



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL *Revised 2/18/2016: Agenda Item No. 6 Consider Intergovernmental Agreement with Metro for Tigard Triangle Grant Award was moved to the Consent Agenda. The Agenda was reordered and Agenda Item No. 6 Consider Annexation Incentives Resolution has been revised.*

MEETING DATE AND TIME: February 23, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are *estimated*; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. *Business agenda items can be heard in any order after 7:30 p.m.*

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-718-2419, (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also 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: 503-718-2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVE VIDEO STREAMING ONLINE:

<http://live.tigard-or.gov>

CABLE VIEWERS: The regular City Council meeting is shown live on Channel 28 at 7:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

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



City of Tigard

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6:30 PM

- **STUDY SESSION**

- **EXECUTIVE SESSION:** The Tigard City Council will go into Executive Session to discuss exempt public records, under ORS 192.660(2) (f). 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. **6:30 p.m.estimated time**

B. COUNCIL LIAISON REPORTS **6:40 estimated time**

C. RECEIVE UPDATE ON METRO IGA FOR DOWNTOWN GRANT AWARD **6:55 p.m. estimated time**

7:30 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. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

A. Follow-up to Previous Citizen Communication

B. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to: **7:35 p.m. estimated time**
 - A. CONSIDERATION OF AN IGA WITH METRO FOR THE FRIENDS OF BULL MOUNTAIN PARK IMPROVEMENTS
 - B. CONSIDER INTERGOVERNMENTAL AGREEMENT WITH METRO FOR TIGARD TRIANGLE GRANT AWARD **7:55 p.m. estimated time**
- *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/City Center Development Agency has voted on those items which do not need discussion.*
4. APPROVE LIBRARY BOARD APPOINTMENT OF ALTERNATE MEMBER TO VOTING MEMBER **7:40 p.m. estimated time**
5. DISCUSSION OF UPCOMING CONTRACTS - 95TH AND NORTH DAKOTA SIDEWALK INFILL **7:45 p.m. estimated time**
6. CONSIDER ANNEXATION INCENTIVES RESOLUTION **7:55 p.m. estimated time**
7. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT STATUS DISCUSSION **8:05 p.m. estimated time**
8. NON AGENDA ITEMS
9. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. 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.
10. ADJOURNMENT **8:35 p.m. estimated time**

AIS-2505

C.

Business Meeting

Meeting Date: 02/23/2016

Length (in minutes): 10 Minutes

Agenda Title: Metro IGA for Downtown Grant Award

Submitted By: Sean Farrelly, Community Development

Item Type: Update, Discussion, Direct Staff
Meeting Type: Council Business Mtg - Study Sess.

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Should the city enter into an Intergovernmental Agreement (IGA) with Metro for \$100,000 in Community Planning and Development Grant (CPDG) funds for the purpose of completing the Downtown Tigard Urban Lofts Development project?

STAFF RECOMMENDATION / ACTION REQUEST

This briefing is for informational purposes only. Staff recommends that Council consider entering into the attached IGA with Metro at their March 1, 2016 business meeting.

KEY FACTS AND INFORMATION SUMMARY

On May 26, 2015 Council approved the submittal of a Community Planning and Development Grant (CPDG) application for \$100,000 to do pre-development feasibility work for a mixed use/housing development on two downtown sites: a 0.45 acre privately owned site fronting Main Street (the “Nicoli site”) and the 0.81 acre site that is currently the Tigard Transit Center. The work will be similar to the work funded by the CPDG that jump started the Ash/Burnham mixed use project.

The three major pieces of the project are:

1. A plan for the reconfiguration of the Tigard Transit Center. The location of the HCT station, currently being studied in the SW Corridor Plan, will likely cause the need to rethink the form and the function of the existing transit center. Ideas to be explored are relocating the bus stops on to the street, reducing the footprint of the center, or building a housing or

office structure over the center. Plan objectives would include improving transit run times, accommodating bus layovers, providing a TriMet driver restroom, and preserving on-street parking opportunities.

2. A concept plan for mixed-use transit oriented urban-style loft development of two sites. Three scenarios are contemplated:

- Redevelopment of just the Nicoli site (and possibly a small piece of the Transit Center)
- Complete redevelopment of both sites - assuming the SW Corridor HCT project moves forward with a station in Downtown
- Complete redevelopment of both sites- assuming no SW Corridor station, but with the Transit Center functions reconfigured on to the street; or a building that incorporates (builds over) the Transit Center

3. Definition of the Urban Renewal District's role and financial commitments to the project.

TriMet supports the study and will work closely with the city on the Transit Center reconfiguration plan. TriMet has stated that a primary objective is that transit operations not be negatively impacted.

The application proposed \$107,559 in match, with all but \$10,000 in-kind. The in-kind match may be able to be leveraged from the city's EPA Brownfields Assessment grant, pending an EPA determination on whether the two sites are eligible for funding for environmental site assessments.

The deliverables and milestones are described in Exhibit A of the IGA which is attached. These grant-funded deliverables will be developed with the assistance of a consultant team. Once the IGA is signed, a more detailed scope of work will be developed and a request for proposals will be publicized.

OTHER ALTERNATIVES

Council may choose not to enter into this IGA with Metro, which would result in the Downtown Tigard Urban Lofts Development project not moving forward.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Tigard City Council 2015-17 Goals and Milestones

Goal #2. Make Downtown Tigard a Place Where People Want to Be

Tigard Comprehensive Plan

Special Planning Areas - Downtown

Goal 15.2 Facilitate the development of an urban village.

Tigard Strategic Plan

Goal 2: Ensure development advances the vision

City Center Urban Renewal Plan

Goal 5: Promote high quality development of retail, office and residential uses that support and are supported by public streetscape, transportation, recreation, and open space investments

Tigard Downtown Improvement Plan

Downtown Housing Development Catalyst Project

DATES OF PREVIOUS CONSIDERATION

May 26, 2015 Approval of resolution to apply for CPDG grant

Fiscal Impact

Cost: 207,559

Budgeted (yes or no): partial

Where Budgeted (department/program): Community Development

Additional Fiscal Notes:

The \$97, 559 in staff time match is budgeted in the Community Development Department. If the \$10,000 city funds match is required, it will be funded by the FY 16-17 CCDA budget request. The city/CCDA budget will be amended to reflect the \$100,000 grant award.

Attachments

IGA

Exhibit A Deliverables and Milestones

Exhibit B: Grant Application

**CONSTRUCTION EXCISE TAX GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Tigard
Downtown Tigard Urban Lofts Development Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Tigard (“City”), located at 13125 SW Hall Boulevard, Tigard Oregon, 97223, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax (“CET Collection IGAs”) entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a CET Grant Request (“Grant Request”) for the Downtown Tigard Urban Lofts Development Project (“Project”); and

WHEREAS Metro has agreed to provide the City CET Grant funding for the Project in the amount of \$100,000, subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the City for the Project as described in the City’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein, subject to the terms and conditions in this Agreement.
2. City Responsibilities. The City shall perform the Project described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 15-4640. The City shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the City shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the City shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the City’s invoice and supporting documents, and

subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

City of Tigard
Finance Department
Attention: Linda Compton
13125 SW Hall Blvd.
Tigard, OR 97223

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the City as of the effective date of the court order. In such case the City shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

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

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all City records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the City and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

7. Term. This Agreement shall be effective on the date it is executed by both parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

8. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

9. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the City.

10. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the City or Metro, respectively.

Metro

City of Tigard

By: _____
Martha Bennett

By: _____
Martha Wine

Title: Metro Chief Operating Officer

Title: City Manager

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Alison R. Kean

By: _____

Title: Metro Attorney

Title: City Attorney

Date: _____

Date: _____

Attachments:

Exhibit A – Milestones and Deliverables Schedule

Exhibit B – City’s Grant Request

DRAFT

Revised February 4, 2016

Exhibit A

IGA for Community Planning and Development Grants funded with CET City of Tigard/City Center Development Agency- Downtown Tigard Urban Lofts Development Milestone and Deliverables Schedule for Release of Funds

Milestone	Deliverable	Date Due*	Grant Payment
1	Execution of CET Grant IGA. a) Signed IGA document	March 15, 2016	\$0
2	Retain Project Consultants and Finalize Scope of Work a) RFP and consultant selection b) Agreement and authorization c) Matching funding commitments provided to Metro d) Finalize scope of work including public engagement strategy e) Draft performance measures for evaluating project success	May 15, 2016	\$0
3	Transit Center Bus Function Reconfiguration a) Report Analyzing Bus Operations and Transportation Conditions b) Transit Center Bus Function Reconfiguration Plan c) Comments by City, TriMet and Metro on draft and final report d) Progress report including decision whether or not to proceed e) Public engagement per strategy	August 1, 2016	\$20,000
4	Pre-Development Feasibility for Main Street and Transit Center Sites a) Phase 1 and 2 Environmental Assessment Report for two sites ¹ b) Appraisal Reports for two sites c) Surveys for two sites d) Comments by City and Metro on reports	September 15, 2016	\$ 25,000
5	Development Program and Design Concepts a) Market Study b) Conceptual Design Plans and Planning Level Cost Estimates c) Public engagement per strategy	November 1, 2016	\$30,000

DRAFT

Revised February 4, 2016

	d) Comments by City and Metro on reports e) Midterm progress report		
6	Financial Analysis and Implementation Strategies a) Pro forma analysis b) Draft and Recommended Public/Private Financing Strategies c) Financial Analysis and Implementation Strategies Report d) Comments by City and Metro on reports	December 15, 2016	\$10,000
7	Developer Recruitment a) Work with TriMet and property owner to identify and solicit interest from qualified developers b) Developer Selection	March 1, 2017	\$5,000
8	City Center Development Agency Board Presentations a) City Center Advisory Commission presentation b) City Center Development Agency Board work session c) Preparation of final report with recommended strategies d) City Center Development Agency Board approval of final report e) Final progress report with performance measures and method for sharing best practices/lessons learned	September 30, 2017	\$10,000
TOTAL REIMBURSABLE AMOUNT			\$100,000

* Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.

¹The City of Tigard will work with the EPA to determine if the properties are eligible for the city's EPA Brownfields Assessment grant. If the properties are eligible for grant funding, the Phase I ESA's (and Phase II if necessary) will be paid for with the grant and this will be used as the city's cash match. If not, the city's cash match would be \$10,000 for this task.

NOTE: City of Tigard in-kind match: \$97,559
City of Tigard financial match \$10,000 (or the value of the Phase I and II environmental site assessments performed with EPA Brownfields Assessment grant funding.)
Total: \$107,559



Downtown Tigard Urban Lofts Development Project- Community Planning and Development Grant Application

June 1, 2015

PROJECT NARRATIVE

A. Project Description

This grant application is proposed by the City of Tigard/City Center Development Agency (CCDA, the City of Tigard's Urban Renewal Agency) with the support of TriMet. The Downtown Tigard Urban Lofts Development project is for pre-development feasibility assistance that will lead to:

- A concept plan for mixed-use transit oriented urban-style loft development of two sites: a 0.45 acre privately owned site fronting Main Street and the 0.81 acre site that is currently the Tigard Transit Center. The desired project would have a low on-site parking ratio.
- A plan for the reconfiguration of the Tigard Transit Center. The location of the HCT station, currently being studied in the SW Corridor Plan, will likely cause the need to rethink the form and the function of the existing transit center. Ideas to be explored are relocating the bus stops on to the street, reducing the footprint of the center, or building a housing or office structure over the center. Plan objectives would include improving transit run times, accommodating bus layovers, providing a TriMet driver restroom, and preserving on-street parking opportunities.
- Definition of the Urban Renewal District's role and financial commitments to the project.

Downtown Tigard Urban Lofts Development Work Scope

Task 1. Transit Center Bus Function Reconfiguration

The following tasks will be jointly undertaken by TriMet and the City of Tigard. The goal of this task is to establish the feasibility of relocating bus parking from the transit center site in order to make the site available for mixed use development.

1.1 Analyze Bus Operations and Transportation Conditions

- Analyze current and future bus operations at the Transit Center
- Analyze current and future vehicle, pedestrian and bicycle access and traffic patterns in the vicinity of the Transit Center
- Identify opportunities and constraints related to changing current Transit Center bus operations
Deliverable: Report Analyzing Bus Operations and Transportation Conditions

1.2 Develop Options for Bus Function Reconfiguration

- Develop 2-3 options for bus function reconfiguration
- Analyze options for bus operations
- Analyze options for overall transportation impacts and compatibility in the vicinity of the Transit Center
- Prepare cost estimates for each option
- Select a preferred option

1.3 Prepare Final Plans and Implementation Recommendations

- Refine preferred option
- Refine cost estimates
- Identify implementation roles and responsibilities
- Identify funding sources and responsibilities

1.4 Decision to Proceed

- Meet with property owners to establish development and financial goals
- Review reconfiguration plan and feasibility to consider redevelopment of combined sites
- Decision on whether to proceed with subsequent tasks

Milestone #1-Deliverable-Transit Center Bus Function Reconfiguration Plan; Decision to proceed.

Task 2. Pre-Development Feasibility for Main Street and Transit Center Sites

2.1 Environmental Investigations

- Conduct phase 1 and 2 assessments on two downtown sites.
- Project Team Meetings.

2.2 Appraisals and Land Surveys

- Conduct appraisals and surveys for 2 separate properties.
- Project Team Meetings.

Milestone #2-Deliverables: Phase 1 and 2 Environmental Assessment Report, Appraisal Reports and Surveys for two Downtown sites.

Task 3. Development Program and Design Concepts

3.1 Market Study

- Conduct market study for the combined properties. The scope for the market study is to identify value, preferred uses, unit size and mix, and anticipated rent and lease rates.
- Project Team Meetings.

Milestone #3-Deliverable: Market Study

3.2 Conceptual Design and Cost Estimates

- Develop conceptual site plans and massing diagrams for the combined sites. Based on the results of the market study, site plans and conceptual massing studies will be prepared. Design will be sufficient to identify building placement, unit sizes, parking arrangements, and construction types.
- Identify development code barriers to desired development types
- Prepare planning level cost estimates

Milestone #4-Deliverable: Design Plans and Cost Estimates

Task 4. Financial Analysis and Implementation Strategies

4.1 Pro-forma Analysis

- Prepare pro-forma analysis
- Project Team Meetings.
Deliverable: Pro-forma Analysis for Downtown site.

4.2 Public/Private Financing Strategies

- Evaluate private financing and identify financing gaps. Based on results from the pro-forma analysis, CCDA still will be responsible for evaluating results of the analysis, and identifying funding gaps as applicable. A financial consultant will assist the analysis.
- Evaluate public financing to address financing gaps.
- Develop recommended financing strategies. This task will be undertaken by CCDA staff and financing consultant. It is anticipated that a primary source of potential public investment will be urban renewal funds, and the CCDA board will be consulted throughout this task.
- Project Team Meetings.
Deliverable: Draft and Recommended Financing Strategies

Milestone #5-Financial Analysis and Implementation Strategies Report

Task 5. Developer Recruitment and Approvals

5.1 Developer Recruitment

- During Tasks 2 and 3, CCDA will work with TriMet and property owner to identify and solicit interest from qualified developers
- Select developer partner
- Project Team Meetings.
Deliverable: Developer Selection

5.2 CCDA Board Approvals

- Provide briefings to CCDA board on all project elements. CCDA staff will provide regular updates and hold worksessions throughout the project with the CCDA board and other city boards and commissions as needed.
- Review and approve of any urban renewal activities identified in the recommended financial strategy
- Project Team Meetings.

B. Project Site Description

The project addresses redevelopment opportunities for two Downtown Tigard sites, a 0.45 acre site known as the Nicoli Site which is privately owned, and the adjacent 0.81 Tigard Transit Center site owned by TriMet. Figure 1 shows an aerial photo of both sites, Figure 2 shows both sites and their location within the Urban Renewal District.

C. Project Background

The City of Tigard adopted a “Downtown Improvement Plan” and “Downtown Urban Renewal Plan” in 2005 to reflect the area’s designation as a Town Center in Metro’s 2040 Growth Concept, and plans for the Washington County Commuter Rail (WES) project with a station in Downtown Tigard. The plans call for a “vibrant and active urban village at the heart of the community” and provides a funding stream to implement planned improvements. Over the past 9 years, approximately \$25 million in public improvements have been completed in the urban renewal district including the commuter rail station and park & ride; Burnham Street and Ash Avenue streetscape improvement; intersection improvements at Pacific Highway/Main Street and Pacific Highway/Hall Blvd. Most recently, the MTIP-funded Main Street Green Street project was completed in the fall of 2014. The Agency has also worked with private sector partners to fund 18 façade improvement projects on Main Street.

The City of Tigard has been working with Metro, TriMet and other regional partners on the SW Corridor HCT Plan, which identified options for extending high capacity transit into Tigard. Figure 3 shows several alignment options. Each of these options serve the Tigard Transit Center site.

As a direct result of Metro Community Planning and Development Grant funding in the FY 13-14 cycle, the CCDA signed a Development and Disposition Agreement with Capstone Partners/ DIG Tigard to construct a \$26 million, 157 unit mixed use project on urban renewal agency-owned land. This project is expected to break ground in September of 2015.

The Downtown Tigard Transit Center Urban Lofts Development project will build and expand on a development opportunity study completed in 2010 jointly funded by Metro, the City of Tigard and TriMet. At that time the two sites: a privately owned site (the “Nicoli site”) and the Tigard Transit Center, owned by TriMet were studied separately. The report concluded that development on the Transit Center site was not feasible due to the low achievable rents, which were at that time determined to be \$1.05/ per square foot.

A more recent pro forma that was developed as the result of the Metro Community Planning and Development grant, found achievable rents to be significantly higher at \$1.61 per square foot, which indicates that the identified feasibility gap has narrowed. In addition the city has instituted a Vertical Housing Development Zone in downtown that improved ROI.

The grant project will include the following: property survey, conceptual design and evaluation of alternative construction types; pro-forma analysis; identification of financing gaps; identification of public investments/financing to overcome gaps; identification of development code barriers to desired development at this site; and a plan to reconfigure the bus functions of the transit center.

D. Evaluation Criteria

1) Expected Development Outcomes:

a. Opportunity sites with catalyst potential: The City of Tigard considers the opportunity sites, one publically owned and one privately owned, to have significant catalytic potential that will lead to additional private investments in Downtown Tigard. The project will identify conceptual designs and private investment objectives, and actions the CCDA can take to achieve public objectives, including the SW Corridor Plan, and result in a financially feasible development. The intent of the project is to demonstrate how desirable development types can be achieved in Downtown Tigard with a

public/private partnership. The project will also result in a plan to reconfigure the Transit Center to make redevelopment of the site possible.

b. Desired Outcomes: The desired outcome is a mixed use project that meets objectives of the SW Corridor Plan, and regional housing and local urban renewal goals that would break ground within 18-24 months of completing the grant funded work.

c. Level of community readiness and local commitment: The site is located in Downtown Tigard within the voter- approved urban renewal district. Appropriate land use entitlements are in place, and attracting mixed-use development projects such as those anticipated with this application, is a primary urban renewal objective. The site is also located within the city's Vertical Housing Development Zone.

1. Track record of successful implementation of community development projects and/or past CPDG plan implementation;

As the direct result of a Cycle 3 Community Planning and Development Grant, the CCDA entered in to disposition and development agreement for a \$26 million 157 unit mixed use project to be constructed on an agency owned downtown site. This project is planned to break ground in September 2015. The proposed grant funded work will build on the momentum of this public/private partnership.

2. Development sites of adequate scale to generate critical mass of activity;

The development study site is approximately 1.26 acres. Its location on Main Street and proximity to multiple transit modes means it is strongly likely to generate 18-hour neighborhood activity.

3. Existing and proposed transportation infrastructure to support future development;

The existing transit service of 8 TriMet lines, 3 Yamhill County Transit Area lines, and WES Commuter Rail support the construction of housing at this location. The prospective investment in the SW Corridor Plan HCT amplifies the development potential of this site and leverages downtown's existing transportation infrastructure. Phase I of the Main Street Green Street project recently upgraded sidewalks including safer pedestrian crossings. The second phase of the project (scheduled for FY 18-19) improves the frontage of this site. Recent and upcoming improvements to the Fanno Creek Trail 1/3 of a mile from this site also support development. Across the street from the site, Tigard's newest trail, the Tigard Street Trail connects this location to adjacent neighborhoods and nearby parks.

4. Existing urban form providing strong redevelopment opportunities;

Downtown Tigard has a strong traditional walkable retail district. Nearby Main Street there are several larger underdeveloped sites with low intensity uses that are potential candidates for subsequent redevelopment.

5. Sound relationship to adjacent residential and employment areas;

The creation of a walkable urban center with access to new public spaces would benefit Tigard's residential areas as well as be an attractive amenity to attract additional employment. More than 200 firms are located within walking distance of this site.

6. Compelling vision and long-term prospects.

The city and development agency has worked with its citizens to develop a vision of downtown Tigard as a walkable urban village. There have been significant recent investments by downtown

business and property owners in addition to the aforementioned \$26 million mixed use project that demonstrate the desired development types are financially feasible.

2) Regional Significance:

a. People live and work in vibrant communities where their everyday needs are easily accessible;
Downtown Tigard is envisioned as a “vibrant and active urban village at the heart of the community.” Recent public investments in downtown made by the CCDA include new streetscapes that include pedestrian and bicycle facilities, making it possible to walk to the WES station/Tigard Transit Center, parks and recreation opportunities along Fanno Creek, local employers and commercial services along Main Street from any location Downtown.

b. Current and future residents benefit from the region’s sustained economic competitiveness and prosperity;

This grant project will define how a public/private partnership can stimulate new mixed-use residential developments Downtown, a necessary component of a prosperous community. The project also shows how private investments can take advantage of the public investments already made in the town center area. The project will also support future HCT investments envisioned in the SW Corridor Plan.

c. People have safe and reliable transportation choices that enhance their quality of life;

The site is highly transit friendly, directly adjacent to the WES Commuter Rail Station, transit center and proposed HCT station. Recent improvements to Main Street have improved its walkability, including safer pedestrian crossings. The site is also near the regional Fanno Creek Trail, and the Tigard Street Trail. The feasibility for apartments with greatly reduced on-site parking requirements will be investigated.

d. The region is a leader in minimizing contributions to climate change;

The project integrates housing into transit planning, decreasing the reliance on SOVs, which will lead to reduced greenhouse gasses.

e. Current and future generations enjoy clean air, clean water and healthy ecosystems;

The project integrates housing into transit planning, increasing the usage of transit, bicycle and walking modes, which will result in reducing greenhouse gasses, air and water pollution; and preserving existing open space.

f. The benefits and burdens of growth and change are distributed equitably.

Currently 92% of Tigard employees commute from outside the city. Many of these jobs are lower paying retail and service jobs, and require SOV travel, with the accompanying expenses. Redevelopment at this site provides for new housing opportunities in a location highly convenient for commuting by transit.

3) and 4) Location: Both catalytic sites are located within the Tigard Town Center, urban renewal district, and the Vertical Housing Development Zone. Downtown Tigard was also identified as a potential station community in the High Capacity Transit Land Use Plan, and is the SW Corridor HCT terminus location. The site is also located on a 2035 Growth Concept main street.

In 2009-10 Tigard updated its comprehensive plan and development code for the downtown district. It instituted mixed use zoning with design standards requiring new development to be pedestrian oriented and reduced minimum parking requirements.

5) Best Practices Model: This project demonstrates how public/private partnerships can develop mixed-use residential projects that meet design, density and use requirements in town centers. The primary benefit of this project is to establish the financial feasibility for very urban style project with lower on-site parking ratios in Downtown Tigard. To the extent that similar conditions exist in other town centers, the project will demonstrate best practices that can be utilized in other locations.

6) Leverage: This planning grant will leverage additional investments by CCDA, which is currently authorized to invest \$22 million over 20 years in urban renewal projects. The \$1.2 million Phase II of the Main Street green street project is in the city's capital improvement plan will improve the frontage of this site. It will also leverage the potential \$1 billion the region will invest in the SW Corridor Plan. The project may also be able to leverage the city's Brownfield grant funding to perform environmental assessments on the properties.

7) Matching Fund/Potential: It is estimated that the total project will require approximately \$180,000 with the grant funding 56 percent of the total cost. CCDA will provide a 6% funding match (\$10,000) for the project. City staff costs, amounting to 39 percent of the total project costs, will be born by the City.

8) Growth absorption: Based on estimates in Appendices B and C of the CPDG Application Handbook, between 2010 and 2035 Tigard is expected to absorb and additional 4,245 multi-family units and 17,063 jobs. The proposed mixed use project would help make progress towards these goals.

9) Public Involvement: The City Center Advisory Commission is an appointed group representing Downtown property and businesses owners, residents and the general public. The Commission will be involved in all aspects of the project and will make recommendations to the CCDA Board.

10) Governing body: The CCDA Board (City Council) will have final approval over the use of any urban renewal funds to support the development of the project.

11) Capacity of applicant: The desired consultant team includes an architecture firm with transit oriented development experience, a real estate advisor, and an engineer who specializes in transit planning. CCDA and City staffs are experienced with forming successful public/private partnerships and delivering development projects. TriMet staff has extensive experience with transit operations.

E. Collaborations

The public partners that have agreed to participate in this project are the City of Tigard, the CCDA and TriMet. CCDA will participate financially in this project. TriMet will participate in the Transit Center reconfiguration planning.

F. Proposed Milestones and Deliverables

The detailed work program found in Section A of this grant application indicates task deliverables and the following five milestones:

Milestone #1-Deliverable-Transit Center Bus Function Reconfiguration Plan; Decision to Proceed

Milestone #2-Deliverables: Phase 1 and 2 Environmental Assessment Report, Appraisal Reports and Surveys

Milestone #3-Deliverable: Market Study

Milestone #4-Deliverable: Design Plans and Cost Estimates

Milestone #5-Financial Analysis and Implementation Strategies Report

The City staff will be available to describe lessons learned from this project at a time and format that is most convenient to Metro.

G. Project Management

The project manager for the Downtown Tigard Urban Lofts Development Projects is Sean Farrelly, Downtown Redevelopment Manager. sean@tigard-or.gov, 503-718-2420. Mr. Farrelly works under the direct supervision of Kenny Asher, Community Development Director. Both Sean and Kenny will be involved in all work tasks.

Sean has been the City of Tigard's Redevelopment Project Manager since 2010 managing all aspects of the downtown urban renewal program. Projects he has managed include: Downtown Code Amendments; Downtown Future Vision; Downtown Connectivity Plan; Pacific Highway Vision; Façade Improvement Program; Numerous Development Opportunity Studies; and the HCT Land Use Plan (asst. project manager). Sean also managed the CET funded Downtown Mixed Use Development Project and currently manages the city's brownfield program.

BUDGET DOCUMENTS

Budget Narrative

A detailed task by task budget is shown on a spreadsheet that is included with this application and summarized in the budget forms provided by Metro. The overall work plan for the entire project is summarized below. Costs for the full project will be shared by the CCDA and the Community Planning and Development (CPD) Grant. Consultant deliverables for tasks 1, 2, 3 and 4 are proposed to be funded by the CPD Grant of \$100,000, and completion of each task deliverable is proposed as a project milestone for purposes of the CPD Grant. The CCDA will commit \$10,000 for consulting work for task 2.2. All staff costs will be the responsibility of the City of Tigard and TriMet. It is anticipated that all deliverables, regardless of funding source, will be solely owned by the City of Tigard.

