



TUALATIN CITY COUNCIL MEETING

MONDAY, AUGUST 22, 2022

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

Mayor Frank Bubenik
Council President Nancy Grimes
Councilor Valerie Pratt Councilor Bridget Brooks
Councilor Maria Reyes Councilor Cyndy Hillier
Councilor Christen Sacco

To the extent possible, the public is encouraged to watch the meeting live on local cable channel 28, or on the City's website.

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, August 8. These statements will be included in the official meeting record, but not read during the meeting.

For those who would prefer to make verbal comment, there are two ways to do so: either by speaking in person or entering the meeting using the zoom link and writing your name in chat. As always, public comment is limited to three minutes per person.

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

Link: <https://us02web.zoom.us/j/86121293664?pwd=SS9XZUZyT3FnMk5rbDVKN2pWbnZ6UT09>

Work Session

- 1. 5:00 p.m. (30 min) – Tualatin Made: A Manufacturing and Workforce Growth Program in Tualatin.** Staff will present information about a proposed collaborative partnership with Oregon Manufacturing Extension Partnership (OMEP) and Representative Prusak's Office focused on assisting Tualatin manufacturers and their employees.
 - 2. 5:30 p.m. (60 min) – Core Opportunity and Reinvestment Area Update.** Staff will present information about the Core Opportunity and Reinvestment (CORA) area plan's vision, goals, strategies, boundary, and identified areas of investment.
 - 3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the August 22nd City Council meeting and brief the Council on issues of mutual interest.
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7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Public Health Announcement
- [2.](#) Tualatin Library Foundation Vine2Wine Event

Public Comment

This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent agenda. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.

Consent Agenda

The Consent Agenda will be enacted with one vote. The Mayor will ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda.

- [1.](#) Consideration of Approval of the Work Session and Regular Meeting Minutes of August 8, 2022
- [2.](#) Consideration of **Resolution No. 5640-22** Authorizing the City Manager to Execute an Intergovernmental Agreement with Metro for a Clean-Up Grant; and Appropriating Special Purpose Revenues in the City's General Fund During the FY 2022-23 Budget
- [3.](#) Consideration of **Resolution No. 5641-22** Authorizing the City Manager to Execute a Deed Acquiring Property for Basalt Creek Parkland
- [4.](#) Consideration of **Resolution No. 5642-22** Authorizing the City Manager to Execute an Intergovernmental Agreement with Metro for Basalt Creek Parkland Acquisition using 2019 Parks and Nature Bond Measure Local Share Program Funds; and Appropriating Special Purpose Revenues in the City's Park Development Fund During the FY 2022-23 Budget

General Business

If you wish to speak on a general business item please fill out a Speaker Request Form and you will be called forward during the appropriate item. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.

- [1.](#) Climate Friendly and Equitable Communities Status and Next Steps

Items Removed from Consent Agenda

Items removed from the Consent Agenda will be discussed individually at this time. The Mayor may impose a time limit on speakers addressing these issues.

Council Communications

Adjournment

Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at www.tualatinoregon.gov/council.

Tualatin City Council meets are broadcast live, and recorded, by Tualatin Valley Community Television (TVCTV) Government Access Programming. For more information, contact TVCTV at 503.629.8534 or visit www.tvctv.org/tualatin.

In compliance with the Americans with Disabilities Act, this meeting location is accessible to persons with disabilities. To request accommodations, please contact the City Manager's Office at 503.691.3011 36 hours in advance of the meeting.



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Jonathan Taylor, Economic Development Manager
Jude Kirstein, Oregon Manufacturing Extension Partnership

DATE: August 22, 2022

SUBJECT:
Tualatin Made: A Manufacturing and Workforce Growth Program in Tualatin

EXECUTIVE SUMMARY:

Tualatin Made: A manufacturing and workforce growth program

The *Tualatin Made* program is a proposed collaborative partnership with the City of Tualatin, Oregon Manufacturing Extension Partnership (OMEP), and Representative Prusak's Office focusing on assisting Tualatin manufacturers and their employees. This flexible program provides scholarships to local manufacturers to cover contracted programs provided by OMEP. The program intends to focus on assisting as many companies transform for tomorrow's economy in a deep and impactful way. The program will focus on assisting businesses in three key areas: business strategy, manufacturing operations, and workforce solutions. The program is entirely administered from application to completion by Oregon Manufacturing Extension Partnership.

