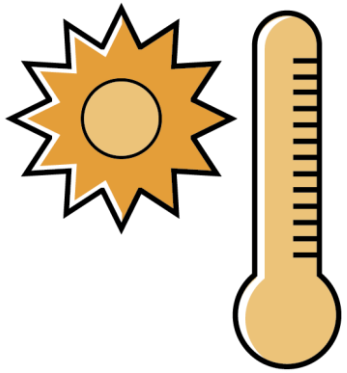
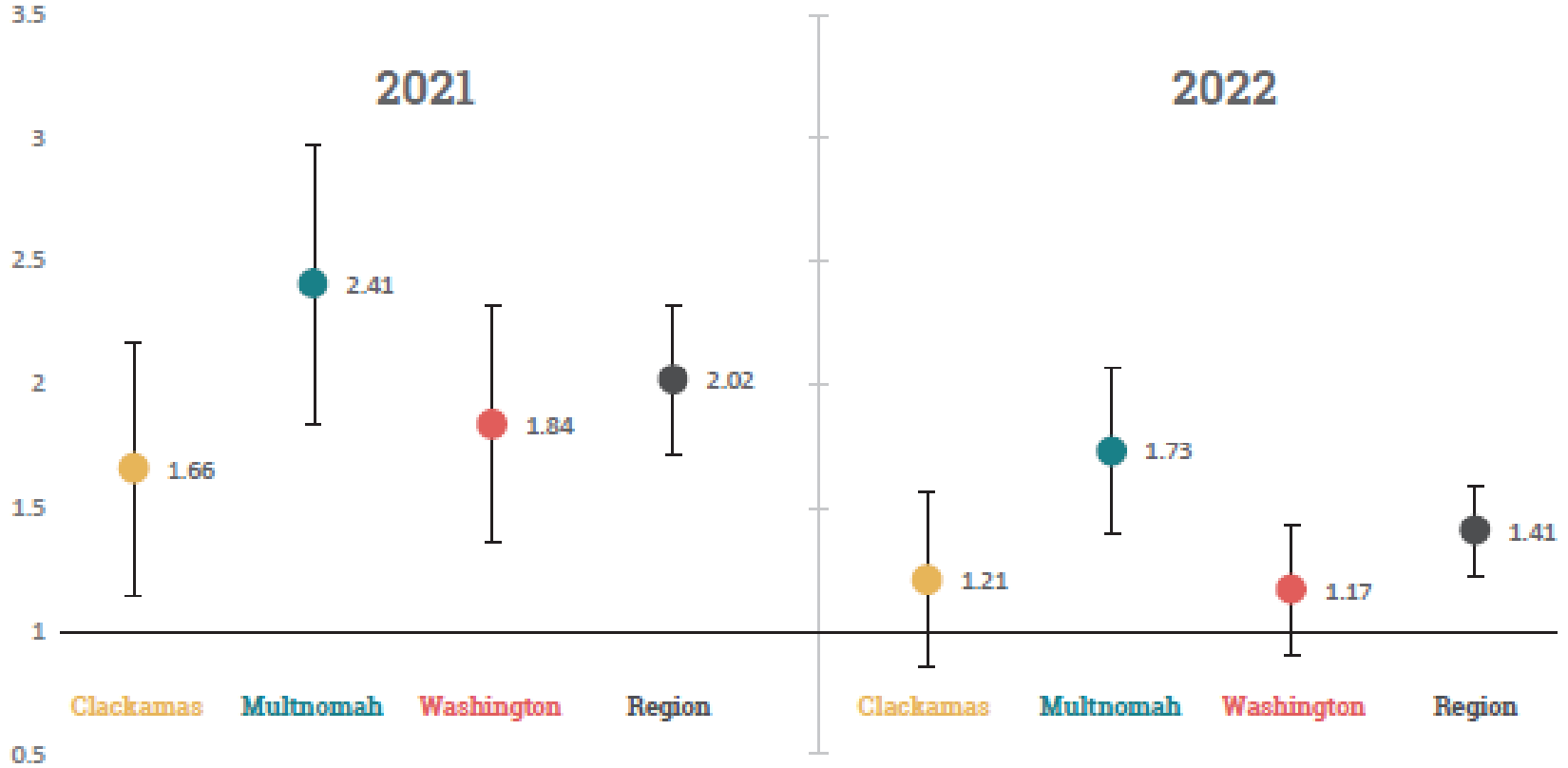