Downtown Tigard Urban Lofts Development Work Scope

Task 1. Transit Center Bus Function Reconfiguration

The following tasks will be jointly undertaken by TriMet and the City of Tigard.

1.1 Analyze Bus Operations and Transportation Conditions

- Analyze current and future bus operations at the Transit Center
- Analyze current and future vehicle, pedestrian and bicycle access and traffic patterns in the vicinity of the Transit Center
- Identify opportunities and constraints related to changing current Transit Center bus operations
Deliverable: Report Analyzing Bus Operations and Transportation Conditions

1.2 Develop Options for Bus Function Reconfiguration

- Develop 2-3 options for bus function reconfiguration
- Analyze options for bus operations

- Analyze options for overall transportation impacts and compatibility in the vicinity of the Transit Center
- Prepare cost estimates for each option
- Select a preferred option

1.3 Prepare Final Plans and Implementation Recommendations

- Refine preferred option
- Refine cost estimates
- Identify implementation roles and responsibilities
- Identify funding sources and responsibilities

1.4 Decision to Proceed

- Meet with property owners to establish development and financial goals
- Review reconfiguration plan and feasibility to consider redevelopment of combined sites
- Decision on whether to proceed with subsequent tasks

Milestone #1-Deliverable-Transit Center Bus Function Reconfiguration Plan; Decision to Proceed

Task 2. Pre-Development Feasibility for Main Street and Transit Center Sites

2.1 Environmental Investigations

- Conduct phase 1 and 2 assessments on two downtown sites.
- Project Team Meetings.

2.2 Appraisals and Land Surveys

- Conduct appraisals and surveys for 2 separate properties.
- Project Team Meetings.

Milestone #2-Deliverables: Phase 1 and 2 Environmental Assessment Report, Appraisal Reports and Surveys for two Downtown sites.

Task 3. Development Program and Design Concepts

3.1 Market Study

- Conduct market study for the combined properties. The scope for the market study is to identify value, preferred uses, unit size and mix, and anticipated rent and lease rates.
- Project Team Meetings.

Milestone #3-Deliverable: Market Study

3.2 Conceptual Design and Cost Estimates

- Develop conceptual site plans and massing diagrams for the combined sites. Based on the results of the market study, site plans and conceptual massing studies will be prepared. Design will be sufficient to identify building placement, unit sizes, parking arrangements, and construction types.
- Identify development code barriers to desired development types

- Prepare planning level cost estimates

Milestone #4-Deliverable: Design Plans and Cost Estimates

Task 4. Financial Analysis and Implementation Strategies

4.1 Pro-forma Analysis

- Prepare pro-forma analysis
- Project Team Meetings.

Deliverable: Pro-forma Analysis for Downtown site.

4.2 Public/Private Financing Strategies

- Evaluate private financing and identify financing gaps. Based on results from the pro-forma analysis, CCDA still will be responsible for evaluating results of the analysis, and identifying funding gaps as applicable. A financial consultant will assist the analysis.
- Evaluate public financing to address financing gaps.
- Develop recommended financing strategies. This task will be undertaken by CCDA staff and financing consultant. It is anticipated that a primary source of potential public investment will be urban renewal funds, and the CCDA board will be consulted throughout this task.
- Project Team Meetings.

Deliverable: Draft and Recommended Financing Strategies

Milestone #5-Financial Analysis and Implementation Strategies Report

Task 5. Developer Recruitment and Approvals

5.1 Developer Recruitment

- During Tasks 2 and 3, CCDA will work with TriMet and property owner to identify and solicit interest from qualified developers
- Select developer partner
- Project Team Meetings.

Deliverable: Developer Selection

5.2 CCDA Board Approvals

- Provide briefings to CCDA board on all project elements. CCDA staff will provide regular updates and hold worksession throughout the project with the CCDA board and other city boards and commissions as needed.
- Review and approve of any urban renewal activities identified in the recommended financial strategy
- Project Team Meetings.

Line Item Budget, Commitment and Matching Funds

Table 1 below summarizes the project task budget for CCDA and TriMet staff, consultant work paid for by the CCDA and Community Planning and Development Grant, and total task budget. This table is a line-item summary of the more detailed budget spreadsheet included with this application.

The CCDA commits the staff resources as indicated in the table and attached spreadsheet totaling approximately \$74,000. Consulting expenses by CCDA of \$10,000 are included in the 2015-16 CCDA budget. TriMet commits staff support totaling approximately \$24,000 to this project as indicated in their letter of support. The grant request is for a total of \$100,000, which represents less than half of the total budget.

Table 1- Downtown Tigard Urban Lofts Development Project-Budget Summary

Tasks	Staff Budget	Consultant Budget		Totals
		CCDA	CPD Grant	
1.1 Analyze Bus Operations & Conditions	\$8,819		\$5,500	\$14,319
1.2 Develop Bus Options	\$12,554		\$9,000	\$21,554
1.3 Prepare Plans & Recommendations	\$8,881		\$5,500	\$14,381
1.4 Decision to Proceed	\$5,695			\$5,695
2.1 Environmental Investigations	\$3,756		\$25,000	\$28,765
2.2 Appraisals and Land Surveys	\$2,875	\$10,000		\$12,875
3.1 Market Study	\$4,866		\$15,000	\$19,866
3.2 Conceptual Design and Cost Estimates	\$12,646		\$20,000	\$32,646
4.1 Pro-forma Analysis	\$4,832		\$10,000	\$14,832
4.2 Public/Private Financing Strategies	\$17,142		\$10,000	\$27,142
5.1 Developer Recruitment	\$9,060			\$9,060
5.2 CCDA Board Approvals	\$6,432			\$6,432
Totals	\$97,559	\$10,000	\$100,000	\$207,559

APPENDICIES AND FORMS

Attached to this grant application are:

Figure 1- Downtown Tigard Transit Center Urban Lofts Development Project-Location

Figure 2- Downtown Tigard Transit Center Urban Lofts Development - Urban Renewal District and Project Location

Figure 3- SW Corridor HCT Options in Downtown Tigard

Downtown Tigard Urban Lofts Development Projects Budget Spreadsheet

Budget Form

Match Form

Tigard City Council Resolution 15-18 approving Community Planning and Development grant application

Letter of Support and Commitment:

1. Dave Unsworth, TriMet
2. Dave Nicoli, owner of 12260 SW Main Street
3. Steve DeAngelo, President of Tigard Downtown Alliance
4. Carine Arendes, Chair of City Center Advisory Commission

AIS-2495

3. A.

Business Meeting

Meeting Date: 02/23/2016

Length (in minutes): Consent Item

Agenda Title: Consideration of an IGA with Metro for the Friends of Bull Mountain Park Improvements

Prepared For: Steve Martin **Submitted By:** Steve Martin, Public Works

Item Type: Motion Requested **Meeting Type:** Consent Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall Council authorize the City Manager to sign an IGA with Metro that supports the Friends of Bull Mountain Park improvements and incorporates the improvements as City assets?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends Council approve the IGA.

KEY FACTS AND INFORMATION SUMMARY

Council was briefed on this pending agreement during a study session on January 26. The Friends of Bull Mountain Park (FBMP) have applied for, and have been awarded a Nature in Neighborhoods grant from Metro to build park facilities in Bull Mountain Park. The FBMP have incorporated as an entity with the State of Oregon and partnered with the Tualatin River Watershed Council, a non-profit, to receive funding that can serve as a match for that grant. The FBMP have signed an agreement with Metro that allows them to receive the funding if they follow Metro's guidelines.

Bull Mountain Park is a City of Tigard Park and this IGA between Tigard and Metro guarantees that if the new improvements are constructed to City standards that they will be accepted as City park assets and will be maintained by the City. Tigard will also agree to maintain any records of City assistance for six years.

A memo of understanding (MOU) will serve as a third agreement between the City and the

FBMP that will outline the responsibilities of both during and after the design and development of the park facilities. The MOU with the FBMP is also attached to this agenda item summary.

OTHER ALTERNATIVES

Council could choose to not authorize the signing of the IGA with Metro.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Because the Friends of Bull Mountain Park will be constructing park facilities with Metro grant funding, this agreement supports Council and Park and Recreation Advisory Board goals of finding alternative ways of funding park development.

DATES OF PREVIOUS CONSIDERATION

Council was briefed on this IGA at their January 26, 2016 study session.

Fiscal Impact

Cost: Unknown

Budgeted (yes or no): Yes

Where Budgeted (department/program): Park Utility

Additional Fiscal Notes:

The development of park amenities usually requires more park maintenance resources from the City. The FBMP acquired the funding to develop the amenities in this park. In addition, they and other neighbors have been providing a major part of the maintenance of this park since it was purchased. Staff anticipates that they will continue to provide a substantial part of the maintenance after they build the amenities in this park.

Attachments

BMP Tigard - Metro IGA

FBMP MOU

INTERGOVERNMENTAL AGREEMENT

Contract No. 933914

Natural Areas Bond Measure Capital Grants Component

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Tigard, located at 13125 SW Hall Blvd. Tigard, OR 97233 (the “Government Sponsor”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Friends of Bull Mountain Nature Park with Tualatin Watershed Council as fiscal sponsor (the “Grant Recipient”) to fund Bull Mountain Nature Park Improvements (the “Project”) in accordance with a grant agreement between Metro and the Grant Recipient, the form of which agreement is attached hereto as Exhibit A (the “Grant Agreement”);

WHEREAS, the Government Sponsor, a local government jurisdiction, is the owner of certain property where the Project is to occur and be located, which property is more specifically identified in the Grant Agreement (the “Property”); and

INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Government Sponsor has approved of the Project and an agreement between Metro and the Government Sponsor is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure.

NOW THEREFORE, the parties agree as follows:

1. Government Sponsor's Consent and Agreement

The Government Sponsor hereby approves the Project described in the Grant Agreement and authorizes such project to take place on the Property. As a condition precedent to Metro's agreement to fund the Project, the Government Sponsor hereby agrees to comply with the terms and conditions of this Agreement, the applicable provisions of the Measure, and the attached Grant Agreement (see Exhibit A).

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to the Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. The Government Sponsor hereby confirms that the Project will result in the creation of a capital asset as specifically described in the Grant Agreement to be owned by the Government Sponsor. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is provided to Grant Recipient. The Government Sponsor covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in the Government Sponsor's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with the Government Sponsor's financial bookkeeping of other similar assets.

3. Funding

Metro has no financial obligation to the Government Sponsor under this Agreement. Metro's funding is being provided to the Grant Recipient pursuant to the Grant Agreement between Metro and the Grant Recipient.

INTERGOVERNMENTAL AGREEMENT

4. Purpose; Limitations

A. The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project on the Property.

B. At no time will Metro have any supervisory responsibility regarding any aspect of the Project or the Property. Any indirect or direct involvement by Metro in the Project shall not be construed or interpreted by the Government Sponsor as Metro's assumption of a supervisory role.

5. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to January 31, 2019. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of the Government Sponsor hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

6. Limitations on Use of Property

A. Real Property and Associated Buildings and Improvements

Throughout the term of this Agreement, the portion of the Property upon which the Project will be located (the "Project Area") shall be maintained and operated in a manner consistent with one or more of the following intended and stated purposes of the Measure (the "Nature in Neighborhood Approved Purposes"):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Notwithstanding the forgoing, secondary uses that arise as a result of the Project Area being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of the

INTERGOVERNMENTAL AGREEMENT

Project Area or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate the Project Area consistent with the Nature in Neighborhood Approved Purposes, a portion of the Project Area was required to be dedicated as a road, such road dedication would be a permitted secondary use of the Project Area.

B. Construction of Buildings or Other Capital Improvements

All buildings and other capital improvements constructed on the Property using funds provided by Metro pursuant to the Grant Agreement shall be maintained in accordance with the Nature in Neighborhood Approved Purposes. The Government Sponsor may not sell, use, or authorize others to use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure.

7. Oregon Constitution and Tax Exempt Bond Covenants

The Government Sponsor acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The Government Sponsor covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the Government Sponsor breaches this covenant, the Government Sponsor shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in the Government Sponsor's breach of its covenant described in this Section.

8. Funding Recognition

The Government Sponsor shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the Government

INTERGOVERNMENTAL AGREEMENT

Sponsor, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Government Sponsor shall also permit the Grant Recipient to place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

9. Termination for Cause

A. Subject to the notice provisions set forth in Section 9B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that the Government Sponsor has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 9A above, Metro shall provide the Government Sponsor with written notice that describes the reason(s) that Metro has concluded that the Government Sponsor is in default and includes a description of the steps that the Government Sponsor shall take to cure the default. The Government Sponsor shall have 30 days from the date such notice is received of default to cure the default. In the event the Government Sponsor does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement. Following such termination, Metro shall notify the Government Sponsor in writing of effective date of the termination.

C. The Government Sponsor shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that the Government Sponsor was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of the Government Sponsor) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of the Government Sponsor shall be as set forth below in Section 10.

INTERGOVERNMENTAL AGREEMENT

10. Joint Termination for Convenience

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

11. Mutual Indemnification

The Government Sponsor shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Government Sponsor or the Government Sponsor's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify, defend, and hold the Government Sponsor and the Government Sponsor's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Project Records, Audits, and Inspections

A. For the term of this Agreement, the Government Sponsor shall maintain comprehensive records and documentation relating to the Project and the Government Sponsor's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, the Government Sponsor shall maintain all fiscal Project Records in accordance with GAAP. In addition, the Government Sponsor shall maintain any other records necessary to clearly document:

INTERGOVERNMENTAL AGREEMENT

(i) The Government Sponsor's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) the performance of the Government Sponsor under this Agreement, (b) Government Sponsor's relationship with the Grant Recipient, or (c) any other contract entered into by the Government Sponsor that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers and subcontractors engaged in any work for the Government Sponsor related to this Agreement or the Project.

C. The Government Sponsor shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. The Government Sponsor shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, the Government Sponsor agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by the Government Sponsor to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. The Government Sponsor authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of the Government Sponsor, including tax returns, financial statements, other financial documents relating to this

INTERGOVERNMENTAL AGREEMENT

Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. The Government Sponsor agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Government Sponsor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that the Government Sponsor owes Metro any sum of money or that any portion of any claim made by the Government Sponsor against Metro is not warranted, the Government Sponsor shall pay all costs incurred by Metro in conducting the audit and inspection.

13. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting the Government Sponsor's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

14. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the Government Sponsor and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, the Government Sponsor and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with

INTERGOVERNMENTAL AGREEMENT

the Construction Contractors Board before starting work on the project, unless exempt under that statute.

15. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Government Sponsor's Designated Representatives:

Steve Martin
13125 SW Hall Blvd.
Tigard, OR 97233
Email: steve@tigard-or.gov

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503)-797-1849

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503) 797-1792

INTERGOVERNMENTAL AGREEMENT

16. Assignment

The Government Sponsor may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

17. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

18. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, 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. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

City of Tigard

METRO

Signature

Martha Bennett

Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Signature

Hope Whitney

Senior Assistant Metro Attorney

Print Name: _____

Title: _____

Date: _____

Date: _____

Grant Agreement

Metro Contract No: 933913

NATURAL AREAS BOND MEASURE CAPITAL GRANT AWARD

This Agreement is entered into between Metro, an Oregon municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and the Friends of Bull Mountain Park, an Oregon non-profit corporation located at 13293 SW Woodshire Lane, Tigard, Oregon 97223, with the Tualatin River Watershed Council, an Oregon non-profit corporation with 501c3 exemption, mailing address PO Box 338, Hillsboro, OR 97123-0038, serving as the fiscal agent. The Friends of Bull Mountain Park is hereinafter referred to as the "Grant Recipient."

Metro has established the Nature in Neighborhoods Capital Grants program with the purpose of funding capital projects throughout the metropolitan region. Except as specifically provided in this Agreement, including the Scope of Work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in these projects (2) sponsorship benefits or supervisory responsibility with respect to the projects; or (3) ownership or responsibility for care and custody of the tangible products which result from the projects.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit A (the "Work"). Grant Recipient shall not be entitled to any payment under this Agreement unless and until Metro and the public entity that owns the real property where the Work will occur (the "Local Government Sponsor") have entered into a separate intergovernmental agreement in a form acceptable to Metro requiring, in part, that the Local Government Sponsor commit to treat the Work as a capital improvement. Any work by Grant Recipient prior to Metro and the Local Government Sponsor entering into the separate intergovernmental agreement, acceptable to each in their sole discretion, shall be at Grant Recipient's risk.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period commencing upon contract execution through and including April 30, 2017. Metro may, at its discretion, grant a single six month extension of the Agreement term provided that Grant Recipient provides to Metro a written extension request, submitted not later than 30 days prior to the expiration date of this Agreement, demonstrating a compelling need for such extension.

3. CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Grant Recipient for performance of the Work as described in Exhibit A. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

Grant Agreement

4. LIABILITY AND INDEMNITY; INDEPENDENT CONTRACTOR

Grant Recipient shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, and for any claims or disputes involving subcontractors or partners.

Grant Recipient shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Grant Recipient be considered an employee of Metro. Grant Recipient shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Grant Recipient is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work; and for meeting all other requirements of law in carrying out this Agreement.

5. TERMINATION

Metro may, in its discretion, terminate this Agreement at any time upon giving Grant Recipient fourteen (14) days written notice and opportunity to cure. Without limiting the foregoing, if Metro concludes, in its discretion, that Grant Recipient has failed to make substantial progress toward completing the Work at any time after one year following the effective date of this Agreement then Metro will terminate this Agreement as provided in the preceding sentence. In the event of termination, Grant Recipient shall be entitled to payment for work performed prior to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies that Metro may have against the Grant Recipient.

6. INSURANCE

Grant Recipient shall purchase and maintain at Grant Recipient's expense, the following types of insurance covering the Grant Recipient, its employees and agents.

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

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

Grant Agreement

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

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

7. MAINTENANCE OF RECORDS

Grant Recipient and subcontractors shall:

- A. Maintain all records relating to the Work in accordance with generally accepted accounting principles.
- B. The Grant Recipient shall maintain comprehensive records and documentation relating to the Work and the Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with Government Sponsor's role in the Work;
 - (1) In addition, the Grant Recipient shall maintain any other records necessary to clearly document:
 - (i) The Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions within Government Sponsor's control;
 - (ii) Any claims arising from or relating to (a) the performance of the Grant Recipient under this Agreement, (b) Grant Recipient's relationship with Metro, or (c) any other contract entered into by the Grant Recipient that relates to this Agreement or the Work;
 - (iii) Any cost and pricing data relating to this Agreement; and
 - (iv) Payments made to all suppliers and subcontractors engaged in any work for the Grant Recipient related to this Agreement or the Work.
- C. Maintain all records for the longer period of (a) six years from the date of final completion of the contract to which the records relate; (b) until the conclusion of any audit, controversy or litigation arising out of or related to the contract; or (c) until June 30, 2027, or the date upon which all bond debt of Metro related to the Work has been retired.

Grant Agreement

D. Make all records relating to the Work available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Grant Recipient or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Grant Recipient elects to have such records outside these boundaries, the costs paid by the Grant Recipient to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

E. Authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Grant Recipient or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of subsection F of this section.

F. Disclose any records related to the Work as requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Grant Recipient or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. Pay all costs incurred by Metro in conducting any audit and inspection that reveals that records related to the Work disclose that Metro is owed any sum of money exceeding \$250.00 or establish that any portion of any claim made against Metro is not warranted. Metro may withhold such costs from any sum that is due or that becomes due from Metro.

8. PUBLIC CONTRACTS

Grant Recipient shall comply with all applicable provisions of ORS Chapters 187, 279A, 279B and 279C. All conditions and terms required to be inserted into public contracts in the state of Oregon pursuant to any provisions of ORS Chapters 279A, 279B and 279C are hereby inserted by reference into this Agreement and made requirements of this Agreement as if such provisions were separately enumerated herein.

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

Grant Agreement

9. COMPLIANCE WITH LAWS; SAFETY

Grantee shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act. If services of any nature are to be performed pursuant to this Agreement, Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits

10. SUBCONTRACTORS

Grant Recipient shall notify Metro prior to negotiating any subcontracts. Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Grant Recipient's compensation shall result thereby. All subcontracts related to this Agreement shall include the terms and conditions of this Agreement. Grant Recipient shall be fully responsible for all of its subcontractors as provided in Section 4.

11. RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Grant Recipient has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Grant Recipient such sums as shall satisfy that provision. All sums withheld by Metro under this Section shall become the property of Metro and Grant Recipient shall have no right to such sums to the extent, but only to the extent that Grant Recipient has breached this Agreement.

12. INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Proposals and Scopes of Work that were utilized in conjunction with the award of this Agreement are hereby expressly incorporated herein by reference; provided, however, that the terms described in sections 1 through 15 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient. The law of the state of Oregon shall govern the construction and interpretation of this Agreement.

Grant Agreement

13. NO WAIVER OF CLAIMS

Metro's failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement.

14. ASSIGNMENT

Grant Recipient shall not assign any rights or obligations under or arising from this Agreement without prior written consent from Metro.

15. LIMITATIONS ON USE OF PROPERTY

A. Nature in Neighborhoods Approved Purposes

Throughout the term of this Agreement, the portion of the project location (set forth in the Scope of Work) upon which the project will be located (the "Project Area") shall be maintained and operated in a manner consistent with one or more of the following intended and stated purposes of Metro's Nature in Neighborhoods Capital Grants Program (the "Nature in Neighborhoods Approved Purposes"):

- To safeguard water quality in local rivers and streams;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods.

Notwithstanding the foregoing, secondary uses that arise as a result of the Project Area being used primarily in accordance with the Nature in Neighborhoods Approved Purposes will be permitted, but only to the extent such secondary uses affect a de minimis portion of the Project Area or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate the Project Area consistent with the Nature in Neighborhoods Approved Purposes, a portion of the Project Area was required to be dedicated as a road, such road dedication would be a permitted secondary use of the Project Area.

B. Construction of Buildings or Other Capital Improvements

All buildings and other capital improvements constructed on the Project Area using funds provided by Metro pursuant to the Grant Agreement shall be maintained in accordance with the Nature in Neighborhoods Approved Purposes. The owner may not sell, use, or authorize others to use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the grant program.

The obligations of this Section 15 shall survive the termination of this Agreement and continue in effect until June 30, 2027, or the date upon which all bond debt related to the capital improvements has been retired.



FRIENDS OF BULL MOUNTAIN NATURE PARK METRO

A. A. Khavari
 Signature
ALL A. (Toraj) Khavari
 Print Name and Title
1/19/2016
 Date

[Signature]
 Signature
Timothy L. Colton, Director of PS
 Print Name and Title
1/21/16
 Date

TUALATIN RIVER WATERSHED COUNCIL
FISCAL AGENT

[Signature]
 Signature
Kristel Fesler, Vice Chair
 Print Name and Title
1/12/2016
 Date

Scope Of Work – Exhibit A

Metro Contract No. 933913

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Bull Mountain Nature Park
- II. Grant Recipient contact: Toraj Khavari
Friends of Bull Mountain Park
13293 SW Woodshire Lane
Tigard, Oregon 97223
503-706-3548
Toraj.khavari@gmail.com
- III. Government sponsor contact: Steve Martin
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
503-718-2583
Steve@tigard-or.gov
- IV. Budget at time of award
- | | |
|------------------------|-----------|
| Grant award | \$125,943 |
| Financial match | \$ 77,517 |
| In-kind match | \$230,950 |
| Total cost of project: | \$434,409 |
- V. Project location Bull Mountain Park - 13950 SW Alpine Crest, Tigard, Oregon 97223. And Morningstar and Gaarde Connection.
- VI. Scope of Work
This scope of work specifies the work and requirements Friends of Bull Mountain Park and the City of Tigard shall undertake as part of Metro's Nature in Neighborhoods Capital Grants program grant award. Except as modified or added to herein, the original grant application (see Attachment 1) sets forth the Scope of Work.
- The project budget is revised as indicated in Attachment 2.
 - As the designs for the nature play area and trails are finalized, grant funds that are not needed as projected in a budget line item may be applied toward other budget line items described in the budget within Attachment 2, with Metro's approval.
 - Implementation of the project scope is revised to include two distinct phases as described below.
 - The Grant Recipient and Government Sponsor shall develop an approach to protecting rare and sensitive plant species within the Nature Park from construction impacts. E.g., *Cephalanthera austiniiae*, also known as, phantom orchid and snow orchid.

Scope Of Work – Exhibit A

- The deliverables of the project has been divided into the following two phases. Prior to beginning the second phase, Metro must review the deliverables of the first phase and give notice to proceed. Metro review shall complete within 20 work days after the phase one project completion notice.

Phase One will include the completion of the following elements:

- Consultant services for community engagement, park design and construction documents, including a land survey
- Construction of the picnic shelter and installation of picnic tables
- Design of the trail system to Gaarde Street from SW Morningstar Water Quality's access area
- Installation of Gaarde Street trails. This element does not need to be completed before starting on the Phase Two elements. However, matching funds or in-kind support for the trails must be secured in order to ensure that the resources are available to complete this element.

The following elements have been constructed since Metro Council's approval of this grant award on July 9, 2015. The financial expenses and in-kind donations associated with these elements can be used to meet the matching requirements of this contract.

- House demolition
- Construction of the toolshed and restroom shelter
- Construction of concrete picnic pads
- Installation of three benches and soft trails between two benches
- Cost associated with securing design consultant and initial design consultant work.

Deliverables:

- Metro to review preferred design alternative for the park to ensure that the final design remains consistent with the goals of the Nature in Neighborhoods Capital Grant award.
- Progress report: In addition to the progress report elements described below, the Grant Recipients shall report on the following:
 - Description of the approach to protecting sensitive species
 - Description of community engagement in design and the preferred alternative
 - Fundraising status for Phase Two
- Documentation of all expenses, in-kind donations and volunteer time including consultant invoices, volunteer tracking spreadsheet, City of Tigard staff time documents, and documentation of the value of in-kind donations from the donors.

Phase Two will include the following elements

- Site preparation and grading for Nature Play and ADA Trail/s
- Nature play area
- ADA trail/s
- Water fountain

Scope Of Work – Exhibit A

Deliverables:

Documentation of all expenses, in-kind donations and volunteer time including consultant invoices, volunteer tracking spreadsheet, City of Tigard staff time documents, and documentation of the value of in-kind donations from the donors.

Publicity

As provided in Section 5 of the Intergovernmental Agreement, Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Nothing herein shall prohibit Grant Recipient from also recognizing other funding sources for the Project.