Who Is OMEP?

OMEP is an organization that uses real-world manufacturing experience to bring thoughtful problem solving approaches to eliminate obstacles faced by Oregon manufacturers.

In 1988, the National Institute of Standards and Technology (NIST) launched the Manufacturing Extension Program (MEP) to support small- and mid-sized manufacturers in a declining industry. To serve Oregon manufacturers, Oregon Manufacturing Extension Partnership (OMEP) was formed in 1996 as part of Oregon Advanced Technology Consortium (OATC), a consortium of community colleges.

In 2001, OATC was dissolved and OMEP, Inc. was launched as a non-profit company – initially affiliated with the Oregon Institute of Technology and now fully independent. To serve Oregon manufacturers statewide, they've expanded their regional offices to include Bend, Medford, Eugene, and Salem. OMEP has kept its focus on producing long-term, sustaining results for manufacturers.

OMEP is the official representative of the MEP National Network in Oregon. The MEP National Network is a unique public-private partnership that delivers comprehensive, proven solutions to U.S. manufacturers, fueling growth and advancing manufacturing.

Focused on helping small and mid-sized manufacturers generate business results and thrive in today's technology-driven economy, the MEP National Network comprises the National Institute of Standards and Technology's Manufacturing Extension Partnership (NIST MEP), 51 MEP Centers located in all 50 states and Puerto Rico, and its 1,300 trusted advisors and experts at nearly 600 MEP service locations, providing any U.S. manufacturer with access to resources they need to succeed.

In 2017, the Network helped to create and retain more than 100,000 manufacturing jobs. Clients also retained more than \$12 billion in sales and realized more than \$1.7 billion in cost savings. For every one dollar of federal investment, the Network generates \$27.20 in new sales growth for manufacturers and \$27.30 in new client investment. This translates into \$3.5 billion in new sales annually.

Program Process

1. Manufacturers Seek Assistance / Guidance

Tualatin manufacturers interested in this program can seek assistance through a simple outreach via any method comfortable for the manufacturer directly OMEP and the City of Tualatin. If assistance is requested through the City, we will pass the relevant contact information to OMEP.

2. On Site Assessment

The OMEP Team will confidentially review the manufacturer's business health using assessment results to resolve the most pressing issues the company face.

3. Scope of Work, Impacts and Duration Established

OMEP and the individual manufacturer will work to establish a scope of work, expected impacts, and proposed assistance duration for success.

4. Understand and Evaluate Current State

OMEP will work with each individual manufacturer to solve specific problems, such as increasing efficiency, technological advances, finding and/or retaining skilled workers. Once those issues are resolved, OMEP and the individual manufacturer can start planning for what's "next."

5. Implantation Steps To Achieve Desired Future State

OMEP will work with each company to implement systems for continuous improvement. These improvements apply to operational excellence, business strategies and financial understanding, and workforce and operational challenges.

Success Matrix

The Tualatin Made Program has five key matrices for program and client success: revenue growth, reduced expenditures, employees retained, employees hired, and wage growth.

Revenue Growth: The amount of money the company makes over a pre-determined time compared to a previous, identical time.

Reduced Expenditures: The amount of money a company can logistical decrease to maximize gross profits.

Employees Retained: The number of skilled employees retained and/or lowering the workforce turnover rate.

Employees Hired: The number of new skilled employees hired.

Wage Growth: The increased amount the average individual employee.

Funding Source

The City of Tualatin and Oregon Manufacturing Extension Partnership will utilize up to \$100,000 of the \$410,000 allocated by Representative Prusak to her district through the State Legislature portion of the American Rescue Plan.