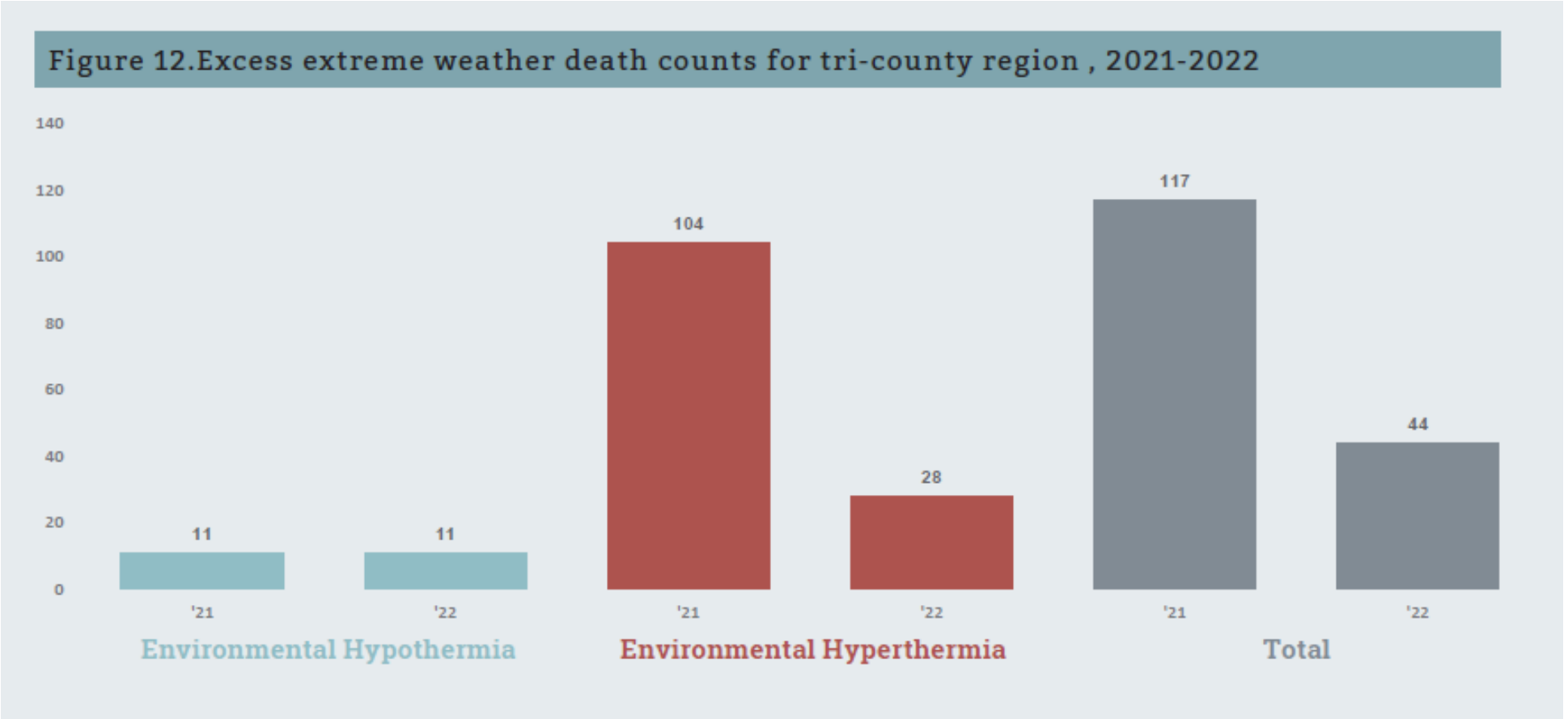