VII. Reporting Requirements:

- a. **Bi-Annual Progress Reports:** At the end of Phase One, Grant Recipient shall provide to Metro a progress report, documenting the status of the Project at least every six months or at the completion of one of the phases described above. A progress report shall be included with every reimbursement request submitted by Grant Recipient and when the Project benchmarks identified above are met.
- b. All progress reports shall provide the following details: an account of the work accomplished to date, a statement regarding Grant Recipient's progress, a statement as to whether the Project is on schedule or behind schedule, a description of any unanticipated events. All progress reports submitted by Grant Recipient shall be in the Progress Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.
- c. **Final Report:** Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, Project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and data on success indicators defined below. The final report submitted by Grant Recipient shall be in the Final Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.

I. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of ONE HUNDRED TWENTY-FIVE THOUSAND, NINE HUNDRED FORTY-THREE AND 00/100TH DOLLARS (\$125,943).

Scope Of Work – Exhibit A

- b. Payments will be processed as reimbursement for costs incurred and paid by the Grant Recipient.
- c. **RETAINAGE:** Metro will reserve as retainage from any reimbursement payment an amount equal to five (5%) percent of the requested reimbursement amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and the final report is received by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment.
- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
ATTN: ORIANA QUACKENBUSH
600 NE GRAND AVE
PORTLAND OR 97232-2736

- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net Fifteen (15) day basis upon approval of reimbursement request.

II. Success Indicators

Grant recipient agrees to monitor the Project for three consecutive years following the completion of the Project and Grant Recipient agrees to report the following information to Metro upon completion of the Project.

1. Final report/s indicating the completion of the following deliverables.
 - Complete design drawing and documentation
 - House demolition
 - Picnic Shelter and Tables
 - A toolshed
 - A Restroom shelter
 - Concrete picnic pads and table per pad
 - Two benches and soft trails between them
 - One added bench in west trail
 - A Morningstar and Gaarde connection soft trail



Scope Of Work — Exhibit A

- Site prep and grading for Picnic Shelter, Nature Play and ADA Trail/s areas
 - Nature play area
 - ADA trail/s
 - Water fountain
2. City of Tigard staff acceptance of all improvements
 3. Commitment from the City of Tigard to maintain the improvements according to a documented maintenance plan

Nature in Neighborhoods Capital Grants Cover Sheet

Organization, project and contact information

Please complete the information below using no more than two pages

Check one:
No-Letter of Interest
Yes-Full Application

Project Name	Friends of Bull Mountain Park
Project's location/site address or other location information	13950 SW Alpine Crest, Tigard OR, 97223
Applicant Organization	Friends of Bull Mountain Park - Friends of Bull Mountain Park's fiscal sponsor is Tualatin River Watershed Council
Is organization a 501(c)(3)? If yes, what is the EIN?	Tualatin River Watershed Council is a 501(c)(3). EIN is 93-1286280
Is organization the government agency that will own the project?	The Friends of Bull Mountain Park and its fiscal sponsor own the projects. The outcomes are capitalized by City of Tigard.
Contact Person for Friends of Bull Mountain Park	Ali A (Toraj) Khavari
Address	13293 SW Woodshire Lane, Tigard OR 97223
Phone	503-706-3548
Email	toraj.khavari@gmail.com
Contact Person Tualatin River Watershed Council	April Olbrich
Address	P.O. Box 338 Hillsboro, OR 97123-0338
Phone	503-846-4810
Email	trwc@trwc.org
Public Agency (if different from applicant organization)	
Contact Person	
Address	
Phone	
Email	
Project Summary	<p>The Friends of Bull Mountain Park and Tualatin River Watershed Council (fiscal sponsor) proposing six projects to develop the Bull Mountain Park during 2015-2016. The six projects high level descriptions are as follows.</p> <ol style="list-style-type: none"> 1. Nature Play area, Pavilion with tables and benches for picnic area 2. Bull Mountain Park's vacant house removal 3. Toolshed 4. Additional soft trail 5. ADA trail access 6. Others (Outdoor bathroom shelter, water fountain, trails, benches, tables, signs, etc.)

Category Under which program category does your project best fit? (Select one only).	No- ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat YES- ReGreen – increases the appearance of and access to nature in order to enrich community vitality and help strengthen the physical connection to the region’s ecology
Funding	Amount requested: \$112,700 Match funds: \$50,000 During 2015 In-kind match: \$175,400 Other grants and donations: \$18,100 Total program budget: \$356,200



City of Tigard

January 14, 2015

Metro Nature in Neighborhoods Capital Grants Committee,

This letter serves as affirmation, that if the Friends of Bull Mountain Park (FBMP) are successful in securing grant funding for Bull Mountain Park features, the City of Tigard will be a project partner. When the FBMP projects are underway, Tigard staff will provide technical assistance for design and installation of the features that will become a part of Bull Mountain Park. The FBMP will help implement a park concept plan that was developed in 2013 by the Tigard Parks Division with input and overwhelming support from the neighbors of the park. The City staff will work with the FBMP to develop amenities that are consistent with City park standards, as well as sustainable for long term maintenance. City staff time, along with any city purchased materials or supplies, will be tracked in our Public Works Computer Maintenance Management System.

Bull Mountain Park is owned by the City of Tigard and was purchased with City of Tigard Park Bond funds in 2012, after neighbors of the property brought the idea to the Tigard Park and Recreation Advisory Board. The Tigard Parks Division is responsible for both the management and the maintenance of the park, and from the day of the purchase has been assisted by the neighbors of the park. The Parks Division staff have worked with the neighbors, who formed the FBMP, for the last two years. The many work parties in the park have resulted in the installation of trails and other features in the park, and the relationship between the FBMP and city staff has been mutually beneficial. The FBMP have supported the park facilities and their maintenance through numerous volunteer events and they, as well as the rest of Tigard, have benefitted from a higher level of maintenance and more amenities than would have been possible in such a short time frame. We look forward to partnering with the Friends on the BMP on this rewarding park project.

Sincerely,

A handwritten signature in blue ink that reads "Steve Martin". The signature is fluid and cursive, with the first name "Steve" and last name "Martin" clearly legible.

Steve Martin
Public Works Manager (Parks)
City of Tigard

13293 SW Woodshire Lane
Tigard Oregon, 97223
January 23, 2015

Metro

Natural Area Program
Nature in Neighborhoods Capital Grant
600 NE Grand Avenue
Portland Oregon 97232

RE: Friends of Bull Mountain Park's Metro Nature in Neighborhoods Capital Grant Application

To the Capital Grant Review Committee:

We are requesting your consideration for a \$112,700 grant, because we have a high degree of confidence that it can be leveraged to \$356,200 while meeting all the Nature in Neighborhoods Capital Grants' criteria. The grant investment (cash infusion) is paramount to the successful development of Bull Mountain Park.

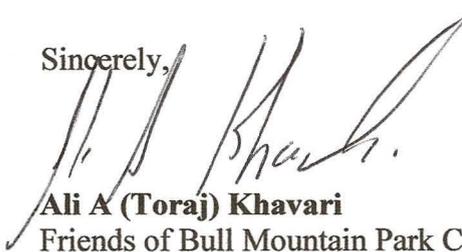
Friends of Bull Mountain Park is a grass roots non-profit volunteer group, dedicated to nature, education, health, and developing Bull Mountain Park, utilizing ReGreen principles. Friends of Bull Mountain Park and Tualatin River Watershed Council (fiscal sponsor) are proposing six projects to develop Bull Mountain Park during 2015-2016. The City of Tigard will capitalize the projects outcomes.

Bull Mountain Park development has had the full cooperation of the community, City of Tigard, Tigard Parks and Recreation Board, and local businesses since the park dedication, June 21, 2012. With a very limited budget, The Friends of Bull Mountain Park holds events; e.g. bird watching, mushroom identification, invasive plant identification and removal, Phantom Orchid viewing, walks/runs, volunteer work parties, etc. in the park.

The Metro Nature in Neighborhoods Capital Grant process has been a great educational experience. We learned significant appreciation for and knowledge about ReGreen, Nature Play, Nature Education, and a lot more.

On behalf of the Friends of Bull Mountain Park, Tualatin River Watershed Council, and City of Tigard, I am requesting your consideration to approve the Friends of Bull Mountain Park's Metro Nature in Neighborhoods Capital Grant. We are looking forward to our next steps and working closely with you during the review process. If I can be of more assistance, please contact me.

Sincerely,


Ali A (Toraj) Khavari

Friends of Bull Mountain Park Chairperson

Email: toraj.khavari@gmail.com

Mobile: 503-706-3548



Friends of Bull Mountain Park

Enclosures: 1) FBMP_City_of_Tigard_land_owner_certificationcover_letter 2) FBMP2015CoverSheet_CapitalGrants, 3) FBMP_grants_budget_2015_BudgetForm, 4) FBMP_grants_budget_2015_MatchingResourcesForm. 5) FBMP_Metro_NIN_Grants_App includes supportive artifacts.

Electronic Shared in Drop Box or Hardcopies: 1) City of Tigard, Steve Martin, 2) April Olbrich, Tualatin River Watershed Council

1 Executive summary and top level project description

Friends of Bull Mountain Park and Tualatin River Watershed Council (fiscal sponsor) are proposing six projects to develop Bull Mountain Park during 2015-2016 at the total cost of \$356,200. The Metro Nature in Neighborhood Grants fund request during 2015 is \$112,700. The remainder is funded through In-kind contributions of \$175,400, donations during 2015 of \$50,000, and other grants or donations of \$18,100. To-date, there are \$21,250 in donations committed, pledged and identified for the proposed projects during 2015.

Friends of Bull Mountain Park is a grass roots non-profit volunteer group dedicated to nature, education, health, and developing Bull Mountain Park utilizing ReGreen principles. The projects meet and exceed the Metro Nature in Neighborhood Grants criteria. The completed projects will be capitalized and maintained by the City of Tigard.

1.1 Introduction and project overview

Bull Mountain Park is a beautiful treasure located on the eastside of Bull Mountain in Tigard, Oregon. The landscape contains Oregon native plants and forests, an open space meadow, creeks, and it is home to various flora and fauna. The park has multiple entrances so as to access well designed soft trails, signs, and features. The park not only adds to the community. The community is adding to the park by coming together to make the park vision a reality.

The existing Bull Mountain Park development has been done deliberately, to increase the presence of nature (wildlife, water, trees, Phantom Orchid, mushrooms, and other indigenous vegetation) to enrich the communities' nature experience and help strengthen a physical connection to the region's ecology. The park concept, also known as master plan, contains "ReGreen" features and has been approved during 2013. For more details refer to Appendix C Phantom Orchid, Forest and mushroom, and Pileated Woodpeckers.

The Friends of Bull Mountain Park's Metro Nature in Neighborhood Grants will enable the organization to continue the proposed six projects construction and augment the Bull Mountain Park "ReGreen" impact on nature and the community. The six projects high level descriptions are as follow.

1. Nature Play area, Pavilion with tables and benches for picnic area
2. Bull Mountain Park's vacant house removal
3. Toolshed
4. Additional soft trail
5. ADA trail access
6. Others (Outdoor bathroom shelter, water fountain, trails, benches, tables, signs, etc.)

The Bull Mountain Park site is ready, park land use has been completed. Permits and permission for construction are committed. Michelle Mathis is the designer, Project Managers are identified and dedicated to success. The Friends of Bull Mountain Park leaders are committed, City of Tigard and Park and Recreation Advisory Board are supportive. Donation fundraising strategies are identified to complete the above six projects. We need the Metro Nature in Neighborhood Grants cash infusion.

1.2 Site history and background

Counselor Dirksen dedicated Bull Mountain Park June 21 2012. The park was purchased by the City of Tigard using bond measure 34-181 funds from Tigard's \$17mm bond. In addition, the matching \$6mm grants, totaling \$23 mm, enabled Tigard to purchase additional parks. The bond is restricted to purchasing parks. The City of Tigard has very limited resources to develop and maintain parks, once purchased.

Bull Mountain Park tax ID number is 25104DC05800. Its tax account number is R479075. The existing maps, in appendix A's Site and Area Maps, although the most recent, do not show the entire 10-acres. Park is lot 23-66. It borders on the

Exhibit A of Co. 933914

tax lot Ids, 13802 and 13813 SW Benchview Place, 13564, 13548, and 13526 SW Bram Place, and 14023 SW Alpine Crest Way and green space.

An 8-acre parcel in the heart of East Bull Mountain, also at that time known as Paull Property, was purchased by City of Tigard during summer of 2012. Later on, an additional 2 –acre parcel was added, to create the 10-acre Bull Mountain Park. The site is comprised of woods, open space, riparian areas along a creek on the west wide, and a seasonal creek on east side. The creek areas are important and valuable to ecology sources. They are considered tributaries to wetlands adjacent to rivers and streams.

The name was changed to “Bull Mountain Park” in 2014. For more details refer to the Appendix A (renaming). In response, the grass roots volunteers agreed to change the name of the organization to Friends of Bull Mountain Park, “FBMP”.

Acknowledging the City of Tigard’s limited resources, the Friends of Bull Mountain Park pursued the following subject matter experts for consultation, guidance, and identifying the park’s natural assets very early on (2012 and 2013).

- Dr. Pearl Paulson, PhD, Education
- Dr. Paul Whitney, PhD, Natural resources, wildlife and nature preservation
- Amy Grotta, Forestry, Asst. Professor and Extension Forster at Oregon State University
- George Kral, Forest Management, Ash Creek Forest Management
- Tim Pepper and Jenn Eaton – Trail design and construction

For more details for above resources guidelines and inputs refer to Appendix C, December 2012 and January 2013 Newsletter.

Friends of Bull Mountain Park have completed 45 projects since June 2012. There are 15 planned / active projects. There are 12 project backlogs. E.g., for projects include Invasive plant identification and removal, signs, pet waste plastic disposal, waste management, endangered or on-watch list species identification and protection, soft trail building, bulletin boards, etc.

Friends of Bull Mountain Park, City of Tigard, and volunteers have done and continue doing everything possible with minimum or no capital until now. To bring the Bull Mountain Park concept plan to reality, capital is needed. Hence, the Metro Nature in Neighborhood grant proposal.

Friends of Bull Mountain Park experience is in volunteerism with no resources to create and maintain a non-profit 501 (c) (3) organization. The group, in the preparation for fundraising and receiving grants, signed an agreement with the Tualatin River Watershed Council. The Tualatin River Watershed Council is the Friends of Bull Mountain Park fiscal sponsor. Fiscal sponsorship is an agreement through which a project or organization without tax-exempt status – but which could qualify for it - partners with an existing tax-exempt organization in order to receive donations and grants. Tualatin River Watershed Council non-profit tax id is 93-1286280. For more details and IRS non-profit 501 (c) (3) recognition letters refer to Appendix I.

1.3 Scope of work

Friends of Bull Mountain Park have been volunteering work to protect and enhance the property to its full potential, since 2012. One of the goals is to connect ‘kids’ of all ages with nature. Bull Mountain Park’s concept plan was approved during the summer of 2013. For more details refer to Appendix A concept / master plan. The following scope of work will result in many of the approved features.

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1. **Natural Play Area:** Natural Play Areas are outdoor spaces designated for play that are made of natural components such as plants, logs, water, sand, mud, boulders, hills and trees. These components represent the larger wild environment in a way that feels safe and manageable to young visitors and their parents while providing conditions for imaginative and explorative play. Bull Mountain Park's nature play will follow the approved concept plan with 700 to 1500 sq. ft. containing large climbing structures, logs, balanced beams, and log and stone steppers, for the children 2-12 years old. A 12 inch deep Cedar Wood chip or playground chips carpet will cover the natural playground floor. The equipment manufacturers and Installers are liable to meet the playground safety. When needed, written inspections will insure proper implementation. Frequent, preferably annual inspection by a qualified Natural Playground inspector will insure the playground safety.

Shelter / Pavilion with Picnic Tables and Benches: The proposed project will include a shelter, also referred to as pavilion, which will accommodate four picnic tables and benches. The proposed location will overlook a sloped, grassy meadow and is in close approximation to the proposed play area. The meadow has already been used for lawn games, such as Frisbee golf, pass and touch football, and in the winter, snowboarding. Wild flowers grow naturally there, and have long been of interest to local botanists. Volunteers along with the City of Tigard have made numerous soft trails through the park, leading to the meadow, which is centrally located. The shelter will be situated at the high point of the park, adjacent to the west forested area, and will serve as a meeting place for environmental education and placement for wall boards and trail maps. The Bull Mountain Park's picnic area will be approximately 12' by 20' shelter with cement flooring accommodating 4 picnic tables. They very closely match the Bull Mountain Park's approved concept plan. It is aimed to be the "Environment Education" center, where park visitors can learn about environment, flora, and fauna.

The Nature Play Area, Shelter with Picnic Tables and Benches include the following sub-projects

- 1- Project Start Up
- 2- Design Development
- 3- Construction Documentation
- 4- Site preparation and grading
- 5- Construction Implementation
- 6- Signage, art, or education displays
- 7- Landscape focused on the Natural Playground and Picnic areas.

The Nature Play and Picnic Area pavilion design concepts could change through the design process. They are depicted in the following collage, to pictorially convey the vision. In addition, they meet some of the basic needs of the park. The design features:

- can offer hours of play and will be different every visit.
- will draw nearby residents to the neighborhood park.
- allow the possibility of many community installed elements.
- can be built within the proposed project budget.
- meet the Bull Mountain Park Concept / Master approved plan.



The Bull Mountain Park service vehicle and main entrance, 13950 SW Alpine Crest Way, Tigard, leads to an existing circular turn around area. The concept plan outlines a half basketball court. The half basketball court is not in the scope of the Friends of Bull Mountain Park projects. No permits are required to enhance the existing circular turn around area. The ADA Trail and soft trails enable the park users to have access to the circular turn around area and other park features, e.g., nature play, picnic area, bulletin board, toolshed, bathroom, etc.

6. **Others:** The Bull Mountain Park other projects are as follow.

1. Outdoor bathroom shelter
2. Water fountain
3. Meadow East Side trails and benches
4. No poo, pet waste education signs
5. Trail signs

1.4 Narrative, Budget, and Matching Funds

- Narrative

The cost of the six projects is reported here, based on the Designer estimates, City of Tigard inputs, Leaders, Project Managers, Vendors, and suppliers' inputs. A 20% or 30% contingent budget cost has been considered for the line items.

The Friends of Bull Mountain Park six proposed projects are estimated at a cost of \$356,200. Based on the present knowledge, cost of material variance, and a 20% to 30% contingent, budget costs have been considered, bringing the cost to a total of \$448,100. The contingent budget costs are applied to the line items based on the to-date confidence level, item's risk level, and foretold "not knowing". The top level summary table is as follows.

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Item	Cost	Cost Plus Contingency Cost
Capital Cost	\$180,805.12	\$230,466.14
In-Kind Cost	\$175,396.32	\$217,659.07
Total	\$356,201.44	\$448,125.21

- Budget

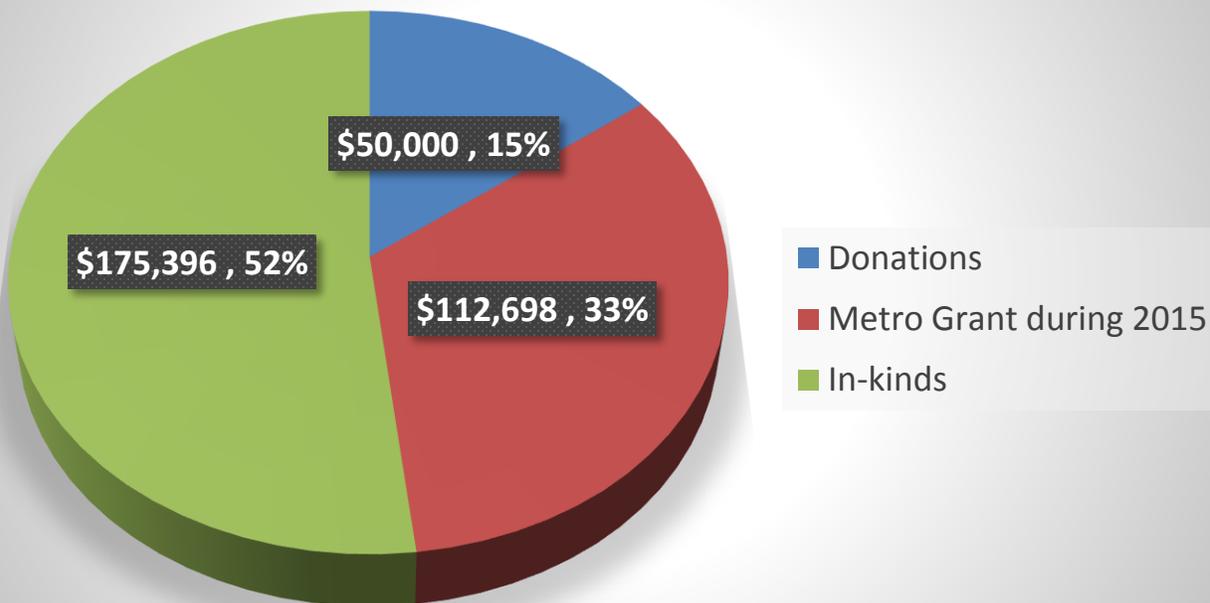
Friends of Bull Mountain is committed to raise \$50,000 in cash donations. Considering the Metro Nature in Neighborhood Grants 2X Grant match, a sum of \$112,800 Metro Nature in Neighborhood Grants is requested. The remaining resources will be funded with other grants, subsequent years fundraising, or In-kind.

Item	Cost	Cost Plus Contingency Cost
Cash Donation during 2015	\$50,000.00	\$50,000.00
Metro Grant during 2015 (Matched with Donations and In-kinds)	\$112,698.16	\$133,829.54
Subtotal for Cash Donation and Metro Grant for 2015	\$162,698.16	\$183,829.54
In-kind Contributions	\$175,396.32	\$217,659.07
Total Cash Donations, Metro Grant and In-kind Contributions during 2015	\$338,094.48	\$401,488.61
Remaining Resources (other grants, subsequent donations, etc.)	(\$18,106.96)	(\$46,636.60)

The projects summary for 2015 table and chart are outlined in the following table and pictorially, respectively.

Project Summary for 2015	
Donations	\$50,000
Metro Grant during 2015	\$112,698
In-kinds	\$175,396
Total	\$338,094

Projects Summary for 2015



The overall project summary table and chart are as follow.

Project Summary	
Donations	\$50,000.00
Metro Grant 2015 and In-kinds	\$288,094.48
Remaining Resources (other grants, subsequent donations, etc.)	(\$18,106.96)
Total	\$356,201.44

Project Summary

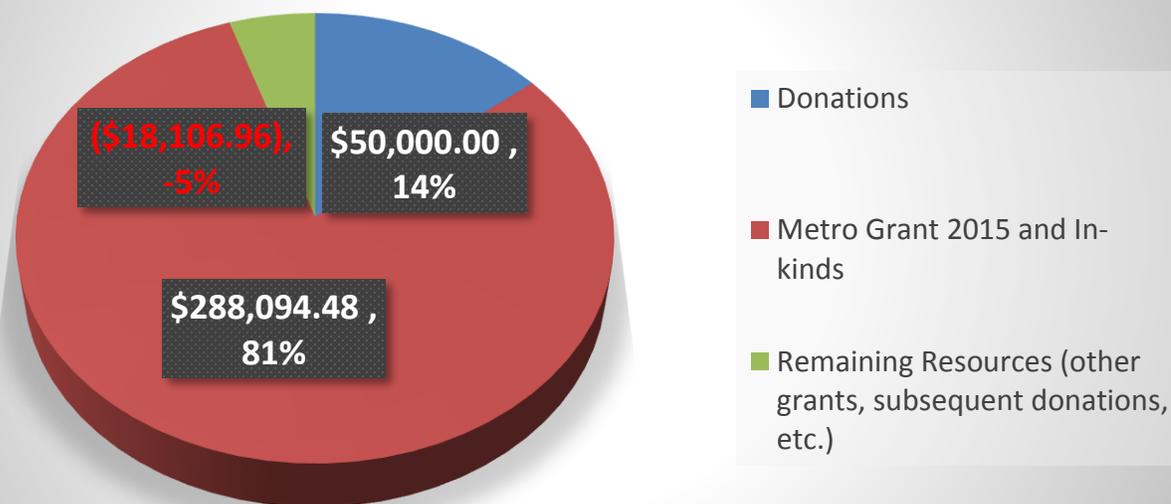


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- Matching Funds

The Friends of Bull Mountain Park has committed to raising pledges and donations toward the \$50,000 during 2015. To-date, there are \$21,250 donations committed, pledged and identified for the proposed projects during 2015. Donation strategies, plans, and guidelines have been developed to execute after the Metro Nature in Neighborhood Grants Application decision. For more details refer to Appendix H. The remaining \$18,100 will be funded with other grants and donations. A total of \$175,000 In-kind matching contributions are identified and available for the six projects.

1.5 Eligibility requirements

The Friends of Bull Mountain Park's proposed development plan meets the Metro Nature in Neighborhood Grants ReGreen requirements. The development will increase the presence of nature in the Bull Mountain area. Let us explore the ReGreen requirements compared to Friends of Bull Mountain Park's proposed development plan.

"ReGreen applies to projects that increase the presence of nature (water, trees and other vegetation) to enrich people's experience and help strengthen a physical connection to the region's ecology. "

The above "Scope of Work" section outlines the commitment and intent to develop Bull Mountain Park such that the park's users feel the full openness, and beauty of Oregon native plants and forests, to see the canopy of a natural forest, and to be able to play in a natural setting, climb rocks, balance on logs, and experience the natural wood, rock, and dirt in the natural play areas.

There are no nature play area parks in Bull Mountain. Under the requirements of the grants used to purchase the park's property, it is required to provide rich education experiences at Bull Mountain Park. The six proposed projects will be a great natural education vehicle while supporting active and healthy activities out door.

The Friends of Bull Mountain Park have organized nature tours, such as bird watching, mushroom discovery, and viewing Phantom Orchids, to name a few. In addition, Natural Honor Society, Key Club, Boy Scouts of America, and Tigard High School students' events implement projects in the Park. The projects are wonderful, hands-on, and practical education vehicles. For example, select 650 Oregon native trees, organize, and plant them in the park, identify and remove invasive plants, research, design, and post educational signs and art. Since summer of 2012, Friends of Bull Mountain Park events included students from Tigard, Sherwood, Tualatin, Newberg, and Beaverton schools. Bull Mountain Park is and will be the neighborhood natural education park and nature play area on the eastside of Bull Mountain.

Friends of Bull Mountain Park and volunteers match the Metro Nature in Neighborhood Grants 2:1 in the form of cash donations and in-kind. There are concerns about the impact on natural resources as the park becomes more popular. With Bull Mountain developing residentially, the City of Tigard and Friends of Bull Mountain Park would like to establish the facilities that will enable access of the public while protecting the natural habitat. The need for strategic development that enables access to these ecological 'class rooms' while protecting their inhabitants will require more funding. We have done everything possible with minimum to no financial support. It is truly the time for cash infusion and the Metro Nature in Neighborhood Grants will play an utmost important key component in the Bull Mountain Park development.

1.6 Project readiness and risk

The Friends of Bull Mountain Park projects, readiness and risk management break down to the following sub-components.