FINANCIAL IMPLICATIONS:

If approved, the City will allocate \$100,000 to be utilized for this program from the \$410,000 American Rescue Plan Act funding from State Representative Prusak's Office.

ATTACHMENTS:

- Attachment A: Power Point



TUALATIN MADE

a manufacturing & workforce growth program



A person wearing a dark hoodie is seen from the side, looking at a laptop screen. The scene is dimly lit, with some light coming from the background, possibly a window or a screen. The overall mood is focused and professional.

PROGRAM OBJECTIVE

**Assisting as many companies today
transform for tomorrow's economy in a
deep and impactful way.**



OMEP

A black and white photograph of a worker in a hard hat and safety glasses, focused on a task. The worker is wearing a dark jacket and is using a power tool, possibly a drill or a screwdriver, on a workpiece. The background is dark and out of focus, suggesting an industrial or manufacturing environment. The lighting is dramatic, highlighting the worker's face and the tool.

PROGRAM FOCUS

BUSINESS STRATEGY

MANUFACTURING OPERATIONS

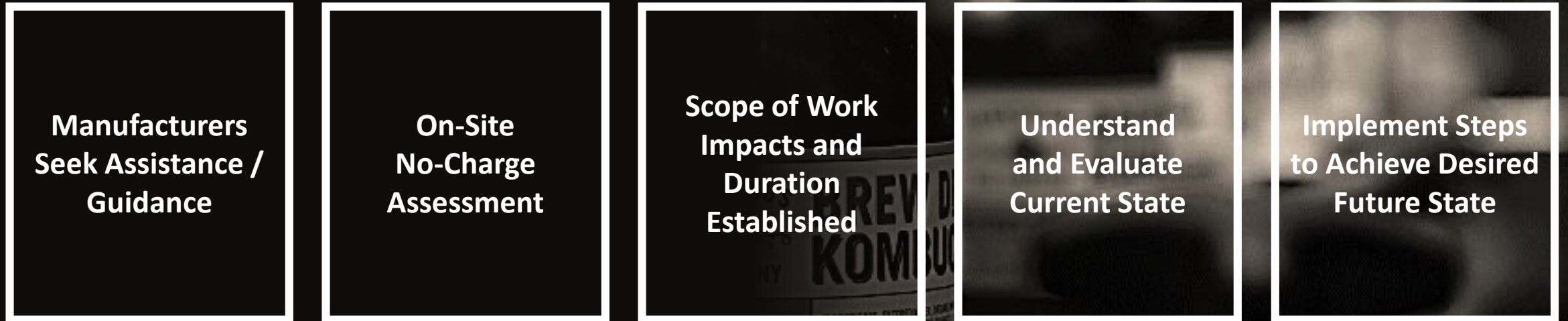
WORKFORCE SOLUTIONS



WHO IS OMEP?

The Oregon Manufacturing Extension Partnership is an organization that uses real-world manufacturing experience to bring thoughtful problem solving approaches to eliminate obstacles faced by Oregon manufacturers.

PROCESS





PILOT FUNDING

\$50,000

SECOND STAGE

\$50,000

SUCCESS MATRIX

REVENUE GROWTH

- AND/OR -

REDUCED EXPENDITURES

- AND/OR -

EMPLOYEES RETAINED

- AND/OR -

EMPLOYEES HIRED

- AND/OR -

WAGE GROWTH

QUESTIONS?



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Jonathan Taylor, Economic Development Manager
DATE: August 22, 2022

SUBJECT:

A discussion regarding the Core Opportunity and Reinvestment Area Plan's vision, goals, strategies, boundary, and identified areas of investment.

EXECUTIVE SUMMARY:

The Core Opportunity and Reinvestment Area (CORA)

What

The City of Tualatin's prosperity planning efforts have been a multi-year endeavor to securely position our community for long-term economic prosperity. The changing economic landscape (short and long-term) of the COVID-19 Pandemic has further prioritized these efforts.