Figure 4. Risk of heat-related illness ED visits among all ED visits compared to 2016-2019



Data Observations

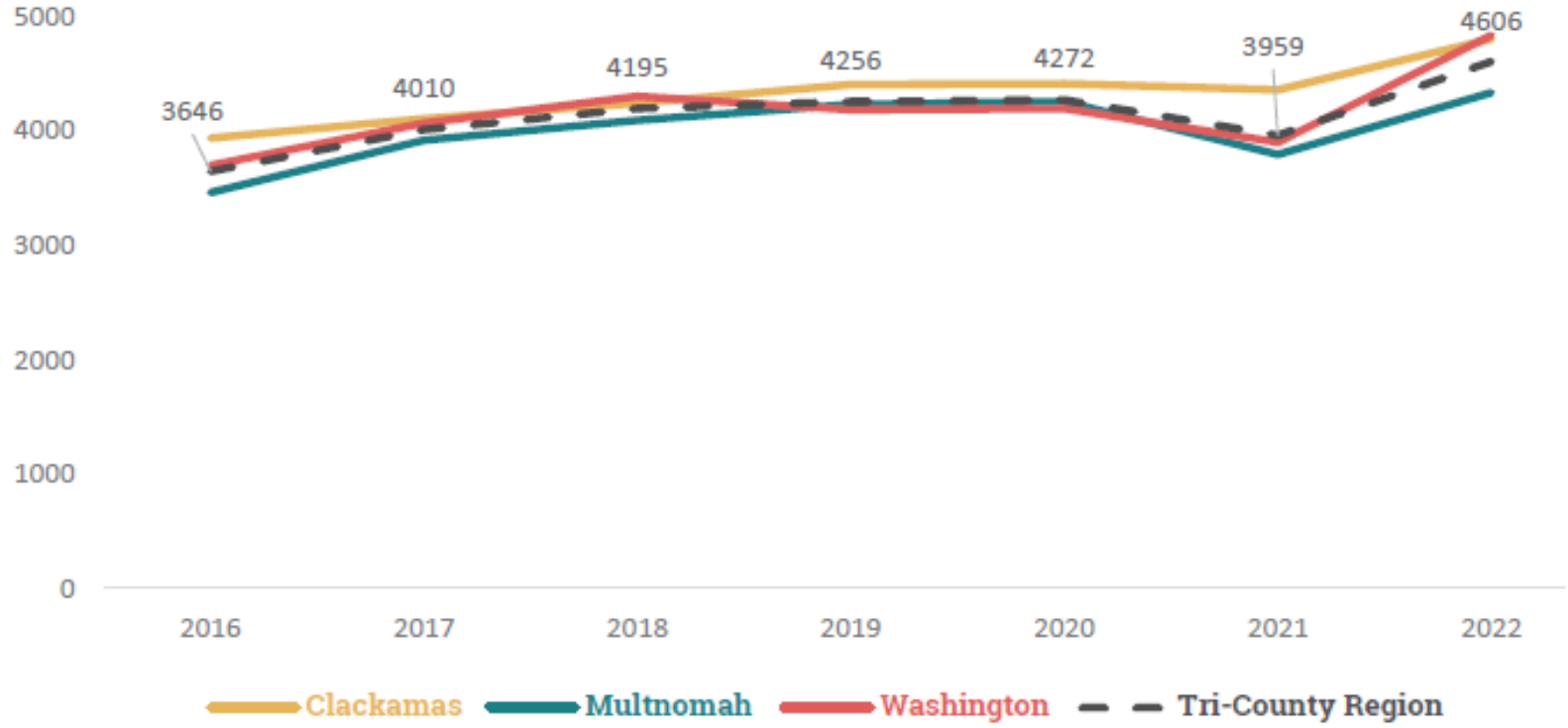




Data Observations



Figure 14. Air quality-related respiratory illnes rates per 100,000 persons, May-Sept, 2016-2022