1. **Track Record:** With strong encouragement from Metro Councilman, Craig Dirksen, and the City of Tigard Mayor, John Cook, Friends of Bull Mountain Park began to focus on grant proposals and fund raising to develop Bull Mountain Park. (See Friends of Bull Mountain Park November 2013 and August 2014 Newsletters, respectively, Appendix B).

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2. **Designer:** The Learning Landscapes Design LLC, Michelle Mathis - Principal and Lead Designer, is the Friends of Bull Mountain Park's selected designer, and one of the construction Project Managers. Michelle Mathis is a landscape architect with over 12 years of experience managing and designing projects that focus on sustainable spaces for learning, play, and recreation. She works on projects from theme and concept development through to construction; including park, school, early childhood center and kids destination recreation sites. She has a Master's Degree in Education with a focus on whole systems design for education, which she couples with her strong design sense to create spaces that are engaging and intrinsically support learning. Michelle strives to create inspiring spaces that connect people to their communities and the environment around them. Michelle has a number of awards, including Oregon 2014 ASLA Honor Award Westmoreland Park Design. She comes to this project with a wealth of knowledge and local proven successful design tracks, e.g., Westmoreland Park, Oxbow Park, Cove Campground Day Use Area in Timothy Lake, Silver Falls State Park North Canyon Nature Play Area, and Carousel of Like and Ohio's Backyard Nature Play Area at the Cleveland Zoo.
3. **Design Risk:** The Friends of Bull Mountain Park, City of Tigard and Tualatin River Watershed Council are committed to manage the risk, and minimize design and construction costs while maintaining high quality outcomes. The following is a list of likely risk and cost management strategies.
- Utilize existing and proven designs wherever possible
 - Avoid risky and complex designs
 - Augment productivity with volunteer resources as much as possible
 - Identify risks ahead of time, explore and identify risk's mitigation plan/s, and communicate them as soon as possible
4. **Project Managers and Leaders:** Friends of Bull Mountain Park is led by six dedicated Tigard residents, Bruce Harbison (Web Administration and Eagle Scout Advising), Cheryl Druding (Newsletter Editor), Jenn Eaton (Trail Master), Linda Shaw (Volunteers and Events Coordinator), Tim Pepper (Tigard Parks and Recreation Advisory Board (PRAB) Liaison and Trail Master), and Toraj Khavari (Chairperson). Linda Shaw and Tim Pepper are members of Tigard Parks and Recreation Advisory Board. They have more than a decade of proven experiences in private and public positions. The Friends of Bull Mountain Park's officers / leaders biographies are listed in Appendix D.

Sarah Soper, Steve Martin and April Olbrich are the Friends of Bull Mountain Park, City of Tigard, and Tualatin River Watershed Council's project managers, respectively. They have proven records of successful project management skills and leadership. For more details refer to Appendix E.

Continuity and commitments are paramount to the Friends of Bull Mountain Park's proposed six projects implementation. The leaders and project managers are committed to resources, including leadership succession planning. Toraj and Irene Khavari's foundation has designated funds to continue the Bull Mountain Park development, in case of their demise (for more details refer to Appendix F). The Friends of Bull Mountain Park officers and leaders have 90 days to replace Toraj Khavari, in case of his death during the above projects. During the 90 days, or until a Friends of Bull Mountain Park's Chairperson is selected.

5. Permits and Others:

- City of Tigard 2014-2015 fiscal budget includes the cost of Bull Mountain Park house removal and minimal land preparation. The house is being removed prior to the Nature Play and Picnic areas construction.
- Utilities (electricity, and water), and public bathroom are available now and during the constructions.
- The certified City of Tigard park crewmembers will perform the playground audit. The building inspectors will inspect the shelter to meet the permit requirements. The shelter manufacturer will supply the needed drawings. They are stamped by an engineer for the building permit. Depending on the type of shelter and requirements, cement samples will also need to be taken.

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- d) City of Tigard team members are identified and committed to assist the Friends of Bull Mountain Park Project Manager Sarah Soper and Designer Michelle Mathis. They are committed to work together in every aspect of the project to ensure successful quality and on-time deliverables.
- e) Bull Mountain Park land use is finalized and the park is a Tigard Neighborhood Park property.
- f) City of Tigard is committed to assist our needed permits (Picnic area shelter) and CWS pre-application.
- g) Friends of Bull Mountain Park projects meet the fire safety requirements. No fire safety permits are required. Bull Mountain Park has adequate fire hydrants. No additional fire hydrants are required.

6. Donations and In-kind:

- a) Donations and fundraising strategies are in process. The strategy breaks down to I) Legacy donors, II) Visionary level, and III) Park patron. The full implementation is planned for after April 2015 as we get closer to the Metro Grant Nature in Neighborhood Grants application approval announcements. E.g., Large Donors Packages, YouTube, Bulletin board, Newsletter, Donors Envelopes, Acknowledgement Cards, Events. For more details about donations, refer to Appendix H.
- b) Friends of Bull Mountain Park, Volunteers, and City of Tigard continue their dedication and work in the park. They never stopped. Multiple projects are in progress in the park. E.g., East Meadow Soft Trails, Two Benches in the East Meadow, No poo and soft trail signs, ADA picnic table at the end of the ADA access trails, park's house removal, etc.
- c) All the in-progress tasks are in-kind contributions. Friends of Bull Mountain Park and Tualatin River Watershed Council leaders attended and are committed to participate in fundraising workshops and training sessions.

2 ReGreen criteria

Considering both key components of the proposal; i.e., increase the presence of nature and enrichment of people's experience with nature and ecology, the projects meet the "Re-Green" criteria. The over-riding intent of this capital project is to develop infrastructure that will enable park users to experience sitting under Douglas Firs exceeding 100 foot heights while watching a deer grazing with her new fawn, admiring the beauty of wild flowers in the meadow, or taking a short walk into the cooler shade areas to rest on a bench overlooking a canyon. Park users are invited to take pleasure in having access to a remote sanctuary within walking distance of a densely populated city, where it's safe to come with their children. The Friends of Bull Mountain Park development project proposal, e.g., nature play, picnic area, ADA trail, etc. will augment and strengthen the presence of nature while enriching the community experience connection to the region's ecology.

Bull Mountain Park is a valued Regional, Riparian, Wildlife corridor, and Agriculture area in the middle of a developed residential neighborhood. The park's west side creek in parallel to Benchview Place leads to the Tualatin River. The park and its landscapes are water source filters. In addition to the Westside creek, smaller seasonal east creeks play an important role as a water source. The Bull Mountain Park's creeks are near the park residences and street rain runoff. The creeks' health is paramount for the residents' water runoff and landslides prevention.

Bull Mountain Park connects two Tigard green spaces on the west and east sides. The park and green spaces are natural wildlife corridors for a variety of animals, birds, deer, coyotes, rabbits, native Oregon Ground Squirrels, rare and majestic flying squirrels, etc. The Bull Mountain Park creek supplies water sources for wild migratory and resident wildlife while watering plants. For more details refer to appendix A regional conservation strategy map.

2.1 How does the project enhance people's ability to access and experience nature?

The Bull Mountain Park is a hidden treasure. The Friends of Bull Mountain Park have been working to protect and enhance the property to its full potential, since early 2012. One of the park goals is to connect kids with nature. Nature

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is an innate draw to children. Instead of spreading the intense kid use throughout the park, the concept plan identifies a nature play area. Our design of the nature play area will incorporate many aspects; safety, a wide range of age group uses, low maintenance, and use of appropriate materials. But, most of all we will be creating a neighborhood family hub; a place where kids and parents meet and friendships are built, where parents sit for hours and enjoy nature (or join in the fun) and kids engage in free, creative, and cooperative play. We will work with community and neighborhood youth to develop a design that is unique to Bull Mountain and builds lasting bonds between people and nature.

Design is not approached with a cookie cutter strategy. This is how we ensure that the design fits the site, and reflects the needs of the stewards. With that said we understand we need to work quickly, manage risk, cost, and quality. Below are two visions that we think fit the site, meet the need for engaging play for the neighborhood, and are unique to the Bull Mountain community. However, during the initial design, community meetings and workshops will engage the community more to finalize the design.

The following is a vision for the potential playground and nature play.

Building Our Community

As you approach the play area it looks like a busy construction site. Kids are working all over to build bridges, drive toy trucks, and develop community space. This small replica community includes a hill with 'Bull Mountain Park', houses platforms and interspersed plantings where neighborhoods can be built, a dry creek bed 'Summer Creek' for toy boats, bridges and wildlife, and also movable road tiles, trucks and blocks for reconfiguring the community. The play lumber shop, quarry and lake all supply materials for building.

The Magic of the Forest

Ideally every child's back yard would open up to an extensive wild area where they could build a magical forest discovery space. As you approach you see glimpses of forts and inviting secret trails. This design would recreate the areas kids would want to explore including; a series of forts along a discovery path, topography to run up and slide down, and climbing boulders and logs to shimmy across. The spaces would be organized for imaginative play as if kids were forest animals, fairies, or first people.

These two design concepts could obviously change dramatically through the design process. They are presented here because they meet some of the basic needs of the site;

1. They can offer hours of play and will be different every visit.
2. They will be likely to create a draw in a neighborhood park.
3. They allow the possibility of many community installed elements.
4. They can be built within the proposed project budget.

Adjacent to nature play, Bull Mountain Park picnic area will serve as a family center community, with tables, benches, arts, and education signs. The nature play and picnic areas are enhancements to existing soft trails augmenting nature learning, flora and fauna discoveries, outdoor activities, active life, and better health.

2.2 How does the project's location strengthen access to nature within a given community?

The Friends of Bull Mountain Park have a proven track of fostering environments for communities to learn about nature, appreciate natural settings, flora and fauna. Volunteers built trails, bulletin board, signs, web sites, and Newsletters to engage communities in nature events. For more details, refer to Appendix A To-date site map, To-date site map and Appendix C, and Additional references Appendix J.

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Not only is Bull Mountain Park adding to the community, the community has come together to make the park vision a reality. The project will continue to foster partnerships between the City of Tigard, Tualatin River Watershed Council, Tigard High School, Boy Scouts of America, local businesses, and neighborhood volunteers.

Bull Mountain Park has unique opportunities to bring communities to learn about the rare Phantom Orchid, Pileated Woodpeckers, mushrooms, deer, etc., among wonderful and beautiful forests. The additional 1,100 ft. of soft trails will enable more than 350 families to have access to nature in middle of a residential area.

2.3 How does the programming strengthen the communities' access to nature?

To-date, the Bull Mountain Park grass roots volunteer based development since 2012 has strengthen the communities' access to nature with the "Passive" and "Proximity" models. Once the soft trails were constructed, invasive plants were removed, some signs were posted, Newsletters and web sites were deployed, the park use increased. The nearby residents are using the park and the present assets.

The Friends of Bull Mountain Park's six proposed projects strengthen the communities' access to nature, "Intentionally". The site is being programmed for uses such as conservation education, nature play, and natural healthy activities. By design, purposefully, the Bull Mountain Park has six entrances.

- SW Alpine Crest Way (Service Vehicle Entrance),
- SW Greenfield Drive,
- SW Benchview Place,
- SW Woodshire,
- SW Fernridge Terrace, and
- SW Ridgefield Lane

The nature play and picnic areas, and picnic area pavilion are centrally located in the park. The six entrances and centralized location for the nature play area and picnic table enable the park users' maximum accessibility. For more details and maps refer to appendix A concept / master plan area map.

The Bull Mountain Park multiple entrances, existing soft trails, additional soft trails, Newsletters, and signs are a few items used to promote the intentional use of the park and added features. City of Tigard publications and social Medias continue their commitments to promote Bull Mountain usage and nature access.

3 Partnership and community engagement

The Friends of Bull Mountain Park and the proposed six projects objectives are to be beautifully designed and sustainable, to augment already existing "ReGreen" purposes. Nevertheless, if they are not also safe, functional, and maintainable, they will not endure for long term success. They will soon be neglected and fall out of favor. These may lead to the community feeling that the projects were not positive accomplishments, and the time and money wasted.

Michelle Mathis is a registered landscape architect and a certified playground safety inspector. She will ensure the design meets current safety codes and functions fluidly. For more detail, please refer to Section 1.6.

Tim Pepper and Jenn Eaton have proven trail design and construction experience. The Bull Mountain Park existing soft trails are good references and examples. They have also held training classes. For more details refer to Appendix C Trail Building Classes. The Friends of Bull Mountain officers / leaders have actively engaged the community to initiate and execute more than 45 projects in the park, since June 2012.

Community engagement is paramount to the success and buy-in of the six projects. We are committed to work with the community and key stakeholders during every phase of the projects, develop the design, construction, and final delivery. During the nature play design phase, specific meetings and workshops will be held to engage the community more.

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The six projects will create and continue building on the excitement of community ownership and pride. They initiate new and expand on existing relationships between Friends of Bull Mountain Park and are designed to rally diverse communities to maximize outcomes.

The following is the list of Friends of Bull Mountain Park's partners and a sample of community support. For the actual letters and references refer to Appendix F.

- Oregon State University - Amy Grotta - Letter of support
- Oregon Tradeswomen, Inc. – Amy James Neel - Letter of partnership
- Tualatin River Watershed Council – April Olbrich - Letter of partnership
- Pearson Financial Group – Conrad Pearson – Legacy level donor letter of support
- City of Tigard – Debbie Smith Wagar – Letter of support to Capitalize
- Mayor John Cook – Letter of support
- Khavari foundation – Letter of partnership
- Learning Landscapes Design – Letter of partnership
- City of Tigard – Steve Martin – Letter of partnership
- Education and nature – Dr. Pearl Paulson, PhD – Letter of support
- Randy Barkhurst – Letter of support

4 Detailed Cost

The proposed six projects detailed cost is outlined in the following table. The table items (rows) for the six projects contain hidden rows to simplify the content and increase readability. All details are available upon request. A copy of the projects budget and matching resources forms are available in Appendix G.

Num	Item	Quantity	Unit	Unit Price	Cost	Cost Plus Contingency Cost
1	Nature Play, Picnic Area and Shelter		NP, PA		\$238,319.10	\$304,482.92
1.A	Design Services Subtotal for Nature Play and Picnic Area (CC 20%)				\$26,535.30	\$31,842.36
1.B	Site Elements Subtotal for the Nature Play and Picnic Area Construction (CC 30%)				\$110,000.00	\$143,000.00
1.C	Nature Play Elements Subtotal for the Nature Play and Picnic Area Construction (CC 30%)				\$75,000.00	\$97,500.00
1.D	City of Tigard burden cost contribution toward the Nature Play and Picnic Area Construction Subtotal (CC 20%)				\$3,239.00	\$3,886.80
1.E	City of Tigard burden cost contribution toward nature play area near the shelter Subtotal (CC 20%)				\$7,590.00	\$9,108.00
1.F	City of Tigard burden cost contribution toward Landscaping shelter play area Subtotal (CC 20%)				\$3,236.00	\$3,883.20

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1.G	Friends of Bull Mountain Park Admin and PM Burden Cost toward Natural Play, Picnic Area and Shelter Subtotal (CC 20%)		\$12,718.80	\$15,262.56
2	Bull Mountain Park House Demolition Cost	NP, PA	\$19,507.88	\$23,409.46
2.A	House Demolition Subtotal (CC 20%)		\$16,300.00	\$19,560.00
2.B	City of Tigard burden cost for the Bull Mountain Park house removal Subtotal (CC 20%)		\$1,632.00	\$1,958.40
2.C	Friends of Bull Mountain Park burden cost for the Bull Mountain Park house removal Subtotal (CC 20%)		\$1,575.88	\$1,891.06
3	Toolshed (CC 20%)	TS	\$9,452.94	\$11,343.53
4	Soft Trail Extension 1,100 feet and two benches (CC 20%)	ST	\$17,126.00	\$20,551.20
5	ADA Access Trail, two Benches and One Picnic Table (CC 30%)	AT	\$17,468.88	\$22,520.74
6	Bathroom Shelter and Water Fountain (CC 20%)	OT	\$11,857.88	\$14,229.46
7	East Meadow soft trail, two benches, plant transplant and Trails and No poo sign (CC 20%)	OT	\$10,563.94	\$12,676.73
8	Overall Management and Admin (CC 20%)	AD	\$25,650.82	\$30,780.98
9	City of Tigard burden cost to support tasks 1 through 7 in the Bull Mountain Park (CC 30%)	UT	\$6,254.00	\$8,130.20

The abbreviation Keys are as follow

NP - Nature Play

PA - Picnic area and shelter, also referred to as, pavilion in this document

AT - ADA access trail

TS - Toolshed

ST - Soft trail

AD - Administration and Project Management (overall)

UT - Utilities

OT - Others

CC - Contingency Cost

The Overall Management and Admin costs for the six projects is 7.2% of the total budget of which the majority are In-kind, except the Tualatin River Watershed Council fees. Tualatin River Watershed Council receives 10% fiscal administration fees on any funding for the Friends of Bull Mountain Park projects. Any "funding" includes grants and donations, excluding the In-kind contributions. The Tualatin River Watershed Council Admin costs \$16,300.

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4.1 Priorities and phasing

1. The Nature play and picnic area design and cement constructions are preferred to be implemented at the same time to reduce cost and insure cohesive design.
2. Nature play area elements, picnic area contents, picnic area shelter, and other projects can be implemented in parallel based on resource availability and budget. The Friends of Bull Mountain Park volunteers vary and have diverse skills. The project managers will manage the project executions parallel activities.
3. The six projects deficit will empower the projects to be completed in phases and extended to 2016 and potentially subsequent year (dependent on the contingency budget impacts, if any). The Friends of Bull Mountain Park is preparing to apply for another Metro Nature in Neighborhood Grants during 2015 for 2016 funds.
4. The following outlines the projects priorities. All other projects are completed with In-kind contribution.
 - a) Nature Play and Picnic area
 - b) Picnic Area Shelter, Pavilion
 - c) Toolshed

5 Multiple benefits for people and nature

The Friends of Bull Mountain projects have multiple dimensions which benefit people and nature. The six projects foster great opportunities for children of all ages to enjoy, learn and come in contact with nature in a high residential area. Furthermore, Bull Mountain Park fosters an environment which supports a sustainable all natural corridors for Oregon native wildlife such as deer, coyote, humming birds, owls, and the list goes on.

Bull Mountain Park benefits do not stop at people and wildlife passage; the park is host to 100 ft. tall Oregon native trees, Phantom Orchids, various Mushrooms, lilies, and a lot more. We may even dare to say, we have not discovered all of the 10-acres treasures and assets, to-date.

Bull Mountain Park is a natural water source and water filter. The Westside creek and seasonal east side creek are water sources. The same creeks are rain run-off for the developed neighborhoods. The creeks are paramount not only to nature, they are critical for the developed residential homes stabilities and landslides erosions, and paved streets rain run-off.

Bull Mountain Park, although small in comparison with other parks, is a valued asset in the East Bull Mountain area. The park has six entrances, contains a central meadow, and a perfect hill top to view sunsets and sun rises in a highly populated residential area. The Bull Mountain Park provides a perfect place for nature learning, education center, a place for communities nearby to enjoy, and learn and connect to nature for all ages, young and young at heart.

Trails in the hills provide cardiovascular, pulmonary, and healthy activities for the park users to exercise and for being active.

In conclusion, let us summarize some of the Bull Mountain Park and how its development projects benefit people and nature.

- | | |
|--|---|
| - Education | - Contribute to the park development with reasonable financial impact |
| - Wildlife corridor | - Engage communities and citizens in great causes |
| - Oregon native flora and faunas sanctuary | - Meet the bond measure 34-181 education requirements for Bull Mountain Park |
| - Neighborhood natural sanctuary | - Augment the community nature involvement |
| - Water source | - Increase the community support for City of Tigard |
| - Water filter | - Grow the people support for the Tigard's Park and Recreation Advisory Board |
| - Endangered species protection | - Involve and support the local businesses more |
| - Healthy and active human life | - Being part and continuation of the City of Tigard walk trails |

The Appendix J, “Additional References”, contains supporting documentation and links to substantiate the “Multiple Benefits for People and Nature” information.

5.1 Workforce development and economics benefits

Friends of Bull Mountain Park are City of Tigard continue to commit to hiring local Oregon and minority owned organizations, work force, and volunteers, while using natural resources as much as possible. The projects will also provide job skill development as our new partner Oregon Womentrades joins the park development effort. The job skill development commitments will continue with Boy Scouts of America, National Honor Society, Key Club, and Tigard, Sherwood, Tualatin, Newberg, and Beaverton high schools.

5.2 Intentional programming and/or education

Bull Mountain Park provides a real life natural classroom in a highly residential area. The nature-play area and picnic pavilion will attract families to the park. However, instead of using commonplace school playground equipment, the children and their parents will be introduced to the forms, textures, and smells of the forest. The more elements of human five senses are engaged in the learning processes the more effective the learning and knowledge retention. Therefore; the most effective vehicles to teach and learn.

Bull Mountain Park’s existing well designed and sustainable soft trails are inviting to children and adults to explore nature, learn, teach (parents and grandparents with children, teachers and students outdoor classes), explore, feel, touch, see, smile, hear, and taste nature. The enhanced proposed ADA soft trail and Gaarde Street access reinforces more park users’ access, education, being active, and enjoying out door.

5.3 Build community cohesiveness, health and a sense of place.

Bull Mountain Park is surrounded by a diverse neighborhood that neighbors by choice and commitment. Health and community cohesion are indivisibly linked. Health tends to decline in communities where levels of interaction are low. Friends of Bull Mountain Park meet and hold events regularly. E.g., during 2013, Friends of Bull Mountain Park met regularly, coordinated, and executed more than 20 park events and celebrations. Similar and more activities were held during 2014 and will continue. The six proposed projects in the Bull Mountain Park will augment community cohesion while having access to nature play, picnic area, picnic pavilion, more soft trails, ADA access tails, and well-designed natural land scape.

5.4 Contracting with MWESBs

The Fiends of Bull Mountain Park is an equal opportunity group of volunteers, dedicated to diversity, minority-owned enterprises, women-owned enterprises, and emerging small businesses. The following are a few examples of the group dedication to equal opportunities.

- Half of the Friends of Bull Mountain Park officers are women and the Chairperson is a first generation American who became a US citizen in 1989.
- The Learning Landscapes Design is a small business, women owned, and one of the Friends of Bull Mountain Park partners.
- The Oregon Tradeswomen, Inc. is one of the Friends of Bull Mountain Park partners.

For more details refer to Appendixes D, E, and F.

6 Additional evaluation measures

The Metro Nature in Neighborhood Grants funds, if granted, are well needed cash to construct the Bull Mountain Park Nature Play, picnic area, and picnic area pavilion. The 2:1 match will be met with cash donations and In-kind. The natural material, volunteer contribution, and In-kind matching minimizes the construction costs.

6.1 2015 grant application cycle for 2016 funding

There are budget deficits. In addition, there are possibilities of 20% to 30% contingency budget increases. The Friends of Bull Mountain Park is preparing to apply for another Metro Nature in Neighborhood Grants during 2015 for 2016 funds.

6.2 Helping a neighborhood and community access nature

Bull Mountain Park, by design, has six entrances. The park users can access the centralized nature play, picnic area, picnic area pavilion, bathroom, water fountain, information bulletin board, pet waste bags, garbage cans, signs, and information. The 10-acre Bull Mountain Park, Westside green space, Eastside Greenfield trail extension, and the other entrances welcome park users to enjoy and experience Oregon native forest, flora and fauna. Education signs and arts will empower and aid the park users to experience the nature education while fostering a welcome and safe environment for children and children in heart.

6.3 Likelihood of projects success

The Friends of Bull Mountain Park six projects likelihood of success are multi-dimensional. Let us examine them one at a time.

1. Experience and commitment of applicant and partners

Refer to section "Partnership and community engagement" for detailed information that will support the likelihood of the projects success.

2. Project management plan

The six Friends of Bull Mountain Park's project plans will be detailed during the 1Q or 2Q 2015, depending on the availability of funds and Metro Nature in Neighborhood Grants application response.

3. Project timeline including fundraising, design development, permitting, bid/contract process, construction and community celebration

- Fundraising, Legacy donors are contacted and strategies are designed. Started Nov. 2014. Fully implemented 2Q2015.
- Design development, 2Q2015
- Permitting, 3Q2015
- Bid/contract process, 3Q2015 and potentially 4Q2015
- Construction, 4Q2015 and 1Q2016
 - In-kind projected started 4Q2014 and they will continue through the end.
- Community celebration
 - Often during the projects
 - Nature Play and Pavilion dedication, June 21 2016 (Bull Mountain Park 4th birthday - dedication)

4. Challenges identified

Six projects design and blue prints are not completed. Therefore, the construction costs are an estimate. Although we added 20% and 30% contingent budget plan, there are possibilities the cost will exceed the estimated budget. To manage the risk, the project manager will monitor the cost and communicate potential risks, as soon as possible.

Exhibit A of Co. 933914

The potential risk mitigation can be to exercise the stepwise construction model, if needed. For example, complete the nature play elements (play items) and / or pavilion during multiple phases.

Fundraising is a mixture of art, science, marketing, sales, and public relations. Although we have identified strategies and have fundraising plans, there is a possibility that the funds will arrive later than expected. The mitigation plans are to explore other grants and resources to raise the needed matching donations.

5. Secured matching funds and/or reasonable fundraising goals

In addition to committed and pledged donations and support, the Friends of Bull Mountain Park has the following plan to secure and ensure fundraising goals success.

The Tualatin River Watershed Council is the Friends of Bull Mountain Park fiscal sponsor. Together, we have a well-established process in place to collect donations, process the acknowledgement, and provide written tax receipts.

The donor levels are identified as Legacy, \$10,000 and up, Visionary \$5,000 and up, and Patron \$250 and up. The donors approach and recognition are personalized to their level of donations.

For more details about fundraising refer to Appendix H.

The Friends of Bull Mountain Park, City of Tigard, Tualatin River Watershed Council, Tigard Park and Recreation Advisory Boards, and the community have worked diligently to apply for the Metro Nature in Neighborhood Grants. Our sincere hopes are that the review committee will respond positively to the six projects capital investment and assist us to bring them to reality.

Your consideration is genuinely appreciated.