The Need

As our community continues to grow, development constraints present challenges for long-term prosperity for our community. The availability of developable land and transportation infrastructure is limited or severely restricted. In addition, the transition around online commerce and supply chain have presented opportunities and challenges for long-term land-use.

The Purpose

To plan for long-term economic prosperity utilizing a variety of financing tools, primarily tax increment financing, to meet the community needs in alignment with broader community vision.

Outcome

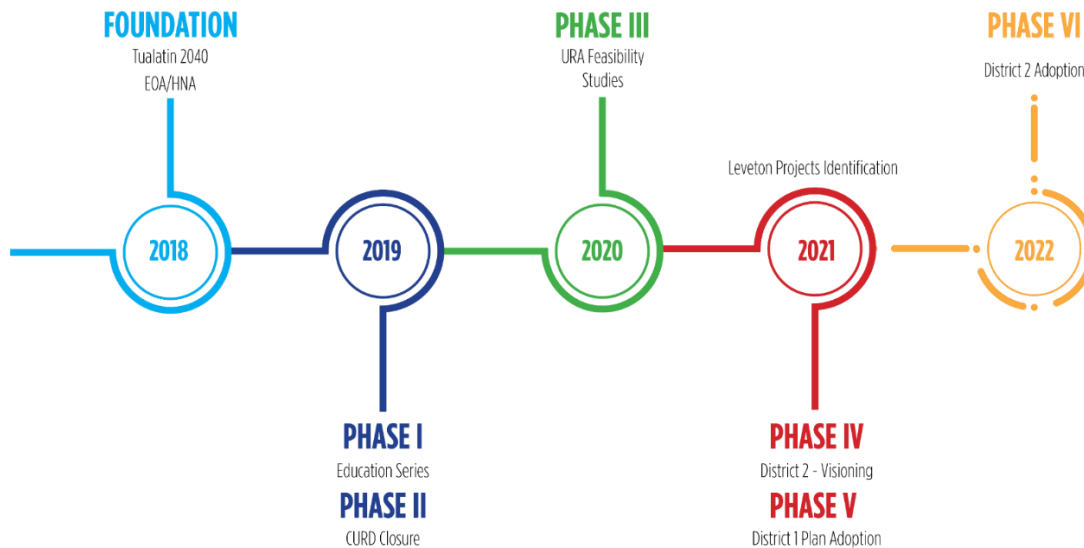
Following the process that has been identified in previous meetings, which is currently underway, a plan document will be created that will provide a roadmap on the utilization of tax increment finance over a set duration period for the funding of priority projects and programs.

Background

Since 2018, the City of Tualatin has worked on several long-range projects to securely position our community for long-term economic prosperity beginning with the Tualatin|2040 project. That project detailed the constraints with the lack of land supply for residential and employment land development.

To address these constraints, Council expressed interest in learning about urban renewal. Four education series were held and as a result Council directed staff to conduct two feasibility studies in the areas of the Southwest Industrial/Basalt Creek and the Town Core Areas.

In 2020-2021, Council held a number of small group briefings and work sessions that identified key priorities. The priorities included: small business assistance, community identity, access to housing, improved transportation, blight remediation, developer assistance, climate change, and land acquisition.



On September 28, 2020, the Tualatin City Council was presented the Proposed Study Area 2 Feasibility Study. The study indicated the total potential tax increment finance (TIF) revenue over a 30- year period is estimated to be between \$248.2 million and 362.7 million, depending on the future growth in assessed value in the area. Three growth scenarios were analyzed as described later in this report. This would support a total maximum indebtedness (i.e., the total principal amount of projects to be funded) between \$210.0 million and \$308.3 million. When accounting for inflation and adjusting the maximum indebtedness to be reported in constant 2020 dollars, we forecast the true financial capacity of the URA to be between \$118.1 million and \$171.4 million.¹