Data Observations



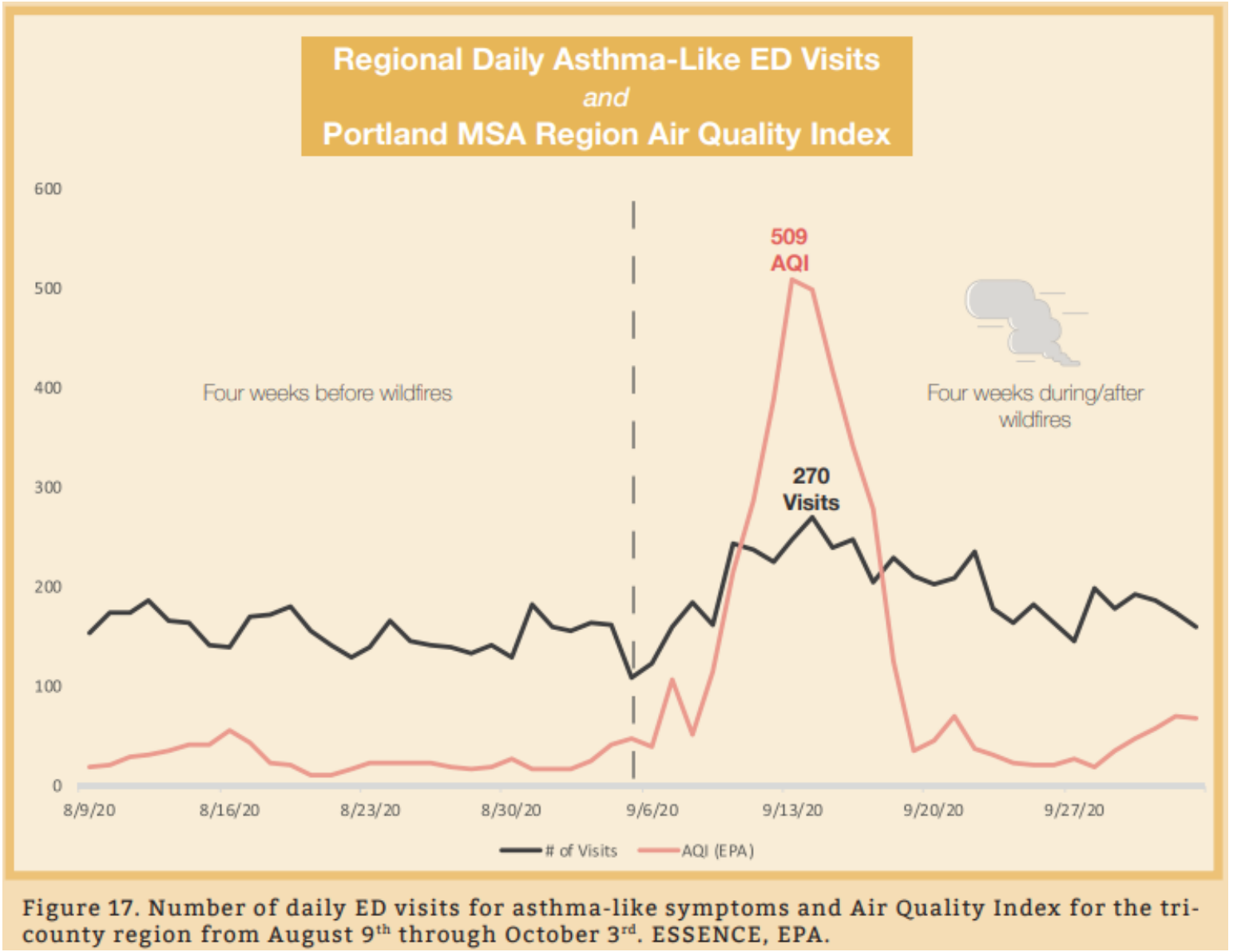


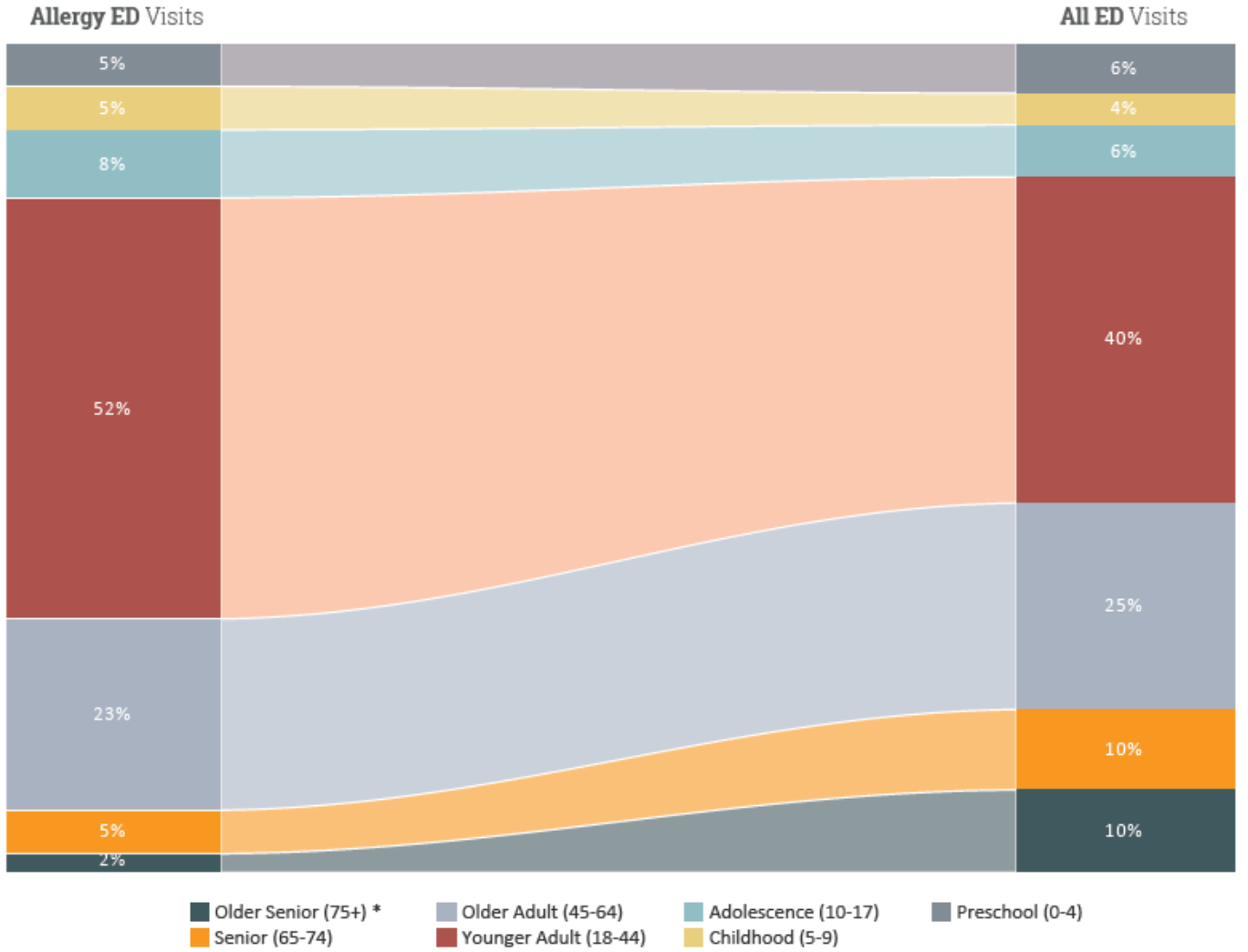
Figure 17. Number of daily ED visits for asthma-like symptoms and Air Quality Index for the tri-county region from August 9th through October 3rd. ESSENCE, EPA.

Data Observations



Figure 20. Distribution of pollen allergy-related and all emergency department and urgent care visits by age group, 2016-2022