7 Appendix A – Site maps

7.1 Bull Mountain Park site maps

Property Summary

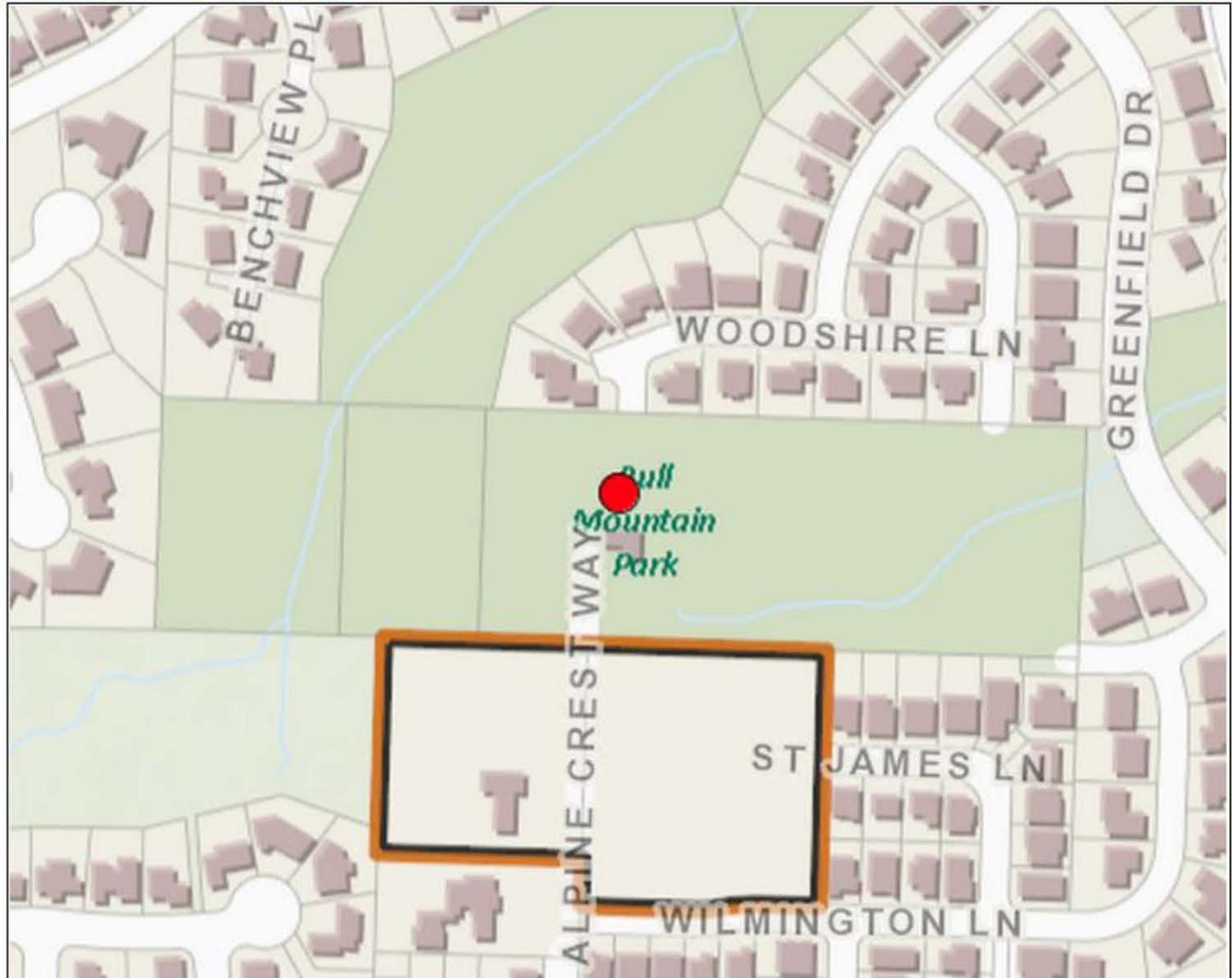
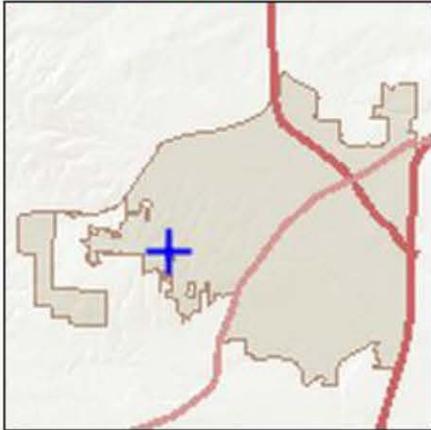


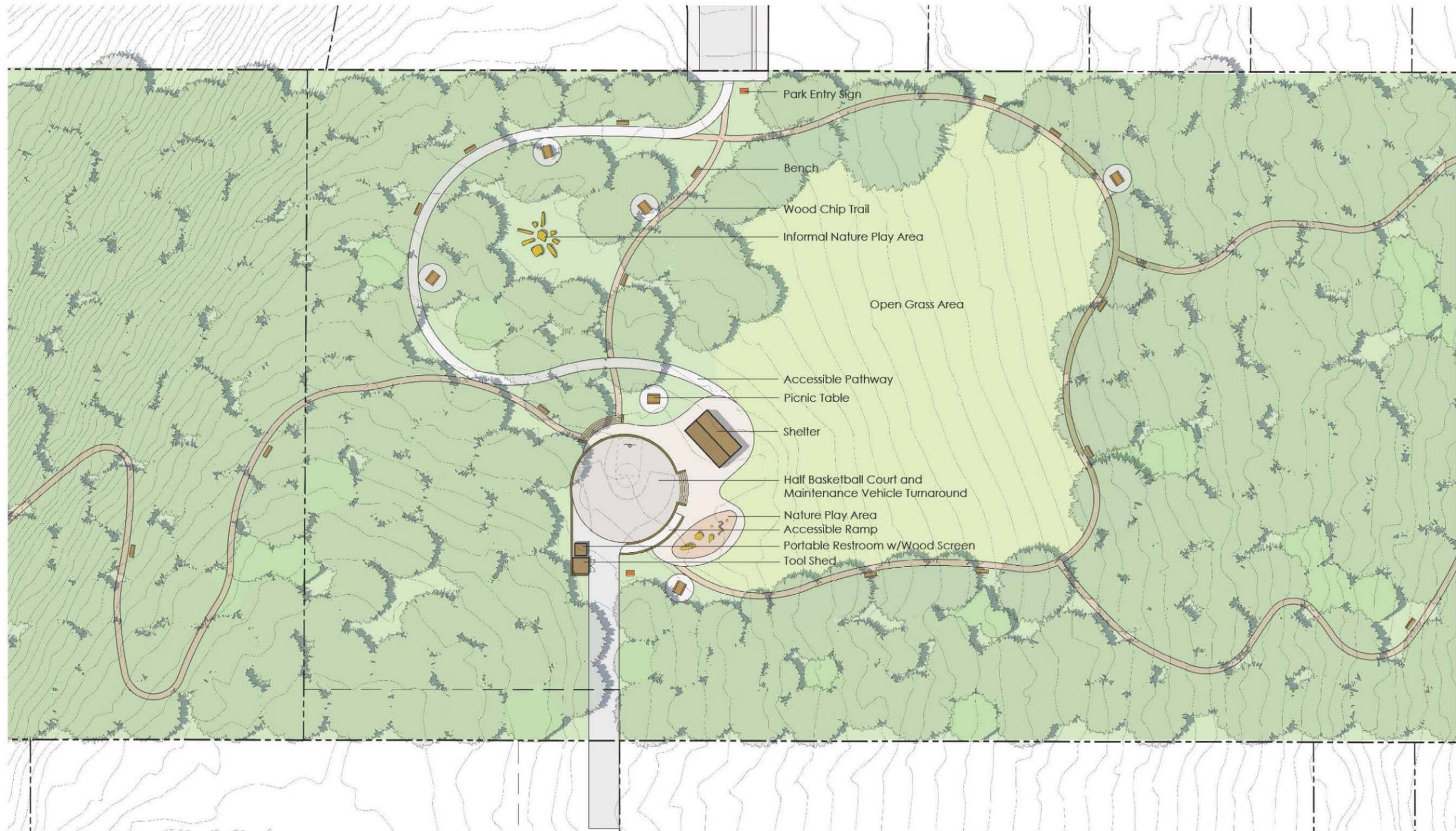
Exhibit A of Co. 933914

7.2 To-date site map

To-date Bull Mountain Park features, soft trails, and entrances are as follow. The Bull Mountain Park soft trails start at multiple (6) entrances: **SW Alpine Crest Way** (Service Vehicle Entrance), SW Greenfield Drive, SW Benchview Place, SW Woodshire, SW Fernridge Terrace, and SW Ridgefield Ln.



Exhibit A of Co. 933914
Meadow and Main Entrance Area Map



Note:
This conceptual site plan is based on the existing, 2-foot GIS topographic data (as shown). Future concept plan refinements and detailed design development will require a site-based topographic survey, which may necessitate alterations to account for slopes and engineering.

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET**

PROFESSIONALSERVICES COSTS				
<ul style="list-style-type: none"> · Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors. · Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management). · Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable. · Agency & non-profit personnel time cannot exceed 10% of the grant request. · Volunteers specifically doing project installation should be included in this section. 				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff (Internal PM)				\$0.00
3. Consult.(master plan/design)				\$0.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				
1. Non-profit staff	\$6,800.00			\$6,800.00
2. City of Tigard staff time est		\$13,893.90		\$13,893.90
3. Consultants/Lango Hansen	\$10,100	\$2,170.00	\$10,909.00	\$23,179.00
4. Land Survey	\$5,460			\$5,460.00
4. FOBM coordination		\$35,197.35		\$35,197.35
5. Volunteer trail building		\$31,643.84		\$31,643.84
Total for Professional Services	\$22,360.00	\$82,905.09	\$10,909.00	\$116,174.09

CONSTRUCTION COSTS				
	financial match	in-kind match	grant request	TOTAL
A. Site Construction Costs				
1. House demolition & clearing		\$23,409.46		\$23,409.46
2. Site prep and grading		\$32,500.00		\$32,500.00
3. Concrete paving & curbs	\$20,000.00		\$17,273.00	\$37,273.00
C. Improvements/materials				\$0.00
1. Nature Play - contractor installation and volunteers	\$ 35,157.00	\$26,000.00	\$36,312.00	\$97,469.00
Materials/services provided by City		\$12,000.00		\$12,000.00
2. Picnic shelter			\$50,000.00	\$50,000.00
3. Signage				\$0.00
4. Picnic tables		\$4,050.40		\$4,050.40
3. Toolshed		\$5,082.00		\$5,082.00
4. Soft surface trails (all of them)		\$2,988.00		\$2,988.00
5. ADA access trail		\$20,000.00		\$20,000.00
6. Benches - six		\$8,759.60		\$8,759.60
7. Bathroom shelter/water fountain		\$10,639.20		\$10,639.20
8. Native plant transplanting		\$2,616.00		\$2,616.00
E. Permits				\$0.00
				\$0.00
Total for Construction Costs	\$55,157.00	\$148,044.66	\$103,585.00	\$306,786.66

ADMINISTRATION				
Fiscal Administration at 10%	\$0.00	\$0.00	\$11,449.00	\$11,449.00
Total for Administration	\$0.00	\$0.00	\$11,449.00	\$11,449.00

TOTAL PROJECT COSTS	\$77,517.00	\$230,949.75	\$125,943.00	\$434,409.75
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BULL MOUNTAIN NATURE PARK MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into by and between the City of Tigard (“City”), an Oregon municipal corporation and Friends of Bull Mountain Park (“FBMP”), an Oregon non-profit corporation, hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City of Tigard owns Bull Mountain Park (“Park”), as shown in Exhibit 1, which is designated by the City as a neighborhood park; and

WHEREAS, the City has completed a concept plan of the Park (“Concept Plan”), which included public input from the community in the process; and

WHEREAS, FBMP desires to see the Park developed in accordance with the City’s Concept Plan; and

WHEREAS, Metro awarded FBMP a grant as part of Metro’s Nature in the Neighborhoods Capital Grants program to develop the Park and has entered into an agreement with Metro regarding use of the grant funds (“Grant Agreement”); and

WHEREAS, the City has agreed to be the Government Sponsor for purposes of FBMP’s grant and has entered into a separate agreement with Metro (“Government Sponsor Agreement”); and

WHEREAS, pursuant to the Grant Agreement, FBMP will manage funds from Metro to develop the Park and is responsible for identifying matching funds and making all improvements to the Park; and

WHEREAS, pursuant to the Government Sponsor Agreement, the City will designate all structures as capital assets of the park (“Park Assets”) and assume maintenance responsibilities for the structures; and

WHEREAS, the City and FBMP desire to develop a useful neighborhood park which benefits the neighbors of the park and all Tigard citizens.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the Parties as follows:

1. Scope of Work. FBMP agrees to design and construct the Park Assets, including but not limited to a nature play area, trails, and other recreational facilities at the Park as set forth in the Scope of Work, included as Exhibit A to the Grant Agreement and attached to and made part of this Agreement as Exhibit 2.

2. Term of Agreement. The term of this Agreement shall be for a period commencing upon contract execution through and including April 30, 2017. Should Metro agree to extend the Grant Agreement with FBMP, the City and FBMP agree to extend this Agreement for a like period of time.
3. Financial Obligations. FMBP is solely responsible to Metro, pursuant to the Grant Agreement, for its financial obligations to Metro associated with the development and construction of the Park Assets. The City's financial obligation for the Park Assets only commences after the City has accepted the Park Assets pursuant to Section 5.4 of this Agreement.
4. FBMP Obligations. FMBP shall:
 - 4.1 Obtain approval from City's project coordinator for design and development of the Park. Approval shall be required at 30%, 60%, 90%, and 100% completion for the design phase as well as for any significant changes to the approved design.
 - 4.2 Regularly meet with City's project coordinator as requested by the City.
 - 4.3 Timely obtain all applicable City approvals and permits for the Park Assets, which may include development, engineering, and building permits.
 - 4.4 Track all hours and donations of volunteers and provide records to City.
 - 4.5 Provide construction documents to the City for documentation and as-builts upon completion of the Park Assets or as requested by the City.
 - 4.6 Provide all costs and expenses to the City to develop true asset costs upon completion of the Park Assets or as requested by the City.
 - 4.7 Provide any other information reasonably requested by the City in order for City to meet its obligations in the Government Sponsor Agreement.
5. City Obligations. City shall:
 - 5.1 Provide in-kind support with field staff during the design and construction phases, as the City determines personnel are reasonably available.
 - 5.2 Track all City personnel and contractor time and material costs associated with development and construction in the Park.
 - 5.3 Assign a project coordinator to assist FBMP throughout the process. The project coordinator shall help facilitate meetings between the City and FBMP, advise FBMP as to City standards and policies associated with the work at the Park, and assist FBMP with obtaining all necessary permits and approvals. As of the execution of

this Agreement, Greg Stout shall be the project coordinator. The City may change the project coordinator without amending this Agreement upon written notice to FBMP.

- 5.4 Upon final completion of the Park Assets and acceptance of the Park Assets by the City, the City agrees to maintain the Park Assets in the same manner as other City park assets are maintained. The City's acceptance of the Park Assets shall not be unreasonably withheld. This Section 5.4 shall survive the expiration or termination of this Agreement.

6. Liability and Indemnity; Independent Contractor.

- 6.1 This Agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold harmless the other Party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the Parties under this Agreement.

- 6.2 FBMP shall be an independent contractor for all purposes. Under no circumstances shall FBMP be considered an employee of City. FBMP shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. FBMP is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work; and for meeting all other requirements of law in carrying out this Agreement.

7. Insurance. Insurance must cover FMBP's operations under this Agreement, whether such operations are by FMBP or by any subcontractor.

- 7.1 FBMP. FBMP shall purchase and maintain at its expense the following types of insurance:

- 7.1.1 Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per

occurrence. The policy must be endorsed with contractual liability coverage. City, its elected officials, officers, agents, and employees shall be named as an additional insured.

7.1.2 Workers' compensation coverage in such amount as complies with Oregon law.

7.2 Subcontractors: FBMP shall ensure that any subcontractor maintains, at its expense, the following types of insurance:

7.2.1 Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$2,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. City, its elected officials, officers, agents, and employees shall be named as an additional insured.

7.2.2 Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. City, its elected officials, officers, agents, and employees shall be named as an additional insured. Notice of any material change or policy cancellation shall be provided to City thirty (30) days prior to the change.

7.2.3 Workers' compensation coverage in such amount as complies with Oregon law.

8. Termination. City may terminate this Agreement at any time if City reasonably determines FBMP has failed to comply with any provision of this Agreement and is therefore in default. Prior to terminating this Agreement, City shall provide FBMP the reason(s) that City has concluded that FBMP is in default and includes a description of the steps that FBMP shall take to cure the default. FBMP shall have thirty (30) days from the date such notice is received to cure the default or make reasonable progress towards cure, as determined by the City.

9. Modification of Agreement. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties.

10. Excused Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than

the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the Party to be excused.

11. Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.
12. Counterparts; Facsimile Execution. This Memorandum of Understanding may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or e-mail signatures shall operate as original signatures with respect to this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

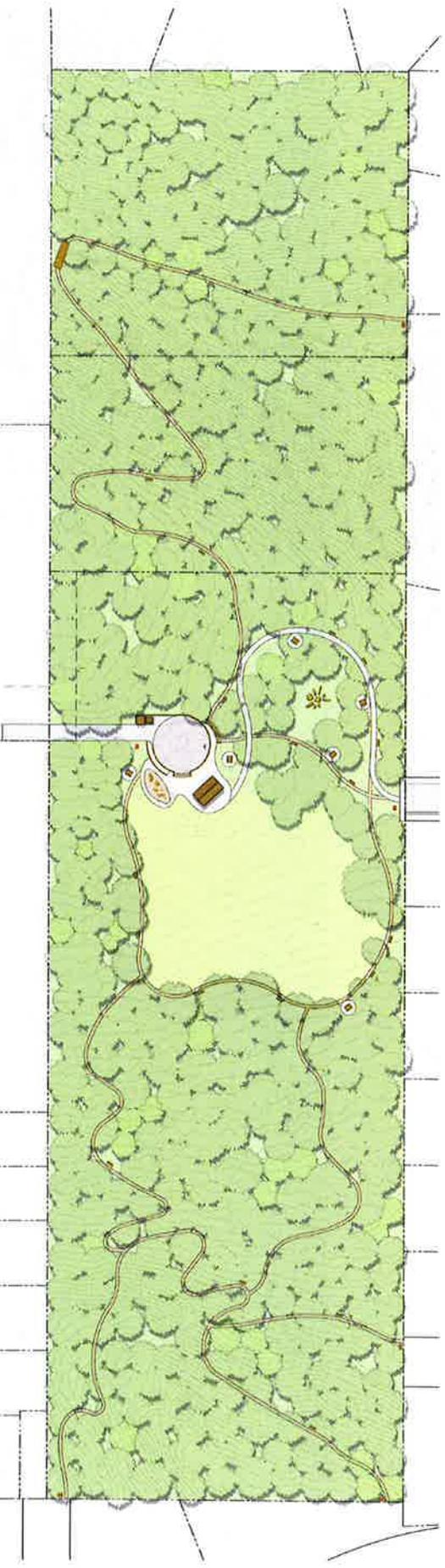
CITY: CITY OF TIGARD, a municipal corporation

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

FBMP: FRIENDS OF BULL MOUNTAIN PARK, an Oregon nonprofit corporation

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

Exhibit 1
Park



Note:
This conceptual site plan is based on the existing, 2-foot GIS topographic data (as shown). Future concept plan refinements and detailed design development will require a site-based topographic survey, which may necessitate alterations to account for slopes and engineering.

EAST BULL MOUNTAIN PROJECT

CONCEPTUAL SITE PLAN



CITY OF TIGARD

08.22.2013



ARCHITECTS



Note:
 This conceptual site plan is based on the existing, 2-foot GIS topographic data (as shown). Future concept plan refinements and detailed design development will require a site-based topographic survey, which may necessitate alterations to account for slopes and engineering.

EAST BULL MOUNTAIN PROJECT

CONCEPTUAL SITE PLAN



CITY OF TIGARD

08.22.2013



LANDSCAPE ARCHITECTURE

Exhibit 2
Scope of Work

Scope Of Work – Exhibit A

Metro Contract No. 933913

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Bull Mountain Nature Park
- II. Grant Recipient contact: Toraj Khavari
Friends of Bull Mountain Park
13293 SW Woodshire Lane
Tigard, Oregon 97223
503-706-3548
Toraj.khavari@gmail.com
- III. Government sponsor contact: Steve Martin
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
503-718-2583
Steve@tigard-or.gov
- IV. Budget at time of award
- | | |
|------------------------|-----------|
| Grant award | \$125,943 |
| Financial match | \$ 77,517 |
| In-kind match | \$230,950 |
| Total cost of project: | \$434,409 |
- V. Project location Bull Mountain Park - 13950 SW Alpine Crest, Tigard, Oregon 97223. And Morningstar and Gaarde Connection.
- VI. Scope of Work
This scope of work specifies the work and requirements Friends of Bull Mountain Park and the City of Tigard shall undertake as part of Metro's Nature in Neighborhoods Capital Grants program grant award. Except as modified or added to herein, the original grant application (see Attachment 1) sets forth the Scope of Work.
- The project budget is revised as indicated in Attachment 2.
 - As the designs for the nature play area and trails are finalized, grant funds that are not needed as projected in a budget line item may be applied toward other budget line items described in the budget within Attachment 2, with Metro's approval.
 - Implementation of the project scope is revised to include two distinct phases as described below.
 - The Grant Recipient and Government Sponsor shall develop an approach to protecting rare and sensitive plant species within the Nature Park from construction impacts. E.g., *Cephalanthera austiniae*, also known as, phantom orchid and snow orchid.

Scope Of Work – Exhibit A

- The deliverables of the project has been divided into the following two phases. Prior to beginning the second phase, Metro must review the deliverables of the first phase and give notice to proceed. Metro review shall complete within 20 work days after the phase one project completion notice.

Phase One will include the completion of the following elements:

- Consultant services for community engagement, park design and construction documents, including a land survey
- Construction of the picnic shelter and installation of picnic tables
- Design of the trail system to Gaarde Street from SW Morningstar Water Quality's access area
- Installation of Gaarde Street trails. This element does not need to be completed before starting on the Phase Two elements. However, matching funds or in-kind support for the trails must be secured in order to ensure that the resources are available to complete this element.

The following elements have been constructed since Metro Council's approval of this grant award on July 9, 2015. The financial expenses and in-kind donations associated with these elements can be used to meet the matching requirements of this contract.

- House demolition
- Construction of the toolshed and restroom shelter
- Construction of concrete picnic pads
- Installation of three benches and soft trails between two benches
- Cost associated with securing design consultant and initial design consultant work.

Deliverables:

- Metro to review preferred design alternative for the park to ensure that the final design remains consistent with the goals of the Nature in Neighborhoods Capital Grant award.
- Progress report: In addition to the progress report elements described below, the Grant Recipients shall report on the following:
 - Description of the approach to protecting sensitive species
 - Description of community engagement in design and the preferred alternative
 - Fundraising status for Phase Two
- Documentation of all expenses, in-kind donations and volunteer time including consultant invoices, volunteer tracking spreadsheet, City of Tigard staff time documents, and documentation of the value of in-kind donations from the donors.

Phase Two will include the following elements

- Site preparation and grading for Nature Play and ADA Trail/s
- Nature play area
- ADA trail/s
- Water fountain

Scope Of Work – Exhibit A

Deliverables:

Documentation of all expenses, in-kind donations and volunteer time including consultant invoices, volunteer tracking spreadsheet, City of Tigard staff time documents, and documentation of the value of in-kind donations from the donors.

Publicity

As provided in Section 5 of the Intergovernmental Agreement, Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Nothing herein shall prohibit Grant Recipient from also recognizing other funding sources for the Project.

VII. Reporting Requirements:

- a. Bi-Annual Progress Reports: At the end of Phase One, Grant Recipient shall provide to Metro a progress report, documenting the status of the Project at least every six months or at the completion of one of the phases described above. A progress report shall be included with every reimbursement request submitted by Grant Recipient and when the Project benchmarks identified above are met.
- b. All progress reports shall provide the following details: an account of the work accomplished to date, a statement regarding Grant Recipient's progress, a statement as to whether the Project is on schedule or behind schedule, a description of any unanticipated events. All progress reports submitted by Grant Recipient shall be in the Progress Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.
- c. Final Report: Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, Project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and data on success indicators defined below. The final report submitted by Grant Recipient shall be in the Final Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.

I. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of ONE HUNDRED TWENTY-FIVE THOUSAND, NINE HUNDRED FORTY-THREE AND 00/100TH DOLLARS (\$125,943).

Scope Of Work – Exhibit A

- b. Payments will be processed as reimbursement for costs incurred and paid by the Grant Recipient.
- c. **RETAINAGE:** Metro will reserve as retainage from any reimbursement payment an amount equal to five (5%) percent of the requested reimbursement amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and the final report is received by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment.
- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
ATTN: ORIANA QUACKENBUSH
600 NE GRAND AVE
PORTLAND OR 97232-2736

- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net Fifteen (15) day basis upon approval of reimbursement request.

II. Success Indicators

Grant recipient agrees to monitor the Project for three consecutive years following the completion of the Project and Grant Recipient agrees to report the following information to Metro upon completion of the Project.

1. Final report/s indicating the completion of the following deliverables.
 - Complete design drawing and documentation
 - House demolition
 - Picnic Shelter and Tables
 - A toolshed
 - A Restroom shelter
 - Concrete picnic pads and table per pad
 - Two benches and soft trails between them
 - One added bench in west trail
 - A Morningstar and Gaarde connection soft trail

Scope Of Work — Exhibit A

- Site prep and grading for Picnic Shelter, Nature Play and ADA Trail/s areas
 - Nature play area
 - ADA trail/s
 - Water fountain
2. City of Tigard staff acceptance of all improvements
 3. Commitment from the City of Tigard to maintain the improvements according to a documented maintenance plan

AIS-2497

3. B.

Business Meeting

Meeting Date: 02/23/2016

Length (in minutes): Consent Item

Agenda Title: Metro IGA for Tigard Triangle Grant Award

Prepared For: Susan Shanks **Submitted By:** Susan Shanks,
Community
Development

Item Type: Motion Requested **Meeting Type:** Consent
Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Should the city enter into an Intergovernmental Agreement (IGA) with Metro for \$145,250 in Community Planning and Development Grant (CPDG) funds for the purpose of implementing the Tigard Triangle Strategic Plan?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that Council agree to enter into an IGA with Metro for the purpose of receiving CPDG funds to implement the Tigard Triangle Strategic Plan. Staff also requests that Council direct the City Manager to sign an IGA that is substantially similar to the one that is attached to this report pending final negotiations with Metro.

KEY FACTS AND INFORMATION SUMMARY

At its February 16 meeting, staff briefed Council on the attached IGA, which formally acknowledges the Metro CPDG award, describes the funding terms, and summarizes the city's performance responsibilities. Staff also briefed Council on Exhibit A of the IGA, which identifies the milestones, deliverables, and reimbursement schedule specific to this grant award.

City and Metro staff are still negotiating the exact wording of some of the deliverables and associated grant payment dates. However, staff is confident that it will be substantially similar to the document attached to this report. Staff is requesting Council's approval to enter into this IGA with Metro now, pending the resolution of these final negotiations, so as not to delay the project moving forward as scheduled.

As a reminder, the key deliverables included in Exhibit A are as follows:

- Lean Code Amendments
- Streetscape Design Plan
- Opportunity Site Analysis
- Urban Renewal Plan
- Urban Renewal Educational Campaign and Rebranding Strategy

The Lean Code Amendments are being paid for out of city funds and are part of the city's local grant match. The remainder of the deliverables will be funded by the Metro CPDG award with the assistance of a consultant team. Staff intends to brief Council on a consultant team contract award at their upcoming March 8 meeting. Any future contract award will be contingent upon the city entering into this IGA with Metro.