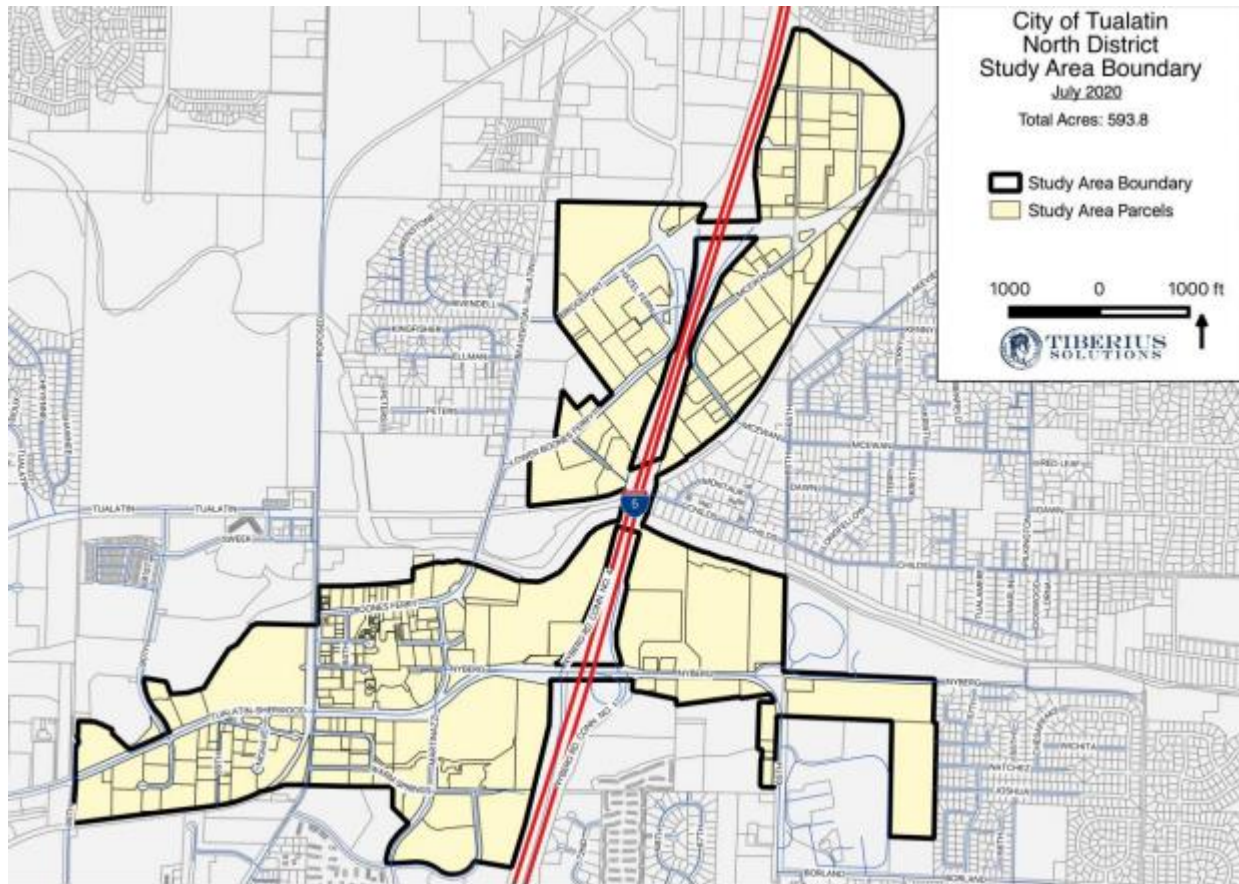
Beginning on March 29, 2021, staff held three preliminary sessions with Council to discuss the proposed study area’s boundaries, existing conditions/challenges, and confirm priorities and goals previously identified in past phases to prepare for the April 26 workshop.

Identified Priorities/Goals:

- Establish or create a common identity
- Enhance connectivity
- Ensure a collaborative approach
- Protect and promote the natural environment
- Foster mixed-use development
- Expand housing options

¹ Impact options presented reflected 2023 dollars.

Feasibility Study Area:



The feasibility study area focused on keeping future redevelopment near major transportation modes; enhance current employment lands by increasing capacity; prepare for major regional transportation projects; remedy areas that are prone to environmental issues; enhance existing connectivity; fund major infrastructure projects to prepare for future growth; and based on previous community needs and desires.