Mental Health and Climate Change

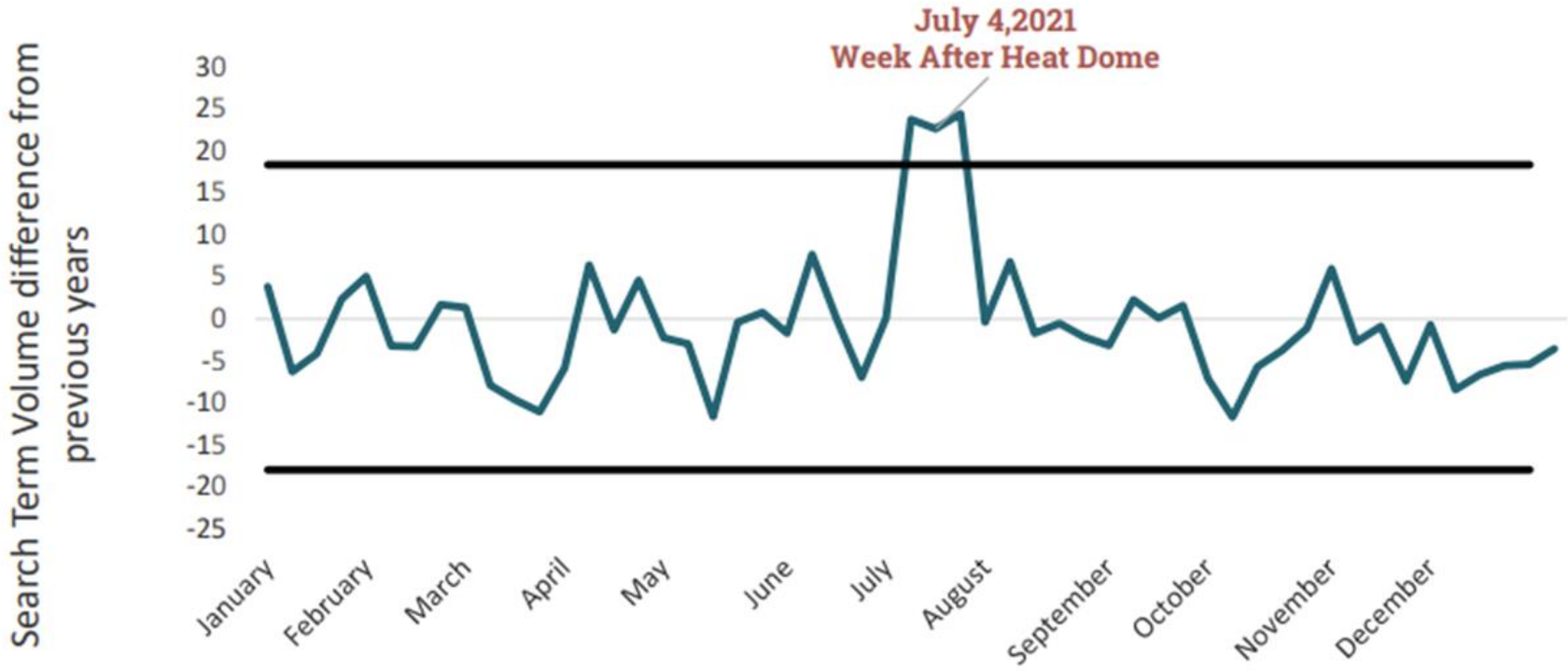
Different types and lengths of climate change events can create a range of mental health impacts:

- **Short and acute events** that last a few hours to a few weeks like heatwaves, extreme storms, or wildfires
- **Long periods of extended climate change events** like drought or recovery periods from acute events
- **Ongoing direct or indirect exposure** to the hazards of climate change like rising temperatures, rising sea levels, and other global and regional threats

Data Observations



Figure 32. Google anomalies for “anxiety + anxious + panic + fear” in 2021



Dark black lines indicate daily search volumes with statistically significant differences from previous years

Data Observations



Themes from community responder interviews

Access to mental health services

Systemic trauma

Compounding factors

Special populations and vulnerabilities

Government mistrust

Resilience and community connection

Well-being of providers and responders

2023 Report Key Takeaways

- During the summer of 2021, 94 people died from heat. In a typical year the region would expect one heat death.
- ED visits for heat illness more than doubled in summer 2021 and were 40% higher than expected in 2022.
- More people visit the emergency department for air quality-related respiratory illness than for any other health indicators in the report.
- On mental health impacts, the most prominent theme identified was the lack of mental health providers and services. Responders said that extreme weather events compounded trauma from the pandemic, historic inequities, and racism.

How is Washington County public health using the report?