OTHER ALTERNATIVES

Council may choose not to enter into this IGA with Metro. This would not affect the Lean Code project, but it would result in either delaying or abandoning the other aspects of this project.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Council Goal 3: Adopt and Begin Implementation of Tigard Triangle Strategic Plan
Approved Plan: Tigard Triangle Strategic Plan adopted March 2015

DATES OF PREVIOUS CONSIDERATION

Council directed staff to submit a CPDG application to Metro in June 2015.
Staff briefed Council on the Metro CPDG IGA on February 16, 2016.

Attachments

Final Draft IGA

**CONSTRUCTION EXCISE TAX GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Tigard
Tigard Triangle Walkable Suburban Development Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“Agreement”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Tigard (“City”), located at _____, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a CET Grant Request (“Grant Request”) for the Tigard Triangle Walkable Suburban Development Project (“Project”); and

WHEREAS Metro has agreed to provide the City CET Grant funding for the Project in the amount of \$145,250, subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the City for the Project as broadly described in the City’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein, subject to the terms and conditions in this Agreement. In the event of a conflict between Exhibit A and Exhibit B, Exhibit A shall govern.
2. City Responsibilities. The City shall perform the Project as broadly described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 15-4640. The City shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the City shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A. In the event of a conflict between Exhibit A and Exhibit B, Exhibit A shall govern.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the City shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the City’s invoice and supporting documents, and

subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

City of Tigard
_____ Department
Attention: _____

4. Funding Provisions.

(a) CET Funds. Metro’s funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the City as of the effective date of the court order. In such case the City shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

5. Project Records. The City shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this Agreement, as well as records and documentation relating to the \$158,000 financial match being provided by the City for the Project. The City shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended, including records demonstrating how City matching funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the City that are directly related to this Agreement, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all City records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the City and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

7. Term. This Agreement shall be effective on the date it is executed by both parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

8. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

9. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

10. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the City or Metro, respectively.

Metro

City of Tigard

By: _____
Martha Bennett

By: _____

Title: Metro Chief Operating Officer

Title: City Manager

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Alison R. Kean

By: _____

Title: Metro Attorney

Title: City Attorney

Date: _____

Date: _____

Attachments:

Exhibit A – Milestones and Deliverables Schedule

Exhibit B – City’s Grant Request

Exhibit A

IGA for Community Planning and Development Grants funded with CET Tigard Triangle Walkable Suburban Development

Milestone and Deliverables Schedule for Release of Funds

Milestone	Deliverable	Date Due*	Grant Payment
1	Execution of CET Grant IGA a) Signed IGA document	Feb 29, 2016	\$0
2	Lean Code Development a) Stakeholder Engagement b) Draft Code and Related Amendments c) PC and CC Briefings d) Public Review & Comment	Oct 31, 2016	\$0
3	Lean Code Adoption a) Public Notice & Comment b) PC and CC Hearings c) CC Adoption	Dec 31, 2016	\$0
4	Urban Renewal Plan Development a) Urban Renewal Plan b) Opportunity Site Analysis c) Streetscape Design Plan d) Stakeholder Engagement e) TAC and CAC Review & Comment f) PC and CC Briefings g) Public Review & Comment h) Midterm progress report	Dec 31, 2016	\$105,250
5	Urban Renewal Plan Adoption a) Public Notice & Comment b) PC & CC Hearings c) CC Adoption	Jan 31, 2017	\$0
6	Urban Renewal Campaign & Rebranding Strategy a) Campaign and Rebranding Strategy b) Campaign and Rebranding Materials c) Campaign and Rebranding Implementation d) Urban Renewal Public Vote (May 16, 2017) e) Final Progress Report with performance measures	Jul 31, 2017	\$40,000
7	Next Steps [only necessary if Urban Renewal public vote fails]	Nov 30, 2017	\$0

	a) Voting Analysis (including likely cause(s) of failure) b) Alternatives Analysis & Recommendation(s) c) CC Briefing(s) d) CC Direction e) Final Progress Report with performance measures		
TOTAL REIMBURSABLE AMOUNT			\$145,250**

* Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.

** If the Grant contained any Funding Conditions, Grantee shall demonstrate satisfaction with those conditions at the applicable milestone or deliverable due dates.

Note:

City of Tigard financial match = \$67,500. City of Tigard in-kind match = \$90,500.

Acronyms:

PC = Planning Commission

CC = City Council

TAC = Technical Advisory Committee

CAC = Citizen Advisory Committee

Exhibit B

Community Planning and Development Planning Grant Cover Sheet

Check one:
 Letter of Intent
 Full Application

Project Name	Tigard Triangle Walkable Suburban Development	Applicant Organization	City of Tigard
Contact Name	Cheryl Caines, Associate Planner	Address	13125 SW Hall Blvd.
Phone	(503) 718-2437	Fax	503-684-7297
Email	cherylc@tigard-or.gov	Fed. Tax ID #	93-0503940

Fiscal Agent Organization (if different from applicant) _____

Contact Name	_____	Address	_____
Phone	_____	Fax	_____
Email	_____		

Project Location Description (25 words or less)

The Tigard Triangle is seven miles south of downtown Portland, just east of Downtown Tigard, and bound by Interstate 5, Highway 217, and Highway 99W.

Project Summary (50 words or less)

This application is offered as an investigation of walkable, mixed use development feasibility within the Tigard Triangle that leads to identification of optimal sites, partnerships, and development tools to facilitate such development and transforms the Triangle's image from a suburban/commuter area to a mixed-use/pedestrian-oriented district that supports regional housing.

CPDG funding request	\$	145,250	If submitting more than one proposal, please rank this proposal in order of priority	Metro Council District of Project
Total project cost	\$	303,340		

We, the undersigned, attest that to the best of our knowledge the information in this application is true and that all signatories have authorization to submit this grant application to Metro's Community Planning and Development Grants Program.

Applicant	Organization Name	City of Tigard	
	Printed Name	Kenny Asher, Community Development Director	
	Signature		Date
Fiscal Agent	Organization Name	_____	
	Printed Name	_____	
	Signature	_____	Date

To ensure complete letter of intent or full application, please see section 2 of the CPDG Application Handbook for a complete list of necessary documents for submittal.

May 27, 2015



Martha Bennett, Metro Chief Operating Officer
Community Development and Planning Grants, *Attn: Gerry Uba*
600 NE Grand Avenue
Portland, OR 97232

Re: Community Planning and Development Grant Application-Tigard Triangle

Dear Martha,

On behalf of the City of Tigard and the Tigard City Council, I am pleased to submit this grant application to complete pre-development activities within the Tigard Triangle. The Tigard City Council authorized the application by resolution on May 26, 2015.

The Tigard Triangle project is for pre-development feasibility assistance that will lead to:

- Adoption of a new “Lean Code” that emphasizes design and is largely form-based, is efficiently administered and results in development that contributes to the district’s strong and clear pedestrian orientation;
- Identification of optimal sites, partnerships and development tools to facilitate a mixed-use, walkable development patterns in the district, and completion of pre-development activities for a walkable, mixed-use project on at least one site;
- Utilization of urban renewal as a tool to encourage this development pattern; and
- Re-branding of the Triangle from a “drive-to” big box and office center to a pedestrian-oriented, mixed-use district.

This project will build upon the Tigard Triangle Strategic Redevelopment Plan (*completed March 2015*) which details the long-range vision for the Triangle. The plan includes a diverse mix of uses, improved connectivity for all travel modes and an enjoyable walking environment. Implementation strategies were also identified in the plan, and several are part of the proposed grant application - including the drafting and adoption of new Triangle code regulations, identification of catalyst sites and consideration of urban renewal as a funding tool for needed infrastructure.

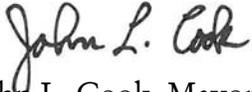
The City of Tigard is dedicated to transforming the Triangle’s development capacity and changing the area into a walkable, mixed-use district. With Metro's assistance, this project will establish a new

development pattern in the Triangle that aligns with Tigard's vision for the role the Triangle will play as part of the Tigard Town Center.

This grant application is one of two requests the city has for CET grant funds. The Tigard Triangle Walkable Suburban Development project is our second highest priority.

If you have questions concerning this application, please contact Community Development Director Kenny Asher at 503-718-2443 or KennyA@tigard-or.gov.

Sincerely,

A handwritten signature in black ink that reads "John L. Cook". The signature is written in a cursive style with a large initial "J".

John L. Cook, Mayor
City of Tigard



Tigard Triangle Walkable Suburban Development Implementation Community Planning & Development Grant Application *June 1, 2015*

PROJECT NARRATIVE

A. Project Description

The Tigard Triangle Community Planning and Development project will support pre-development assistance that:

- Prepares and adopts a new “Lean Code” that emphasizes design and is largely form-based, is efficiently administered and used, and results in development that contributes to the district’s strong and clear pedestrian orientation
- Identifies optimal sites, partnerships and development tools to facilitate a new, walkable development pattern in the district
- Completes predevelopment activities for a walkable mixed use development project on at least one site.
- Examines urban renewal as a tool to encourage this development pattern
- Rebrands the Triangle from a “drive-to” big box and office center, to a pedestrian-oriented, mixed use district

The following is a detailed work plan describing project goals and expected outcomes, and work products to be produced as a result of work by the City and through proposed grant funding. Attachment 1 shows the Tigard Triangle district, and Attachment 2 sample photos of the area.

1. A Lean Code for the Tigard Triangle-Milestone 1

The City intends to develop implementing regulations that will foster development of a walkable and interconnected community within the 450-acre area known as the Tigard Triangle. The Triangle is an existing plan district that has struggled to develop as originally envisioned with a mix of uses and a strong pedestrian/bikeway system. Having just completed a community-supported concept plan update, the *Tigard Triangle Strategic Redevelopment Plan*, focus now turns to implementation and modification of city regulations. Three principal objectives are sought:

1. Design: New development in the Tigard Triangle will result in a walkable community where people enjoy healthy and interconnected lives. This primarily means incentivizing and requiring the development of streets, blocks, buildings, landscaping and access-ways that usher in a highly walkable environment for Triangle residents, workers, and visitors.
2. Process: The new code will enable development to occur without lengthy review time or undue expense. The code should be largely form-based, simple to understand, grounded in common sense, and supportive of entrepreneurial development and small, local enterprise.
3. Results: By implementing a “lean” code, a mixture of development projects should be incentivized, including temporary uses to demonstrate new ideas for using land and establishing the Tigard Triangle as an exciting place and burgeoning community. A key feature of the new code will be its appeal to developers, builders and property owners even with its rigorous pedestrian orientation.

Task 1.1. Establish Public Involvement Process

- Prepare and execute public involvement plan
 - Re-engage stakeholders active in the *Tigard Triangle Strategic Redevelopment Plan*
 - Seek opportunities to build relationships and bring new viewpoints to the project
 - Build support from people who are invested in the Triangle or want to help shape the community
- Ensure that the vision and plans are inclusive of the communities represented here

Task 1.2. Background Research

- Review existing plans, reports and other documents
- Identify lean code examples and precedents
- Identify options for efficient code administration

Task 1.3. Develop Lean Code Elements:

- Pedestrian Oriented Streets - Some building sites face conflicts between providing building frontage along key pedestrian streets and at prominent corners, while still allowing for parking. Design standards are needed to make all streets pedestrian friendly while still allowing for parking, automobile access and development feasibility.
- Connectivity - There is a lack of pedestrian connectivity between existing developments as well as an incomplete street/sidewalk system that makes it difficult to move through the Triangle without traveling by car. Implementation will need to ensure that pedestrian connections are made between developments and within large development sites.
- Transportation - Existing parking standards do not support a walkable, mixed-use style of development and so are expected to change. However, the area has limited transit service and is difficult to reach by biking or walking from other areas. The Triangle’s location offers easy auto access and is attractive to employers/businesses for that reason. Parking requirements need to acknowledge the transitional nature of the district without perpetuating over-reliance on vehicle travel.
- Flexibility - Natural features, topography, and existing development patterns sometimes do not allow for strict adherence to the code. Flexibility is needed in design standards to accommodate these factors.
- Existing Small Lots - Several areas of the Triangle were historically residential with single family homes on small lots. These homes and small lot pattern remain, resulting in large areas under multiple ownerships. Existing codes and regulations discourage small scale development. Yet to achieve a critical mass of people in the district, development at all scales is desired. At the same time, development projects cannot be disconnected from one another nor from the public realm.
- Commercial Bottom Floor - Mixed use development is allowed but not currently required within the Triangle. However, the City is seeking a way to encourage commercial uses or commercial ready space on ground level floors in key areas. Other parts of the city suffer for the disaggregation of uses and the resulting need for automobile use. This pattern should not be repeated in the Triangle if it can be avoided.
- Parks/Open Space/Trails - The Triangle plan identifies parks, trails and open spaces as key elements for a successful implementation. The city will seek opportunities to purchase and develop these amenities.
- Red Rock Creek - A key feature of the plan is the Red Rock Creek trail. The development code currently only requires dedication of trail easements within the 100-year floodplain. A strategy is needed to address dedication for trails in more areas than just floodplain.

Task 1.4. Draft the Lean Code and Other Amendments

- Prepare draft code sections and graphics
- Prepare amendments to other Code sections as needed

Task 1.5. Lean Code Adoption

- Planning Commission hearings and decision
- City Council hearings and adoption

2. Catalytic Opportunity Sites and Pre-Development Analysis-Milestone 2

Certain developments occasionally can serve a catalytic role. That is, a development could be the first project of its kind to demonstrate the viability of a particular development type, it could be of a large scale that has the potential to change the character of a part of the Triangle, or it could be large enough to justify major infrastructure investments that in turn serve as incentives for subsequent projects in the vicinity. Catalyst projects tend to be “pioneering” in that there is little to no local precedence for the project and, therefore, they often require some financial assistance or other type of public-private partnership. Private development in the Triangle that meets these criteria may be appropriate for more direct involvement by the City. This grant element will identify optimal sites, partnerships and development tools to facilitate a new, walkable development pattern in the district, and will

complete a more detailed pre-development feasibility and financial strategy for a selected site leading to a development agreement.

Task 2.1. Identify Optimal Sites

- A preliminary list of sites has already been identified (See Attachments 3 and 4)
 - PacTrust site (11626 SW Pacific Hwy.)
 - Specht site (multiple addresses near SW 69th Ave. and Clinton St.)
 - Lampus site (multiple addresses on SW 72nd Ave. between Clinton and Dartmouth)
 - Tran site (12465 SW 72nd Ave.)
- Develop evaluation criteria such as size, location, value, physical suitability, developer interest, availability
- Prepare a preferred development program or programs for each site consistent with the Tigard Triangle Strategic Redevelopment Plan
- Evaluate identified and other sites against criteria
- Select 3-4 sites for further study

Task 2.2. Preliminary Site Analysis and Development Concepts

- Analyze any environmental constraints using known sources
- Prepare massing diagrams for each site using preferred development program(s)
- Develop order of magnitude cost estimates for both land and construction
- Evaluate financial feasibility utilizing rental and sales information developed for the *Tigard Triangle Strategic Redevelopment Plan*
- Identify order of magnitude financial gaps and other development obstacles for each site

Task 2.3. Strategies and Tools to Overcome Obstacles

Develop strategies for each site that address partnerships, tools and other actions leading to feasible development including:

- Financial assistance: Identify financing tools that the City may use to assist in reducing financing gaps for private development.
- Infrastructure development: The construction of infrastructure at public expense, such as a road, sidewalk, or utilities that are required by private development, can reduce financial gaps by creating “off-balance-sheet” equity for the developer, reducing overall development costs, and enhancing feasibility.
- Public-private partnerships: Whenever the City takes an active role in development, it is appropriate to enter into development agreements with developers to specify the terms of the partnership, the specific roles of each party, the obligations of the developer, and other criteria to be negotiated.
- Staff assistance: Proactive staff can be enormously helpful in making redevelopment happen.

Task 2.4. Lessons Learned and Preferred Site Selection

- Assess the overall feasibility of the individual strategies
- Identify elements that are most likely to be utilized and supported by the City
- Identify actions necessary to enable desired elements
- Select a preferred site and strategy for more detailed analysis

Task 2.5. Developer Solicitation (if needed)

It is anticipated that a developer partner or partners will participate in tasks 2.1-2.4 and will participate in the following tasks focused on the preferred site, including securing a purchase option. If no partner is in place, developer solicitations will be conducted.

- Prepare developer solicitation materials
- Identify and interview interested developers
- Select developer partner

Task 2.6. Pre-Development Assessment of Preferred Site

- Conduct phase 1 and 2 environmental investigations

- Conduct appraisal and survey

Task 2.7. Refine Development Program and Design Concepts

- Refine existing market studies to identify value, preferred uses, unit size and mix, rent and lease rates.
- Refine desired development program
- Refine conceptual site plan and massing diagram including building placement, unit sizes, parking arrangements and construction types
- Refine planning level cost estimates

Task 2.8. Refine Financial Analysis and Implementation Strategies

- Refine pro-forma for preferred site and identify funding gaps
- Evaluate effectiveness of the already identified public/private strategy for the site and refine as necessary
- Finalize all elements of the strategy including public financing to address financing gaps

Task 2.9. Development Agreement and Approvals

- Prepare draft development agreement
- Finalize development agreement with developer partner
- Secure approvals with appropriate city boards and commissions as needed

3. Potential Urban Renewal District Formation and Decision-Milestone 3

The *Tigard Triangle Strategic Redevelopment Plan* identified urban renewal as a key financial tool that could be employed to reduce financial gaps in private development and to help fund key public infrastructure projects. The City of Tigard has an urban renewal district in downtown that has supported several planning and infrastructure projects related to the revitalization of downtown Tigard. While an urban renewal district is primarily a funding source, it is also a signal to developers that the city is committed to the area and has established a funding mechanism to share in the cost of some of the needed improvements.

In Tigard, the formation of an urban renewal district must go out to a citywide vote, and would need to be preceded by a plan and a report that details the conditions of blight, the geographic extent of the district, and the planned projects and actions that would be funded by urban renewal. This grant element will develop all of the documentation necessary to form an urban renewal district, and establish a process for the City Council to consider whether to send the matter out for a citywide vote.

Task 3.1. Establish Public Involvement Strategy and Process

- Preparation of draft urban renewal plan and report
- Decision-making process for a citywide vote

Task 3.2. Review Materials

- Review existing plans, reports and other documents
- Preliminary boundary and plan goals

Task 3.3. Develop Required Plan Elements

- Boundary and project goals
- Blighting factors within the plan boundary
- Activities to be funded by plan
- Cost estimates of plan activities
- Projections of potential tax increment cash flows over the life of the plan
- Cash flow and project phasing, timeframe needed to carry out project activities
- Tax impacts analysis on revenues foregone by other taxing bodies
- Maximum level of indebtedness for the plan

Task 3.4. Draft the Urban Renewal Plan and Report Documents

- Refine the list of project activities to be undertaken in the plan

- Prepare all required plan sections and wording prescribed by Oregon law, including Measure 50 wording on maximum debt
- Develop all legally required data on project conditions, including acreage, land uses, existing and proposed zoning, building conditions, and overall blighting conditions for the report
- Prepare the financial statements required by ORS 457

Task 3.5. City Council Consideration

- Decision-making process for a citywide vote

4. Rebranding the Tigard Triangle-Milestone 4

The goal of this task is to rebrand the Tigard Triangle from a place known for offices and big box retail to a pedestrian-oriented, mixed use district that supports regional demand for housing. Each of the previous tasks described above implement the vision established in the *Tigard Triangle Strategic Redevelopment Plan* and this task is designed to tell the story of that vision to current and future residents, visitors, employers, investors and developers. The vision is for a pedestrian-oriented, mixed-use district built around the Triangle’s distinguishing natural features; a place that is easily walkable, is connected to its surroundings, and meets the environmental, social and economic sustainability goals of the City and Region. The rebranding effort is also directed to existing city residents so that they better understand the dynamic potential for this area, how the City is working to implement the vision, and how their support is critical to the success of the new Tigard Triangle district.

Task 4.1. Background Research

- Research current messaging and communications regarding the Triangle and City
- Conduct surveys and other research to determine current perceptions and attitudes
- Review vision documents and efforts to implement the *Tigard Triangle Strategic Redevelopment Plan*

Task 4.2. Develop Rebranding Strategies

- Identify messaging concepts to convey the vision for the Tigard Triangle
- Identify communication vehicles best suited to convey the messaging
- Identify target audiences to receive the messaging
- Prepare a recommended rebranding strategy that addresses messaging content, communication methods, audiences
- Identify an implementation program addressing web-based, collateral materials, broadcast and other media designed to deliver the rebranding strategies, costs and schedule

Task 4.3. Produce Priority Rebranding Strategy Elements

- Based on a budget to be determined, produce one or two priority elements such as a logo and collateral materials, web-page design, photos, graphics and written materials, etc.
- Assist in executing the communications effort

B. Project Site Description

The Tigard Triangle is a 450-acre district located seven miles south of downtown Portland, just east of Downtown Tigard, and bounded by Interstate 5 (I-5), Highway 217, and Highway 99W (Pacific Highway). This close proximity to highways allows convenient regional auto access to the area but also creates major barriers for bike and pedestrian travel from nearby neighborhoods and destinations such as Portland Community College (Sylvania), downtown Tigard, and the Kruse Way office park. The Triangle has long been considered an area that could easily accommodate a considerable increase of residences, employment, and shopping/services. However over the last 50 years, growth in the area has been mainly limited to office buildings of varying size and big box retail stores on the district’s western side. See Attachments 1 and 2.

In the past year, the Triangle’s first three story mixed-use building was constructed utilizing the city’s Vertical Housing Development program – the single development tool in place to incentivize mixed use projects in the district.

C. Project Background

In 2013 and 2014, the City developed the *Tigard Triangle Strategic Redevelopment Plan* with input from a variety of stakeholders including property owners, developers, business owners, employees, bicycle/pedestrian advocates, and Tigard residents. The TTSP provides a long range vision to:

- Diversify the mix of uses in the area
- Improve connectivity for all travel modes within the district and to neighboring areas
- Create a safe and enjoyable walking environment
- Provide parks, open spaces and places to gather while enhancing and protecting natural amenities
- Accommodate and leverage high capacity transit service and stations if supported by Tigard residents

Several implementation measures were identified in the Plan to achieve these outcomes, including regulatory actions, infrastructure investments, and incentives to stimulate public-private partnerships. Over the next 8 – 12 months, the city will complete the most important regulatory action needed to implement the Plan, which is the creation and adoption of a new “lean” land use code that will shorten the review time and lower the cost and risk of receiving land use approval for development projects that accomplish the goals of the TTSP.

Upon adoption of the new code, the Community Planning and Development Grant funding will be put to use to remove remaining barriers to the desired development patterns, allowing the city to conduct site specific studies and investigate the necessary public investments and partnership strategies that will catalyze and remake the Triangle.

The City’s commitment to this district is resolute. In addition to its participation in the Southwest Corridor planning process, its completion of the TGM-funded Triangle Strategic Plan, and the city’s council’s adopted goal to adopt that Plan and enable future development capacity in the Triangle, the council elevated the importance of the Triangle’s future as a walkable suburban district by adopting a citywide strategic vision to make Tigard the most walkable city in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives.

D. Evaluation Criteria 1 - 11

1. Expected Development Outcomes: It is imperative to change the identity of the Tigard Triangle from a suburban/commuter employment area to an interesting, walkable, unique district. Fortunately the opportunity sites in the Tigard Triangle are either underdeveloped or vacant, and the block structure is incomplete. The Metro grant will allow the city to select a few promising redevelopment sites and determine the partnerships, public financing strategies, infrastructure and predevelopment work needed to begin transforming the Triangle.

The project may include the following range of planning activities: at the district level - identification of financing gaps and public investments/financing to overcome them (including appropriateness of urban renewal); at the site level - conceptual design and evaluation of alternative construction types, appraisals, pro-forma analysis, transportation impacts, outlining public and private roles and responsibilities, and environmental assessments.

- A. Site Identification: The City of Tigard will consider the development potential of Tigard Triangle opportunity sites that could have significant catalytic impact leading to additional private sector investments. Site size, existing improvement to land ratio, developer interest, proximity to existing and planned amenities will be the first screen we use. Subsequently we will identify conceptual designs and private investment objectives, and actions the city can take to achieve public objectives and result in a financially feasible development.
- B. Desired Outcomes: Pre-development assistance that leads to the following:
 - Identification of optimal sites, partnerships and development tools to facilitate walkable urban development pattern
 - An examination of urban renewal as a tool to encourage this development pattern, and

- Rebranding the Triangle from a place for offices and big box retail to a pedestrian-oriented, mixed use district that supports regional demand for housing.
 - Predevelopment activities for a walkable mixed use project on at least one site that will remove or reduce barrier to development.
- C. ***Community Readiness:*** The City has completed the visioning work for the Tigard Triangle and the entire city, and both emphasize walkable and socially interconnected public space. The city has begun the process to draft and adopt a new code that will enact regulatory measures to support the vision. A citywide vision to make Tigard a walkable city has been adopted by the Tigard City Council.
- D. ***Roles and responsibilities of applicant:*** The city will assemble the team that achieves the five objectives listed above to include developer types to explore design concepts and financing scenarios for sites, designer types to explore concepts for appropriate, pedestrian scale development, finance types to investigate the viability of urban renewal as a new funding source to support private sector investment in the Triangle, and marketing types to help craft a new brand image for the district. City staff will serve as the overall project manager and will coordinate the work of the consulting team.

2. Regional Significance: The Tigard Triangle is 8 miles south of Downtown Portland and is bound on three sides by state highways, making the location moderately attractive to employers. Roughly 4,500 people work in the Triangle. In addition, three higher education facilities are located there and PCC - Sylvania is less than half a mile to the east. Transit service connects the Triangle to PCC, and additional high capacity service is being planned as part of the Southwest Corridor project. New housing and commercial/professional services could result in a mixed-use, mixed-modal district.

3. Centers Corridors, Station Communities and Main Streets: The Tigard Triangle is part of the Metro 2040-designated Tigard Town Center. Most parcels within the Triangle are within a quarter mile of an existing bus line and potential future station areas contemplated in the SW Corridor Plan. In 2014, the city designated the Triangle as a Vertical Housing Development Zone and is currently developing a “lean” code that will reduce regulatory burdens and review times. 69th Avenue is designated in the TTSD as a future featured Pedestrian Street and should become the district’s “Main Street” over time.

4. Other Locations: Much of the Tigard Triangle is designated as a Metro Employment Area. There are large format retailers and large offices in the area with approximately 4,500 employees; however few service and housing uses have been developed. This plan seeks to provide infrastructure, services and amenities bringing this area up to par with other city neighborhoods. Investments could include new commercial development, housing, parks, trails, or sidewalks.

The Triangle is included within the planning area of the SW Corridor Plan currently being prepared by Metro. The area has been identified as having a higher than average Hispanic population. The city is committed to ensuring that the vision and plans are inclusive of the communities represented here. Development of the public involvement plan will include specific strategies to identify and address the needs of all stakeholders, and will pay special attention to meeting the needs of the Hispanic residents in the Triangle.