Working Group Recap

On March 28, 2022 City Council passed Resolution 56087-22 establishing a ten member working group. Members included: Chief Cassandra Ulven (Tualatin Valley Fire and Rescue), Susan Noack (Tualatin Chamber of Commerce), Cathy Holland (Commercial CIO), Councilor Christen Sacco, Mayor Frank Bubenik, Dr. Aaron Welk, Doug Ulmer, Beth Sethi, Jamison Shields, Denise Cline (TPark). The resolution requested the working group: *provide feedback on existing conditions of the area, proposed vision, and objectives; provide feedback on the proposed boundary, area projects, and project direction; and identify and recommend any additional projects for the proposed area.*

Working Group Suggestions:

- Rework the vision statement. “make it more concise and direct.”
- Focus on the Town Commons.
- Add in projects that promote and address community identity.

Public Outreach Efforts

February 9, 2022 – Tualatin Chamber of Commerce
March 12, 2022 – Tualatin Parks Advisory Committee Presentation
May 19, 2022 – Planning Commission Work Session
May 2, 2022 – Portland General Electric Meeting
June 21, 2022 – Commercial Citizen Involvement Organization Meeting
July 20, 2022 – Level Development (Private Developer Meeting)
July 21, 2022 – Macadam Forbes (Private Developer Meeting)

Policy Question: Does Council agree with the Core Opportunity and Reinvestment Area Plan Vision?

Proposed Plan Vision:

The proposed plan document vision takes existing work from prior strategic planning efforts and consolidates them into one purpose. This vision will be utilized for the adopted plan document that will direct funding and policy priorities for future efforts in the proposed area. The following is the proposed vision:

The Core Opportunity and Reinvestment Area Plan is a guiding document in our community's effort to strengthen the social, cultural and economic vitality of central Tualatin by funding projects that improve property values, eliminate existing and future blight, and create an active civic core.

Policy Question: Does Council agree with the Core Opportunity and Reinvestment Area Plan Proposed Goals and Strategies?

Proposed Goals and Strategies

The proposed goals and strategies takes Council policy direction, working group feedback, and community input and translates those into applicable urban renewal efforts. The following is a draft of the proposed goals and strategies for the plan document. The order of these goals do not confer priority or preference.

GOAL 1: BLIGHT REMEDIATION

Encourage and facilitate the redevelopment of historically underutilized and vacant parcels and buildings through direct or public-private partnerships.

Implementation Summary: Incentivize public and private development that reduces the acreage of historically underutilized and vacant parcels and buildings. "Historically underutilized or vacant is identified as properties, parcels or buildings being vacant or undeveloped for five years or more."

Strategy 1: Encourage redevelopment of dilapidated parcels within Plan Area.

Action 1.1: Evaluate opportunities to increase development of commercial and residential mixed-use development.

Action 1.2: Provide or fund additional infrastructure needed for increased commercial and residential development.

Action 1.3: Acquire property to ensure overall community and economic development needs are met and maintained.

Strategy 2: Ensure development of vacant parcels within Plan Area flood plain.

Action 2.1: Evaluate opportunities to increase opportunities for development.

Action 2.2: Allocate funding for infrastructure development for site development.

Action 2.3: Complete necessary site preparation and mitigation measures need for site development.

Strategy 3: Reduce vacant commercial and industrial buildings in Plan Area.

Action 3.1: Conduct market analysis and downtown planning for recruitment and development opportunities.

Action 3.2: Prioritize projects that maximize area prosperity and development that reduces existing vacancy rates.

Action 3.3: Ensure city owned parcels meet highest and best-use for Plan goals.

Strategy 4: Leverage tax increment financing with additional funding tools to support economic development.

Action 4.1: Evaluate opportunities to maximize total project funding with local, regional, state and federal partners.

Action 4.2: Provide incentives, rebates, and assistance where gap funding exists for private and public-private development projects.