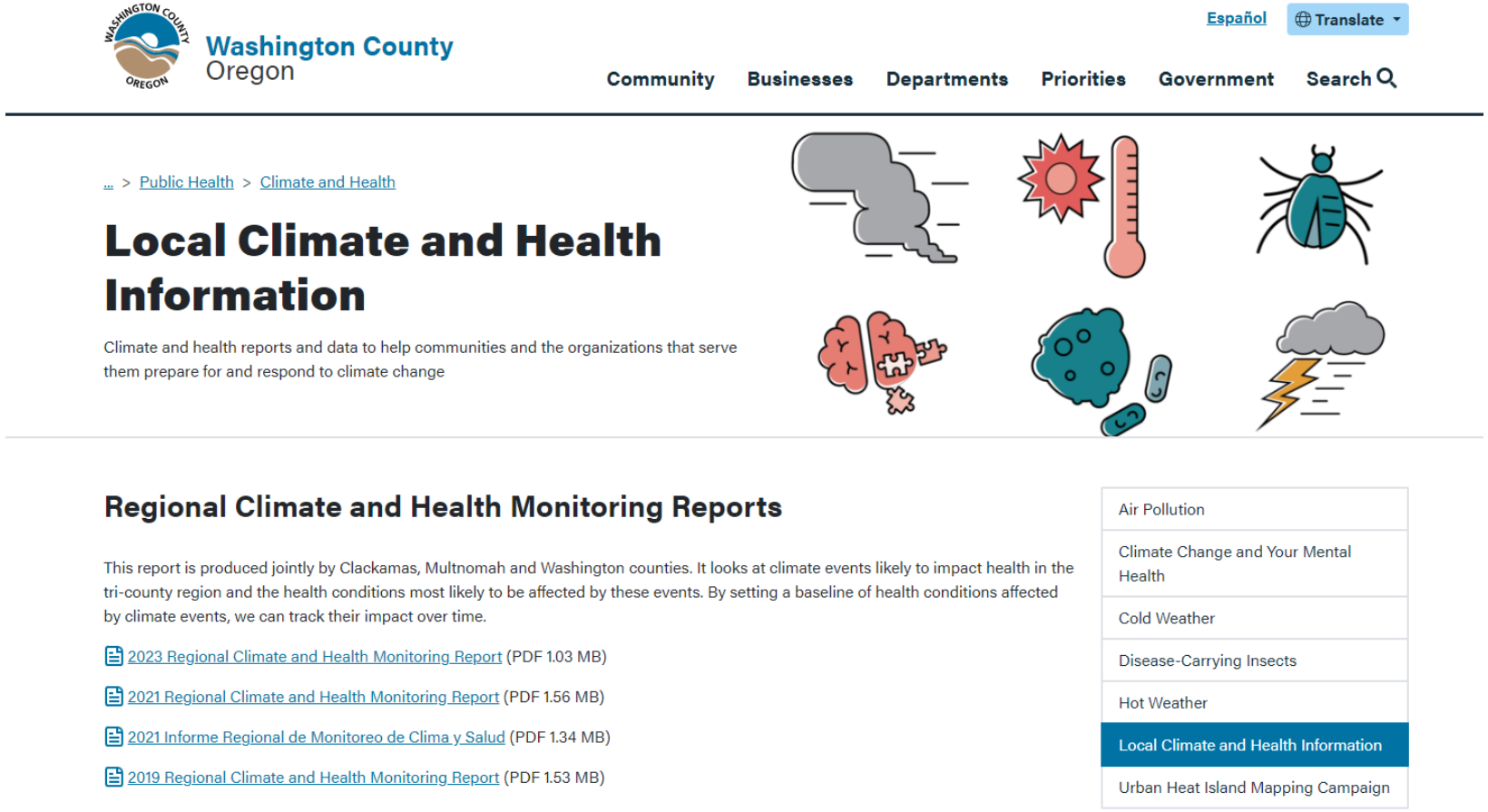
- Report data was used to present to House Health Care Committee in early 2020 on the health impacts of cliamte change
- The report helped secure investments from regional CCOs into climate and health work at the three local health departments
- It will be our ongoing reporting for state adopted health indicators for environmental health (extreme heat and air quality)
- It will inform and help us priortize climate adaptation strategies within the County's climate adaptation plan

How can the City of Tigard use the report?