5. Best Practices: The city is trying to establish a best practice by developing a “lean” code for the Triangle, to be adopted as a new plan district in Tigard’s Community Development Code. The city is in the process of evaluating its complete Community Development code for conformity with the newly adopted vision. One idea is to use the Triangle code project to determine regulations that could be put in place in other, more mature, parts of the city to promote mixed use and walkability. City staff will seek opportunities to share lessons learned with other communities in the region.

6. Leverage: The project seeks to leverage planning work already in place from the state’s TGM program (TTSP) and the SW Corridor project, in addition to the investments the city has made in adopting the Vertical Housing Development Zone and making infrastructure improvements along 72nd and Dartmouth. Specht Development and

PacTrust are two large development entities with holdings in the district, whose investments could be leveraged through this effort.

7. Matching Fund/Potential: It is estimated that the total project will require approximately \$280,000 with the city matching almost 50% of the total cost with local funds for consultants and like-kind staff contributions.

8. Growth Absorption: The 450-acre district has between 50-100 acres of unbuilt and underbuilt land. The area could easily absorb thousands of new residential units and hundreds of thousands of square feet of commercial space. This proposal will seek to unlock this growth potential to support regional housing demand and rebalance the region's jobs-housing geographic disparity.

9. Public Involvement: Using the Tigard Triangle Strategic Redevelopment Plan public process as a springboard, the city hopes to facilitate a dynamic engagement process representative of the broad range of interests in the Triangle. As for neighborhood engagement, there are only about 400 residents currently living within the Triangle and there is a higher than average Hispanic population. Specific strategies to address Triangle residents and other stakeholder groups will be developed as part of the public involvement plan.

10. Governing Body: Tigard City Council has set a goal to begin implementation of the Triangle Strategic Plan within the next 1 -5 years. The city council will continue to oversee the work program, and will review the contract for the "lean" code project in the next several months.

11. Capacity of Applicant: The City of Tigard project team includes professionals with proven experience in redevelopment, economic development, long range and current planning. The city's track record for delivering on Planning and Development grants is well established, having delivered results on both of the grants awarded in the prior round (i.e. River Terrace where over 1000 housing units are in various stages in the approval process, and downtown Tigard development where a 154 unit mixed-use development is expected to break ground in 2015).

E. Collaborations

The City is prepared to be an active partner with the neighboring community, property owners, service providers, and private sector development partners. As a grant recipient, the city would also look forward to partnering with Metro.

F. Proposed Milestones and Deliverables

Section A-Project Description includes detailed work programs for the four proposed Milestones, and deliverables are described for each task. The Milestones are:

1. A Lean Code for the Tigard Triangle-Final Code Amendments and Adoption
2. Catalytic Opportunity Sites and Pre-Development Analysis-Report Completion
3. Potential Urban Renewal District Formation and Decision-Draft Urban Renewal Plan and Report
4. Rebranding the Tigard Triangle-Strategy Report and Executed Priority Elements

G. Project Management

The project manager for the Tigard Triangle Mixed-Use Development Project is Cheryl Caines, Associate Planner. Contact information: cherylc@tigard-or.gov, (503) 718-2437. Ms. Caines works under the supervision of Tom McGuire, Assistant Community Development Director, and Kenny Asher, Community Development Director. Cheryl, Tom, and Kenny will be involved in all work tasks. Cheryl successfully served as project manager for the *Tigard Triangle Strategic Plan* that was funded through a Transportation and Growth Management (TGM) grant. She has over 10 years of experience related to land use planning, site development, and work with development codes. Tom has over 26 years of professional planning experience including current and long range planning in both the public and private sectors. Prior to working at the City of Tigard, he was the Portland Office Director at ESA Adolphson. Kenny has 20 years of civic experience, including Director of Community Development and Public Works for the City of Milwaukie, Oregon, General Manager for the Portland Family of Funds, and Operations and Program Manager at the Portland Development Commission.

BUDGET DOCUMENTS

Budget Narrative

A detailed task by task budget is shown on a spreadsheet that is included with this application and summarized in the budget forms provided by Metro. The overall work plan for the entire project is summarized below. Costs for the full project will be shared by the City of Tigard and the CET Grant. Consultant deliverables for tasks 2, 3 and 4 are proposed to be funded by the CET Grant of \$145,250, and completion of each task deliverable is proposed as a project milestone for purposes of the CET Grant. The City of Tigard will commit \$67,500 for consulting work for task 1, producing a new lean code for the Tigard Triangle. All staff costs will be the responsibility of the City of Tigard. It is anticipated that all deliverables, regardless of funding source, will be solely owned by the City of Tigard.

1. A Lean Code for the Tigard Triangle-Milestone 1

Task 1.1. Establish Public Involvement Process

- Prepare and execute public involvement plan
- Re-engage stakeholders active in the *Tigard Triangle Strategic Redevelopment Plan*
- Seek opportunities to build relationships and bring new viewpoints to the project
- Build support from people who are invested in the Triangle or want to help shape the community
Ensure that the vision and plans are inclusive of the communities represented here

Task 1.2. Background Research

- Review existing plans, reports and other documents
- Identify lean code examples and precedents
- Identify options for efficient code administration

Task 1.3. Develop Lean Code Elements:

- Pedestrian Oriented Streets
- Connectivity
- Transportation
- Flexibility
- Existing Small Lots
- Commercial Bottom
- Parks/Open Space/Trails
- Red Rock Creek

Task 1.4. Draft the Lean Code and Other Amendments

- Prepare draft code sections and graphics
- Prepare amendments to other Code sections as needed

Task 1.5. Lean Code Adoption

- Planning Commission hearings and decision
- City Council hearings and adoption

2. Catalytic Opportunity Sites and Pre-Development Analysis-Milestone 2

Task 2.1. Identify Optimal Sites

- A preliminary list of sites has already been identified, (see Attachments 3 & 4)
 - PacTrust site (11626 SW Pacific Hwy.)
 - Specht site (multiple addresses near SW 69th Ave. and Clinton St.)
 - Lampus site (multiple addresses on SW 72nd Ave. between Clinton and Dartmouth)
 - Tran site (12465 SW 72nd Ave.)

- Develop evaluation criteria such as size, location, value, physical suitability, developer interest, availability, etc.
- Prepare a preferred development program or programs for each site consistent with the Tigard Triangle Strategic Redevelopment Plan
- Evaluate identified and other sites against criteria
- Select 3-4 sites for further study

Task 2.2. Preliminary Site Analysis and Development Concepts

- Analyze any environmental constraints using known sources
- Prepare massing diagrams for each site using preferred development program(s)
- Develop order of magnitude cost estimates for both land and construction
- Evaluate financial feasibility utilizing rental and sales information developed for the *Tigard Triangle Strategic Redevelopment Plan*
- Identify order of magnitude financial gaps and other development obstacles for each site

Task 2.3. Strategies and Tools to Overcome Obstacles

Develop strategies for each site that address partnerships, tools and other actions leading to feasible development including:

- Financial assistance: Identify financing tools that the City may use to assist in reducing financing gaps for private development.
- Infrastructure development: The construction of infrastructure at public expense, such as a road, sidewalk, or utilities that are required by private development, can reduce financial gaps by creating “off-balance-sheet” equity for the developer, reducing overall development costs, and enhancing feasibility.
- Public-private partnerships: Whenever the City takes an active role in development, it is appropriate to enter into development agreements with developers to specify the terms of the partnership, the specific roles of each party, the obligations of the developer, and other criteria to be negotiated.
- Staff assistance: Proactive staff can be enormously helpful in making redevelopment happen.
- Other tools and strategies

Task 2.4. Lessons Learned and Preferred Site Selection

- Assess the overall feasibility of the individual strategies
- Identify elements that are most likely to be utilized and supported by the City
- Identify actions necessary to enable desired elements
- Select a preferred site and strategy for more detailed analysis

Task 2.5. Developer Solicitation (if needed)

It is anticipated that a developer partner or partners will participate in tasks 2.1-2.4 and will participate in the following tasks focused on the preferred site, including securing a purchase option. If no partner is in place, developer solicitations will be conducted.

- Prepare developer solicitation materials
- Identify and interview interested developers
- Select developer partner

Task 2.6. Pre-Development Assessment of Preferred Site

- Conduct phase 1 and 2 environmental investigations
- Conduct appraisal and survey

Task 2.7. Refine Development Program and Design Concepts

- Refine existing market studies to identify value, preferred uses, unit size and mix, rent and lease rates.
- Refine desired development program
- Refine conceptual site plan and massing diagram including building placement, unit sizes, parking arrangements and construction types

- Refine planning level cost estimates

Task 2.8. Refine Financial Analysis and Implementation Strategies

- Refine pro-forma for preferred site and identify funding gaps
- Evaluate effectiveness of the already identified public/private strategy for the site and refine as necessary
- Finalize all elements of the strategy including public financing to address financing gaps

Task 2.9. Development Agreement and Approvals

- Prepare draft development agreement
- Finalize development agreement with developer partner
- Secure approvals with appropriate city boards and commissions as needed

3. Potential Urban Renewal District Formation and Decision-Milestone 3

Task 3.1. Establish Public Involvement Strategy and Process

- Preparation of draft urban renewal plan and report
- Decision-making process for a citywide vote

Task 3.2. Review Materials

- Review existing plans, reports and other documents
- Preliminary boundary and plan goals

Task 3.3. Develop Required Plan Elements

- Boundary and project goals
- Blighting factors within the plan boundary
- Activities to be funded by plan
- Cost estimates of plan activities
- Projections of potential tax increment cash flows over the life of the plan
- Cash flow and project phasing, timeframe needed to carry out project activities
- Tax impacts analysis on revenues foregone by other taxing bodies
- Maximum level of indebtedness for the plan

Task 3.4. Draft the Urban Renewal Plan and Report Documents

- Refine the list of project activities to be undertaken in the plan
- Prepare all required plan sections and wording prescribed by Oregon law, including Measure 50 wording on maximum debt
- Develop all legally required data on project conditions, including acreage, land uses, existing and proposed zoning, building conditions, and overall blighting conditions for the report
- Prepare the financial statements required by ORS 457

Task 3.5. City Council Consideration

- Decision-making process for a citywide vote

4. Rebranding the Tigard Triangle-Milestone 4

Task 4.1. Background Research

- Research current messaging and communications regarding the Triangle and City
- Conduct surveys and other research to determine current perceptions and attitudes
- Review vision documents and efforts to implement the *Tigard Triangle Strategic Redevelopment Plan*

Task 4.2. Develop Rebranding Strategies

- Identify messaging concepts to convey the vision for the Tigard Triangle

- Identify communication vehicles best suited to convey the messaging
- Identify target audiences to receive the messaging
- Prepare a recommended rebranding strategy that addresses messaging content, communication methods, audiences
- Identify an implementation program addressing web-based, collateral materials, broadcast and other media designed to deliver the rebranding strategies, costs and schedule

Task 4.3. Produce Priority Rebranding Strategy Elements

- Based on a budget to be determined, produce one or two priority elements such as a logo and collateral materials, web-page design, photos, graphics and written materials, etc.
- Assist in executing the communications effort

Line Item Budget, Commitment and Matching Funds

Table 1 below summarizes the project task budget for City of Tigard staff, consultant work paid for by the City and CET Grant, and total task budget. This table is a line-item summary of the more detailed budget spreadsheet included with this application.

The City commits the staff resources as indicated in the table and attached spreadsheet totaling approximately \$90,000. Consulting expenses by City of \$65,500 are included in the 2015-16 Community Development Department budget. The grant request is for a total of \$145,250, or approximately 48% of the total project budget.

Table 1- Downtown Tigard Urban Lofts Development Project-Budget Summary

Tasks	Staff Budget	Consultant Budget		Totals
		City	CET Grant	
1. Lean Code for the Tigard Triangle	\$28,243	\$67,500		\$95,743
2. Catalytic Opportunity Sites/Pre-Dev.	\$30,107		\$63,750	\$93,857
3. Urban Renewal Formation/Decision	\$22,579		\$50,000	\$72,579
4. Rebranding the Tigard Triangle	\$9,661		\$31,500	\$41,161
Totals	\$90,590	\$67,500	\$145,250	\$303,340

AIS-2570

4.

Business Meeting

Meeting Date: 02/23/2016

Length (in minutes): 5 Minutes

Agenda Title: Approve Library Board Appointment of Alternate Member to Voting Member

Submitted By: Carol Krager, Central Services

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Approve appointment of Roake Van Brunt to the Library Board.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of the City Council to appoint Roake Van Brunt to the Library Board to fill the vacancy as a result of the resignation of Board Member Nicci Walker.

KEY FACTS AND INFORMATION SUMMARY

Library Board Member Nicci Walker resigned, creating a vacancy on the Library Board. Roake Van Brunt was interviewed by the Mayor's Appointment Advisory Committee on Monday, July 6, 2015. He was appointed as an Alternate to the Library Board on July 28, 2015. A brief biography is attached.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

City Council last approved the appointments of Library Board members and alternates on July 28, 2016.

Attachments

Resolution

Biography

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 16-**

A RESOLUTION APPOINTING ROAKE VAN BRUNT TO THE TIGARD LIBRARY BOARD TO FILL A CURRENT VACANCY WITH A TERM EFFECTIVE IMMEDIATELY THROUGH JUNE 30, 2019.

WHEREAS, there is currently a vacancy on the Library Board as a result of a resignation; and

WHEREAS, Roake Van Brunt was interviewed by the Mayor's Appointment Advisory Committee on Monday, July 6, 2015; and

WHEREAS, Roake Van Brunt was appointed to serve as an Alternate to the Library Board on July 28, 2016.

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

SECTION 1: Roake Van Brunt is hereby appointed to the Tigard Library Board as a Member to serve the remainder of the four-year term, through June 30, 2019.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

BRIEF BIOGRAPHY OF LIBRARY BOARD MEMBER

MEMBER

ROARKE VAN BRUNT – Van Brunt moved to Tigard about two years ago. Earning his Associates degree at Portland Community College, Van Brunt is an account coordinator at Gerber Legendary Blades. He obtained some of his volunteer service through church organizations, and he “believe(s) in public libraries and would enjoy supporting them through public service.”

AIS-2558

5.

Business Meeting

Meeting Date: 02/23/2016

Length (in minutes): 10 Minutes

Agenda Title: Discussion of Upcoming Contracts - 95th and North Dakota Sidewalk Infill

Prepared For: Joseph Barrett

Submitted By: Joseph Barrett, Finance and Information Services

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Local Contract Review Board

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

A discussion of an upcoming construction project for the 95th and North Dakota Sidewalk Infill project.

STAFF RECOMMENDATION / ACTION REQUEST

Staff is seeking Council direction on any additional information or direction they would like to see in preparation of an award decision for this proposed contract.

KEY FACTS AND INFORMATION SUMMARY

The 95th and North Dakota Sidewalk Infill project will address important missing links in the sidewalk network by constructing roughly 450 feet of sidewalk along one side of North Dakota Street and approximately 350 feet of sidewalk along one side of 95th Avenue. This would connect the existing sidewalks in the neighborhood to the existing sidewalks along Greenburg Rd and the rest of the sidewalk network. People would then have safer access to employment, transit routes, and basic services via Greenburg Rd, TriMet bus lines 76 and 78, downtown Tigard, Washington Square Regional Center, and the rest of the transportation network.

An Invitation to Bid (ITB) for the construction of this project was issued on January 20th of this year with an engineer's estimate of \$149,583. The ITB closed on February 2nd and the city received following eight bids:

- Lyda Excavating, Inc. - \$123,315
- GT General Contracting - \$146,776
- C&M Excavation & Utilities, LLC - \$197,004
- Subcom Excavation & Utilities, LLC - 197,525
- Brown Contracting - \$199,898
- R&R General Contractors - \$202,000
- Pacific Excavation - \$205,000
- Lee Contractors, LLC - \$245,168

Staff reviewed the bids and found them to be responsible and responsive submittals. Staff did contact Lyda Excavating due to the bid being much lower (17.5% lower) than the estimate and they are comfortable with their proposed numbers. As Lyda Excavating has submitted the lowest responsible and responsive bid and they do not have any disciplinary findings against them either with BOLI or the Construction Contractors Board, staff will present a contract award action item to the Local Contract Review Board at a future business meeting, likely March 8th. Staff is seeking any questions or requests for additional information that the Local Contract Review Board may like to have in preparation for that award action item.

OTHER ALTERNATIVES

The Local Contract Review Board may reject this solicitation process and direct staff to reissue the solicitation with out bringing forward the award item.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

This project support the city's strategic plan to become the most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time the Local Contract Review Board has discussed this contract.

Fiscal Impact

Cost: \$123,315

Budgeted (yes or no): Partial

Where budgeted?: Gas Tax Fund

Additional Fiscal Notes:

This project has a budget of \$187,000 approved in FY 2015-2016's Quarter 1 Supplemental Budget. The project has CDBG grant money through an IGA with Washington County and these federal dollars are impacting the schedule of the project (speeding up the time frame).

Due to higher than anticipated right-of-way costs, the city will need additional funds to complete the full construction project. Staff is anticipating a Quarter 3 budget request of roughly \$38,000 from Gas Tax contingency to complete the work. Staff will also request from Washington County that the CDGB grant be increased to meet the overall project total.

Attachments

No file(s) attached.

AIS-2513

6.

Business Meeting

Meeting Date: 02/23/2016

Length (in minutes): 10 Minutes

Agenda Title: Consider Annexation Incentives Resolution

Submitted By: Gary Pagenstecher, Community Development

Item Type: Resolution

Meeting Type: Council Business Meeting - Main

Public Hearing: Yes

Publication Date:

Information

ISSUE

Does Council wish to continue to offer property owners incentives to annex into the city voluntarily (not for the purpose of receiving city services for development)?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of a voluntary annexation resolution as amended by the Council at the February 16, 2016, workshop meeting.

KEY FACTS AND INFORMATION SUMMARY

As stipulated in Resolution 15-10, council's annual review of its annexation policy, including annexation incentives, is to occur in February 2016. This agenda item fulfills this requirement. A discussion was held at the February 16, 2016, workshop meeting to consider annexation issues generally, and incentives for voluntary annexation, specifically.

Proposed changes to a resolution would include creation of a definition of "voluntary annexation" as an annexation that does not require city services, deletion of elements that are outdated, and deletion of property description services unavailable now without a city Surveyor to provide them. In addition, phasing in of taxes for triple majority annexations has been deleted because triple majority annexations would likely be for the purpose of development where city services would be required. The terms listed in Section 2 are also outdated. Since 2007, only one property has annexed for reasons other than the need for city services for development. However, a number of properties have taken advantage of the property tax phase in provisions.

During the annual review of annexation policies on February 16, 2016, council directed staff to prepare an amended resolution extending the incentives through February, 2017.

OTHER ALTERNATIVES

Adopt the Resolution with proposed changes.

Adopt an alternative Resolution

Not adopt the Resolution and let the incentives for voluntarily annexation expire, pending an annexation work plan that gives focus and direction to incentives within the context of a comprehensive policy.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

NA

DATES OF PREVIOUS COUNCIL CONSIDERATION

February 2015

Attachments

Resolution

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 16-

A RESOLUTION AMENDING RESOLUTION 07-13 TO EXTEND THE INCENTIVES FOR VOLUNTARY ANNEXATION OF UNINCORPORATED LANDS TO THE MUNICIPAL CITY LIMITS TO FEBRUARY 2017.

WHEREAS, Resolution 07-13 establishes policy to guide city actions pertaining to annexation of unincorporated lands to the municipal city limits, and provides incentives to annex, including waiver of the city annexation application fee until July 1, 2008 and phasing in of increased property taxes over a three-year period at the rate of 33 percent, 67 percent, and 100 percent, for properties that annex during the period of March 13, 2007, to February 2008 per Oregon Administrative Rule (OAR 150-222.111); and

WHEREAS, Resolution 07-47 amends Resolution 07-13 to expand the incentives to include city payment of the Metro mapping/filing fee until July 1, 2008; and

WHEREAS, the city's operational and administrative procedures have been to assist in the preparation of legal descriptions as long as they do not require field survey work and to waive the pre-application conference fee for individual property owners interested in voluntary annexation; and

WHEREAS, Resolution 08-12 amends Resolution 07-13 to extend the offer of incentives to annex until February, 2009; and

WHEREAS, the City Council passed Resolution 09-12 on February 24, 2009 to continue to offer incentives to property owners who voluntarily annex to the city until February 2010; and

WHEREAS, the City Council passed Resolution 10-12 on February 9, 2010 to continue to offer incentives to property owners who voluntarily annex to the city until February 2011; and

WHEREAS, the City Council passed Resolution 11-08 on February 22, 2011 to continue to offer incentives to property owners who voluntarily annex to the city until February 2012; and

WHEREAS, on December 6, 2011, City Council set goals for 2012 including Goal 4, Annexation to a) Re-evaluate the city's annexation policy, and b) Develop a philosophy and approach to consider annexations, including islands; and

WHEREAS, in furtherance of its goals the City Council passed Resolution 12-09 on February 28, 2012, continuing its policies embodied in previous resolutions and formalizing a process for annual review of its annexation policy and incentives; and

WHEREAS, the City Council passed Resolution 12-38 on October 2, 2012 establishing additional incentives of phased in property taxes for certain properties that annex pursuant to ORS 222.170(1), referred to as "triple majority" annexation.

WHEREAS, the City Council passed Resolution 13-08 on February 26, 2013 to continue to offer incentives to property owners who voluntarily annex to the city and for properties that annex pursuant to ORS 222.170(1), referred to as "triple majority" annexation until February 2014.

WHEREAS, the City Council passed Resolution 14-10 on February 11, 2014 to continue to offer incentives to property owners who voluntarily annex to the city and for properties that annex pursuant to ORS 222.170(1), referred to as “triple majority” annexation until February 2015.

WHEREAS, the City Council passed Resolution 15-10 on February 10, 2015 to continue to offer incentives to property owners who voluntarily annex to the city and for properties that annex pursuant to ORS 222.170(1), referred to as “triple majority” annexation until February 2016.

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

SECTION 1: Resolution 07-13 is hereby amended to renew the offer of incentives to voluntarily annex (when not otherwise required to for city services for a period of five years), including:

- Waiver of the pre-application conference fee
- Waiver of the city annexation application fee; and
- City payment of the Metro mapping/filing fee;

SECTION 2: The City Council shall continue to review its annexation policy and associated incentives in February of every year.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

AIS-2417

7.

Business Meeting

Meeting Date: 02/23/2016

Length (in minutes): 30 Minutes

Agenda Title: Community Development Block Grant (CDBG)
Entitlement Status Discussion

Submitted By: Marissa Grass, Community
Development

Item Type: Update, Discussion, Direct Staff
Meeting Type: Council
Business
Meeting -
Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Report to Council on the city's options related to the Community Development Block Grant (CDBG) Program.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that City Council elect to remain within the Washington County Consortium for the next urban requalification period beginning in July 2018.

KEY FACTS AND INFORMATION SUMMARY

Tigard currently participates as a member jurisdiction in the Washington County CDBG Program. This program was created in 1979 as a consortium because at the time no single entity (county or city) could meet population thresholds to become an individual entitlement community. Attachment 1 outlines the specifics of the Washington County CDBG Program. Once a city in Washington County reaches 50,000 in population, there are three options to consider:

1. City elects to go out on its own as a “standalone” entitlement grantee.
2. City elects to become a joint entitlement.
3. City elects to remain within the Consortium

Attachment 2 describes each option. The key policy implications are listed for your review.

Attachment 3 lists potential future CDBG projects. Attachment 4 lists past projects.

OTHER ALTERNATIVES

Tigard City Council could choose to become a “standalone” entitlement grantee, become a joint entitlement, or direct staff to gather more information.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

None.

DATES OF PREVIOUS CONSIDERATION

On June 10, 2014 Council authorized the city manager to execute an Intergovernmental Agreement (IGA) with Washington County continuing the city’s participation in the county Community Development Block Grant (CDBG) program.

Attachments

CDBG Program Overview

CDBG Entitlement Options

Potential future CDBG projects

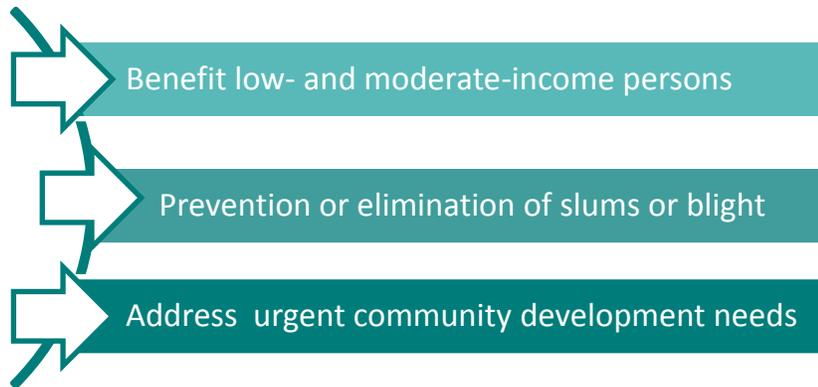
Past CDBG projects

Program Overview

Started forty years ago in 1974 by President Gerald Ford, the Community Development Block Grant Program (CDBG) is one of the longest running programs of the U.S. Department of Housing and Urban Development (HUD). Cities and urban counties, such as Hillsboro, Beaverton, and Washington County, also known as entitlement communities, are required to submit a Consolidated Plan to establish goals to pursue with CDBG funds.

The projects identified in the Consolidated Plan must fall under the realm of local community development activities such as affordable housing, anti-poverty programs, public facilities and infrastructure development. Grantees are also required to hold public meetings in order to hear directly from members of the community about where their more urgent needs lie.

These projects must also align with the national objectives set forth by HUD: benefit low- and moderate-income persons, prevent or eliminate areas of slum or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community for which other funding is not available.



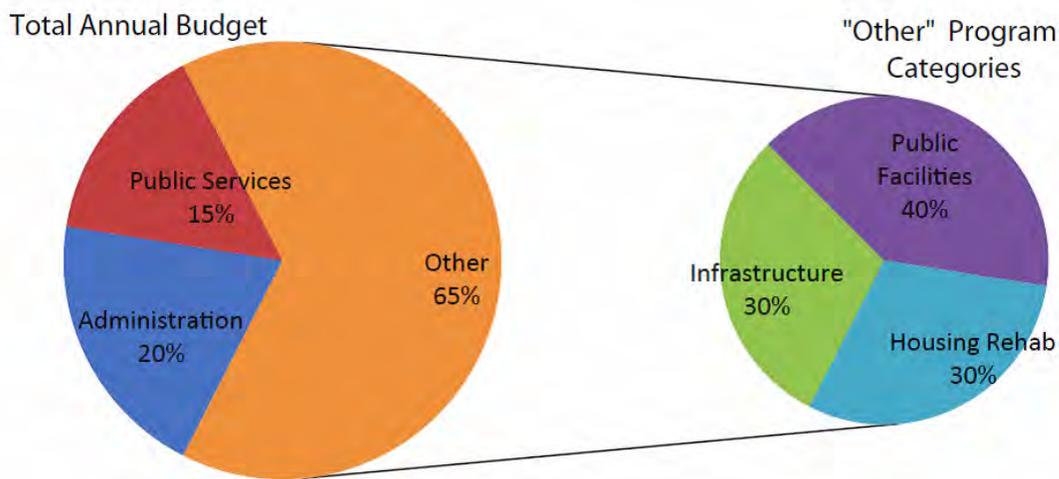
In Washington County high priority projects include:

- Projects in which 100% of the rental units are affordable to households earning 50% MFI or less.
- Projects in which 100% of the homeownership households are affordable to households earning 60% MFI or less.
- Preservation of existing subsidized rental housing units.
- Housing rehabilitation activities for low/mod-income households, including accessibility improvements.
- Housing for special needs populations: Elderly/frail elderly, persons with disabilities (severe mental illness, dual diagnosis, developmentally disabled, physically disabled), farmworkers, and released offenders.
- Permanent housing (for homeless) and homeless services (projects that implement strategies in the 10 Year Plan to End Homelessness).