- Grant proposals and funding justifications

- Prioritizing investments for adaptation and mitigation strategies
  - Weatherization assistance programs
  - Energy efficient heating and cooling and retrofitting exisitng affordable housing
  - Local ordinances that protect large trees, increase street trees, and create parking lot shade
  - Resourcing community-based organizations who support culturally specific and low-income communities

Where to Find the Reports



https://www.washingtoncountyor.gov/public-health/local-climate-and-health-information

Questions?

Thank you!

Kathleen Johnson, MPH

Community Environmental Health Sr. Program Coordinator

Washington County Public Health

Kathleen_johnson@washingtoncountyor.gov

AIS-5454 **7.**

Business Meeting

Meeting Date: 04/02/2024

Length (in minutes): 5 Minutes

Agenda Title: Amending Tigard Municipal Code Chapter 7.84 Regarding Firework Prohibition

Authored By: Shelby Rihala

Presented By: City Attorney Rihala

Item Type: Motion Requested
Ordinance
Public Hearing - Legislative

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Following multiple City Council discussions, this ordinance proposes removing the prohibition on buying, selling, or using fireworks in Tigard during times in which the National Weather Service has declared a red flag warning.

ACTION REQUESTED

Based on previous Council direction, staff recommends approval of the ordinance.

BACKGROUND INFORMATION

The Tigard City Council adopted Ordinance 22-05 on May 24, 2022, which included a provision banning the sale or use of all fireworks during times in which the National Weather Service has issued a "red flag warning" for the City. Though the ordinance was intended to be responsive to conditions of high fire danger and provide an objective trigger for the banning of fireworks, the implementation of this ordinance provided incredibly difficult when a red flag warning was declared in the late evening of July 3rd/early morning of July 4th, 2023.

Based on community concerns and enforcement realities, the Council discussed that any regulation needed to be clear and consistent. One option discussed was a complete ban on both legal and illegal fireworks in the City, but this action was not supported by a community survey and presented challenges in enforcement. The Council therefore recommended removing the red flag prohibition and leaving the rest of the City's existing fireworks ordinance in place. Tigard Police Department will focus on education and increasing awareness of firework regulations to gain compliance.

Firework regulations were discussed July 25, 2023 and February 6, 2024.

ALTERNATIVES & RECOMMENDATION

Council could direct staff to consider additional regulations on fireworks.

ADDITIONAL RESOURCES

Attachments

Ordinance

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 24-

AN ORDINANCE RELATING TO THE REGULATION OF FIREWORKS WITHIN THE CITY OF TIGARD

WHEREAS, the Tigard City Council has authority to exercise police powers within the City, including through the regulation of fireworks; and

WHEREAS, the Tigard City Council adopted Ordinance 22-05 on May 24, 2022, which included a provision banning the sale or use of all fireworks during times in which the National Weather Service has issued a "red flag warning" for the City; and

WHEREAS, the implementation of the red flag prohibition in 2023 proved challenging and ineffective for both the City and the community; and

WHEREAS, after subsequent discussions with the City Council, including consideration of a community survey, Council directed to remove the red flag warning prohibition from the City's fireworks regulations.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Chapter 7.84 of the Tigard Municipal Code is amended to read as follows (new text in underline, deleted text in ~~strikethrough~~):

~~7.84.030 Temporary Prohibitions During Extreme Fire Danger~~

~~A. During times in which the City of Tigard is subject to a red flag warning, no person may sell, or offer for sale, expose for sale, use, explode or have exploded any fireworks within the City of Tigard, or allow such conduct to occur.~~

~~B. A person commits the offense of allowing conduct under subsection A of this section to occur if the person authorizes or permits such conduct. A rebuttable presumption exists that the person who owns or controls the real property on which the conduct occurs has authorized or permitted the conduct if that person is on the property at the time of such conduct.~~

~~C. Subsection A does not apply to persons authorized by a permit from the State Fire Marshal pursuant to ORS 480.130.~~

~~D. Violation of this section is punishable by a presumptive fine of $1,000, not to exceed $1,500.~~

SECTION 2: This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED: By _____ vote of all council members present after being read by number and title only, this _____ day of _____, 2024.

_____
Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2024.

_____
Heidi Lueb, Mayor

Approved as to form:

_____
City Attorney

_____
Date