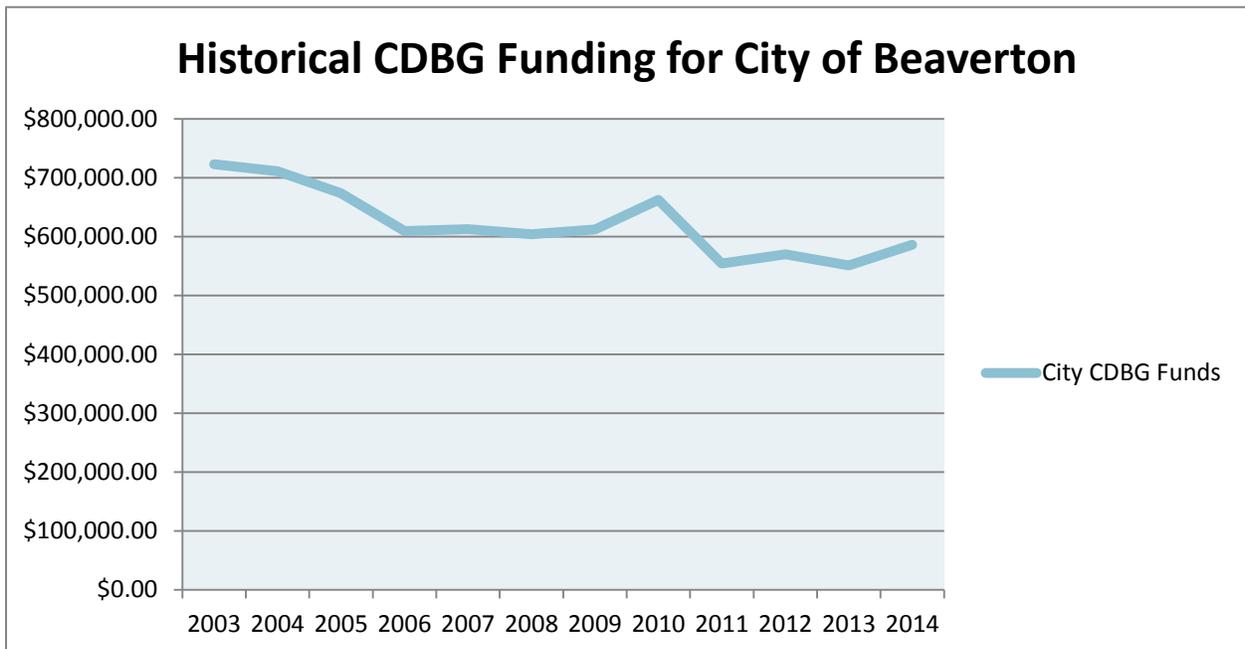
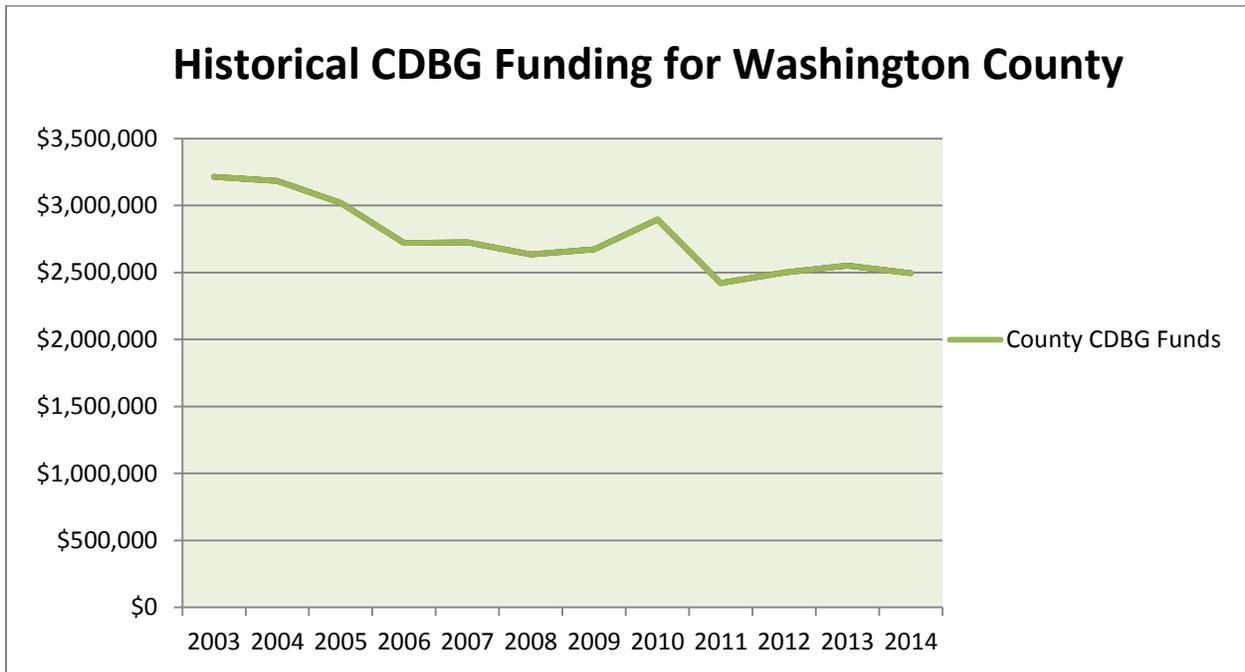
Washington County receives CDBG funding each year to award to projects throughout the County, except those located within the City of Beaverton. Both the City of Beaverton and the City of Hillsboro qualify as separate entitlement communities. The City of Hillsboro has remained a member of the County’s CDBG consortium, while the City of Beaverton became an independent entitlement in 1994.

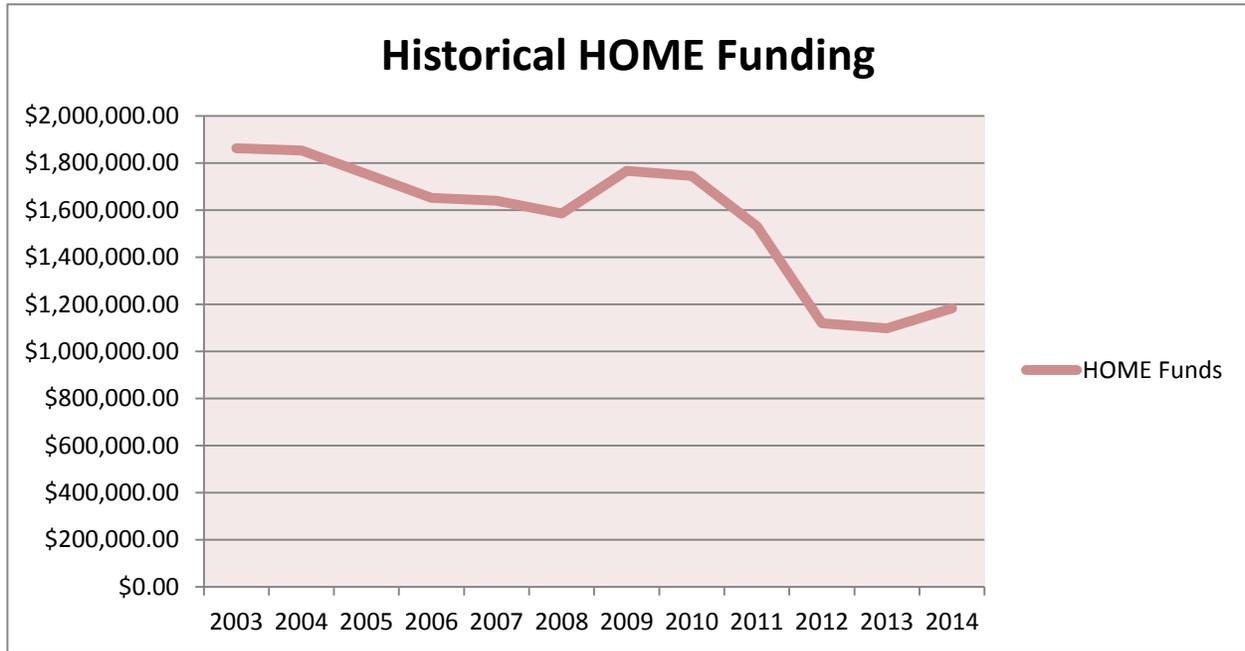
Washington County operates an annual competitive funding cycle based on an allocation formula approved in our Consolidated Plan. Cities, County departments and non-profit agencies are eligible to apply for funding under three categories: Public facilities, public infrastructure, and public services. In addition, the County sets aside funds to support housing rehabilitation and weatherization efforts to preserve the existing affordable housing inventory. Washington County’s allocation formula is as follows:



The City of Beaverton sets aside a portion of funding each year for non-competitive programs including housing rehabilitation and façade improvement projects. Fifteen percent of the CDBG annual award is combined with State Revenue Sharing Funds to create a pool of competitive funds that are reviewed by the City’s Social Services Funding Committee. All other housing, economic development and public facility projects compete for remaining funds. Generally applications are due in December and successful applications are recommended for funding through the Annual Action Plan approval process and City budgeting process in the spring.

Funding Levels 2003-2014 by Program Type





CDBG and HOME shortfalls - What we are unable to fund

Unfunded Projects	Public Facilities	Public Infrastructure	Public Services	HOME
2014	\$155,000	\$292,000	\$665,681	\$615,000
2013	\$24,000	\$482,000	\$410,000	\$1,424,764
2012	\$968,099	\$204,092	\$528,243	\$1,250,000
2011	\$550,000	\$637,287	\$356,000	\$2,150,000
2010	\$700,000	\$0	\$395,299	\$0
Totals	\$2,397,099	\$1,615,379	\$2,355,223	\$5,439,764

Total CDBG	\$6,367,701	CDBG Yearly average	\$1,273,540
Total HOME	\$5,439,764	HOME Yearly average	\$1,087,953

****Each year there is an average of 15 CDBG and/or HOME projects in Washington County that we are unable to fund due to budget shortfalls.***



City of Tigard Memorandum

To: Tigard City Council
From: Marissa Grass, Associate Planner
Re: Community Development Block Grant Entitlement Status
Date: February 23, 2015

BACKGROUND

Tigard currently participates in the Washington County Community Development Block Grant (CDBG) Consortium.

This program was created in 1979. At that time no single entity (county or city) could meet population thresholds to become an individual entitlement jurisdiction. The Policy Advisory Board (PAB) was created to, “provide the cities of Washington County, as well as the county, the opportunity to actively participate in an advisory role to the Washington County Board of Commissioners in the planning, implementation, evaluation, and policy formation of the CDBG Program of Washington County.” Councilor Henderson currently serves as the city’s representative to the PAB.

Overtime, as Washington County cities have achieved the population thresholds necessary to achieve Metropolitan City status, cities have had to decide whether to remain in the Consortium or to become a direct entitlement jurisdiction. The city of Beaverton elected to become a standalone entitlement grantee in 1994. Hillsboro elected to become a joint entitlement in 2000.

Tigard met the population threshold to become a direct entitlement jurisdiction in 2014. At that time, Council directed staff to remain in the Consortium and to use this time to evaluate the city’s options moving forward. The next upcoming urban requalification period begins in July 2018. In order meet deadlines, the city must make its decision about which of the three options to move forward with prior to 2017.

This memo will detail an analysis of the three options available to City Council in moving forward and provide a recommendation to Council.

OPTIONS

Once a city in Washington County reaches 50,000 in population, there are three options to consider:

1. City elects to go out on its own as a “standalone” entitlement grantee.
 - Funds are completely independent from County
 - Program is operated completely separate from County
 - City does not sign an IGA with the County
 - City is financially and programmatically responsible directly to HUD
 - City does not participate in the PAB
 - Example: Beaverton (1994)
2. City elects to become a joint entitlement.
 - Allocation amounts are announced separately at the time of appropriation (County\$/City\$); thereafter they are combined in US Treasury as one amount.
 - County and city sign a different version of IGA plus an Operating Agreement which lays out how the joint relationship will work.
 - A portion of the city’s allocation stays with the Consortium (example: Admin and Public Services)
 - City does not compete for funds
 - City participates in the PAB decision-making
 - Example: Hillsboro (2000)
3. City elects to remain within the Consortium
 - Funds stay in the Consortium benefiting the county as a whole
 - City signs Intergovernmental Agreement (IGA) with the County to remain in Consortium
 - City competes for funds within the consortium
 - City participates in PAB decision-making
 - Example: Tigard (2014)

RECOMMENDATION

Staff recommends that City Council elect to remain within the Washington County Consortium (option 3 above) for the next urban requalification period beginning in July 2018.

ATTACHMENTS

Attachment 1: Washington County CDBG Program Overview

Attachment 2: Analysis of Options

Attachment 3: Potential CDBG Project List

Attachment 4: Past City of Tigard CDBG Projects

Community Development Block Grant Program: Analysis of Options

The following analysis is presented out of order. The current and recommended option (Option 3) is described first, followed by option 1 and then option 2. Presenting the items in this order allows the key policy considerations to build on each other throughout the memo.

A brief table is presented at the beginning of each option to summarize the key elements that differ among the options. These elements include:

- Administrative Responsibility: Either the city or the county
- Continued to participation in the Policy Advisory Board: Either yes or no
- Staffing and social service impacts: To give you a sense of scale, ○○○ indicates the current level of impact, ● ● ● indicates considerable impacts.

Option 3: City elects to remain within the Consortium (CURRENT)

<u>Administrative Responsibility</u> <input type="checkbox"/> City <input checked="" type="checkbox"/> County	<u>Compete for projects</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Participates in the Policy Advisory Board</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Staffing Impacts</u> ○○○	<u>Impacts to Social Services</u> ○○○

If the city were to remain within the consortium, there would generally be no changes to our current process.

Key Policy Considerations

- Tigard has been relatively successful in the competitive funding process. From 2002 to 2015, nine projects have been successful in the competitive funding process. Over this time, there were three years where a City of Tigard project was submitted but not funded. One of those projects, Garrett St Sidewalks, was submitted twice before being funded. That leaves just one unfunded project over this time period.
- While there is a shortfall in each category funded by CDBG, the largest shortfall exists for Public Services projects. In the current funding round (2016-17), The Policy Advisory Board received more applications than in prior years requesting a total of \$1,173,095 with only \$382,733 in funding available (\$847,772 shortfall). Applications for Public Services included rent and utility assistance, the county’s coordinated entry system for persons experiencing or at risk of homelessness, the Good Neighbor Center’s Children’s Program, and more. Remaining in the Consortium means two things for Public Services in particular:

- Tigard residents remain eligible for County CDBG funded programs. This is unlike in Beaverton where residents are only eligible for City of Beaverton funded programs.
- The city does not place an additional burden on nonprofits to apply and track separately city CDBG funding.
- The city could potentially fund a larger project by remaining in the Consortium. Although the funding is competitive, the city has access to a larger pot of money in the Consortium.

Option 1: City elects to go out on its own as a “standalone” entitlement grantee.

<u>Administrative Responsibility</u> <input checked="" type="checkbox"/> City <input type="checkbox"/> County	<u>Compete for projects</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Participates in the Policy Advisory Board</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<u>Staffing Impacts</u> ● ● ●	<u>Impacts to Social Services</u> ● ● ●

Key Policy Considerations

- The city could fund a very limited in-house CDBG program. Current allocation estimates (\$226,100) support a part time position and leaves approximately \$182,000 to allocate to city projects and sub-grantees.
- Becoming a standalone grantee would allow Tigard autonomy when setting program priorities and making funding decisions. The city would no longer participate in the PAB for CDBG decision making.
- Other cities in Oregon are able to maintain a program of this size, however, they typically choose to limit the number of annual sub grantees as a way to keep the level of staff effort to no more than 20 hours per week. As a result, this option means reduced flexibility to fund multiple projects.
 - Example: Redmond, OR
The City of Redmond has a similar entitlement amount to Tigard (\$208,791). They have hired a part time (.5 FTE) Grant Program Coordinator to oversee the program. At this time, they are currently able to oversee 3 sub recipients.

Potential Program Budget	
Estimated Allocation	\$226,100
Max 20% for Administration	\$45,220
Estimated Wages & Benefits	\$44,014
Total for Projects	\$182,086

- Makes Tigard residents ineligible for Washington County CDBG funded social service programs. At the same time, the city would be unable to provide funds to the breadth of organizations the county funds. Thus, Tigard residents could potentially have reduced access to these programs. HUD limits the amount of funds used for public services to 15%. If the city were to go out on its own, a maximum award of \$33,915 would be available. As stated earlier, this year the Policy Advisory Board received more applications than in any previous year requesting a total of \$1,173,095 with only \$382,733 in funding available (\$847,772 shortfall).
- Funds distributed by the city could make the process more onerous for nonprofits. Nonprofits would have to apply separately to the city, county, and any other direct entitlements (Beaverton and Hillsboro) in order to serve Washington County. The organizations would also have to separately track and administer their programs.
- There would need to be considerable effort on the city’s part to put together a new program. This would include putting together a committee and public process to set program priorities, hiring and training new staff, and designing an application and review process.
 - Example: Grants Pass, OR
The City of Grants Pass estimates that at least 6 months is needed to get a new CDBG program up and running. In addition the city used resources for consultant services for a strategic plan and annual action plan.
- The city could choose to fund economic development projects which are not currently part of the county program.

Option 2: City elects to become a joint entitlement.

<u>Administrative Responsibility</u> <input type="checkbox"/> City <input checked="" type="checkbox"/> County	<u>Compete for projects</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Participates in the Policy Advisory Board</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Staffing Impacts</u> ● ● ○	<u>Impacts to Social Services</u> ○○○

Key Policy Considerations

- This option is a hybrid between options 1 and 3. Becoming a joint entitlement would mean that the city becomes a separate entitlement but remains within the County CDBG program. The details of this option would be spelled out in an Intergovernmental Agreement and Operating

Potential Project Budget	
Estimated Allocation	\$226,100
40% for eligible projects	\$90,440
Total for Projects	\$90,440

Agreement with Washington County. In this scenario, the city's entitlement would be received by the county and administered through Washington County's Office of Community Development (OCD).

- The City of Hillsboro currently operates in this arrangement with the county. At the time, this decision was made for several reasons: the costs of administering a separate city program can be burdensome; the ability to guarantee a certain annual allocation of public infrastructure or public facility projects is appealing; and the recognition that the public service agencies located in Hillsboro would continue to receive funds from the county program to serve both Hillsboro and County residents.
 - Under Hillsboro's operating agreement with the County, the city retains 50% of their entitlement for eligible projects (infrastructure or public facilities serving primarily low/moderate income persons or protected classes). Remaining funds pay for administration, public services, and the other categories including housing rehab.
 - The city is under obligation to spend the funds in a timely manner.
- The primary benefit of this option is that the city would no longer compete for projects. The city would have an estimated \$90,440 available annually for a project of its choosing. Up to two years of funding could likely be combined to afford a more expensive project.
- The city would be responsible for regular project delivery to ensure the county is able to meet their commitments to HUD. This could impact the city's workload, and ability to complete other projects.

Additional Considerations

Potential changes to the County Program

- At the October 2015 PAB meeting, city representatives from Hillsboro announced that they are currently in the process of evaluating whether the city should remain as a joint entitlement or consider going out on their own. If Hillsboro were to leave the county consortium, there would be about a 26% drop in funding. This would necessitate changes countywide – potentially including a reduction in county staff, changes to funding priorities, etc.

County's Risk of losing Emergency Solutions Grant Funding (ESG)

- If the City of Tigard were to either leave the Consortium or go "joint," Washington County's eligibility for Emergency Solutions Grant funding could be affected. In the year following Tigard's first allocation of CDBG, the ESG allocation attributable to Tigard's geography would be folded into the State of Oregon's ESG allocation. We estimate that the amount will not be large enough to cause the remaining Washington County ESG allocation to also fold into the State of Oregon ESG allocation. However, if the

ATTACHMENT 2

populations and/or poverty-related data for Beaverton, Hillsboro and Tigard increase at a greater rate than for Washington County's remaining population, it is possible that the Washington County direct ESG allocation could be folded into the State of Oregon allocation at a future point in time.

- The county has found that once the funds are added into the state's ESG allocation, the total amount is not returned to the county in services.
- Currently the county's ESG money is subcontracted directly to Community Action. They manage the rent assistance funds and they subgrant out funding to the shelters for shelter operations. They also subgrant outreach dollars to Luke-Dorf, Open Door Counseling, and HomePlate.

Potential CDBG Project List

Project	Description	Cost Estimate
100th Ave	Pathway through S-curves	\$100,000
Murdock St ext to Hwy 99W	New Trail	\$120,000
Greenburg? Raised Pedestrian Refuge and Marked Crosswalk	Improve signing and striping at the existing signalized crosswalk; raise and upgrade existing refuge island	\$130,000
Park facilities at Metzger School	Park development at Metzger Elementary School.	\$135,000
Bagan Park	Development of a neighborhood park including a small parking lot, nature play area, walking path, community gardens, and open lawn areas.	\$140,000
Steve St to 84th Ave	Trail Project connecting Steve St to 84th St. A property along this corridor has been purchased by the city to become a park.	\$336,000
Frewing St	Add sidewalks and bikelanes; install bike boulevard treatments on both sides of the street from Highway 99W to O'Mara St	\$400,000
Scoffins St sidewalk	Add sidewalks	\$1,000,000
McDonald St Sidewalks	Potentially a portion of this larger project could be CDBG eligible.	Cost Varies
Sidewalks and trails in the Tigard Triangle	Specific projects TBD	Cost Varies

Past City of Tigard CDBG Projects

Please note, these are the grants awarded to the City of Tigard and do not include the grants that were awarded to Tigard based nonprofits like the Good Neighbor Center, Community Partners for Affordable Housing, and St. Anthony's.

Year	Project Name	CDBG Award	Match	Project Description
1979-1980	Tigard Senior Center	\$441,975	\$4,500	Property acquisition, design, and construction of a senior center to serve the cities of Tigard, King City, and the surrounding unincorporated area.
1981	Tigard Downtown Revitalization	\$20,000	\$1,070	Study the housing and transportation needs of low-to-moderate income residents of Tigard. Study included: general transportation circulation, parking, building conditions, and civic center feasibility.
1981	Architectural Barrier Removal and Sidewalk Improvements	\$25,152	\$4,500	Fund the construction of sidewalks, 88 curb cuts, and the installation of street lights.
1983	Fanno Creek Park Improvements	\$32,340	\$41,840	Development of a park along Fanno Creek that runs through the city's Downtown area.
1988	Tigard Senior Center	\$130,663	\$159,317	Construct entry vestibule, stairs, and elevator, porico, craft store, administrative office space, kitchen supply room, exterior maintenance room and installation of improved heating and ventilation system.
1990	Tigard/Metzger Walkways	\$87,232	\$13,305	Construction of sidewalks including grading, culverts, paving and extruded curbs along some sections.
1991	Englewood Park	\$5,461	\$600	Improve accessibility of the park to the mobility impaired by providing curb cuts at park entrance and/or removal of architectural barriers.
1991	Cook Park	\$11,680	\$4,435	Improve the accessibility of Cook

				Park to the disabled through physical improvements or remodeling of architectural barriers.
1994	Grant Avenue Sidewalk Improvements	\$58,930	\$40,900	Widen and improve SW Grant Ave between Tigard Elementary and Johnson St. Related construction activities include sidewalks, curbs, and gutters.
1996	Tigard Senior Center	\$27,550	\$4,690	Exterior improvements to the Tigard Senior Center including: paving over uneven gravel based portions of driveways and parking area; and create raised flower beds and vegetable gardens to be tended by elderly and disabled persons.
1997	91 st Avenue Sidewalk Improvement	\$166,800	\$23,200	Improve the roadway along 91 st Avenue, between Lincoln Street and Greenburg Rd, to alleviate safety concerns.
1999	Thorn Street Storm Drainage	\$43,278	\$9,400	Improve storm drainage along Thorn Street between 80 th and 82 nd Avenue. Project will improve vehicular and pedestrian safety in an area subject to chronic flooding.
1999	Lincoln Pedestrian Improvements	\$166,800	\$23,200	Construct sidewalks, curbs and storm drainage on Lincoln Street between Greenburg Rd and Commercial St.
2000	Lincoln and and 92 nd Ave Sidewalk Improvements (Phase II)	\$120,000	\$126,100	Construct sidewalks, curbs, and storm drainage to that portion of the street that is substandard, lacks curbs, and storm drainage.
2002	Bonita Park	\$140,400	\$105,550	Construct and equip a neighborhood park. Improvements include a play structure, seating and picnic areas, open lawn area, and a hard surface basketball court.
2003	Hall St Sidewalk Improvements	\$71,958	\$30,755	Constructed 12,256 square feet of five-foot sidewalks and 1,532

ATTACHMENT 4

				lineal feet of curb on Hall Blvd. between Highway 99W and Spruce St.
2005	Hall Blvd. Sidewalk Improvement (Phase II)	\$136,725	\$57,408	Improvements included sidewalks, curbs, retaining wall, wheelchair ramp, and driveway apron
2007	Tigard Senior Center Remodel	\$330,673	\$83,446	Remodel 27 year old senior center. Work items included a remodeled kitchen area and installation of modern, commercial grade, and properly-vented equipment
2008	Tigard Senior Center Remodel (Phase II)	\$145,109	\$113,350	Addition of a 619 sq. ft. garden room, associated site improvements, and a rooftop deck.
2009	Garrett Street Sidewalks	\$141,790	\$24,770	Design and construct sidewalks and associated storm drainage facilities on one side of Garret Street to current city standards.
2010	The Knoll Infrastructure Improvements	\$425,000	\$183,070	The City of Tigard will undertake the construction of 552 lineal feet of curbs, sidewalk, landscape, and drainage; as well as the installation of a traffic signal adjacent to the proposed 48-unit The Knoll senior housing development.
2014	North Dakota/95 th Sidewalks	\$200,000	\$30,000	Construct new sidewalks along 95th Ave north of Greenburg Rd and North Dakota St east of Greenburg Rd. This will build 'missing link' sidewalks along two key neighborhood entrances connecting residents to the rest of the city's sidewalks and nearby transit lines.
2016	Commercial Street Sidewalks	PENDING		