Strategy 5: Encourage employment growth and density development in existing areas.

Action 5.1: Support redevelopment of underutilized commercial and industrial areas.

GOAL 2: ENHANCED CONNECTIVITY

Provide residents and workers access to a connected and efficient multi-modal system within, and to/from Plan Area.

Implementation Summary: Construct or upgrade systems that promote efficient and effective transportation within and to the Plan Area.

Strategy 1: Development of main street corridors within Plan area.

Action 1.1: Completion of Area Transportation Plan.

Action 1.2: Develop a main street corridor within the Town Commons for enhanced access to existing businesses.

Strategy 2: Increase major arterial capacity within Plan Area

Action 2.1: Widen existing major arterial roads as identified in the Tualatin Transportation System Plan.

Action 2.2: Provide or fund additional infrastructure needed for increased commercial, industrial, and residential development.

Strategy 3: Improve existing intersections

Action 3.1: Ensure existing intersections along Tualatin-Sherwood Road promote safe pedestrian usage and ease of traffic flow to mitigate congestion growth.

Action 3.2: Develop and implement additional access points to zoned light industrial areas along Tualatin Sherwood Road.

Strategy 4: Expand area trail systems

Action 4.1: Connect existing trails for a complete recreational and multimodal system

Action 4.2: Complete unfinished trails.

GOAL 3: MULTI-USE DEVELOPMENT

Encourage and facilitate attainable multi-family housing that's complementary to commercial development with expanded employment opportunities and life-style amenities.

Implementation Summary: Incentivize public and private development that creates an area where individuals live, work, shop, and play near major transportation infrastructure and quality-of-life amenities.

Strategy 1: Ensure an adequate supply of land is available and developable.

Action 1.1: Evaluate opportunities to increase development within Plan Area.

Action 1.2: Acquire land to ensure availability for future development.

Action 1.3: Fund infrastructure to support higher density commercial, industrial and residential development.

Action 1.4: Review and revise land use requirements and planning district designations, where necessary, to focus housing efforts on areas most suitable.

Strategy 2: Support development and preservation of housing.

Action 2.1: Support development of housing affordable to people who have incomes between 60-120% of median family income in Washington County.

Action 2.2: Develop and implement additional access points to zoned light industrial areas along Tualatin Sherwood Road.

Strategy 3: Adjust planning efforts based on economic and market landscapes.

Action 3.1: Fund planning efforts regarding zoning and development.

GOAL 4: ECONOMIC DEVELOPMENT

Cultivate opportunities for entrepreneurial growth within Plan Area.

Description: Provide small businesses with dedicated financing.

Strategy 1: Develop assistance opportunities to businesses in Plan Area.

Action 1.1: Provide capital improvement grants to businesses within Plan Area.

GOAL 5: COMMUNITY IDENTITY

Cultivate a shared community identity that represents the area's long standing culture and traditions while fostering community connections and healthy relationship with the environment and each other.

Strategy 1: Establish more recreational opportunities.

Action 1.1: Fund planning and construction efforts for recreational access to the Tualatin River.

Strategy 2: Develop a community identity.

Action 2.1: Fund efforts to establish community design standards for all development projects

GOAL 6: INDUSTRIAL DEVELOPMENT

Promote dense industrial development in the southwestern area of the Plan Area.

Implementation Summary: Incentivize development that promotes denser employment opportunities while ensuring community identity and community health is maintained and enhanced.

GOAL 7: PUBLIC UTILITIES

Provide public utilities in the Plan Area as needed to facilitate growth and aesthetic quality.

Implementation Summary: Provide a fully funded utility infrastructure system that assist with eliminating existing blight and encourages future growth.

GOAL 8: FLOOD MITIGATION

Promote the public health, safety and general welfare while minimizing existing and future impact to public and private development due to flood conditions.

Implementation Summary: Provide resources to reduce flood condition impacts.

GOAL 9: ENVIRONMENTAL STEWARDSHIP

To protect Tualatin's original asset, its natural environment, the Commission will work to minimize future impacts to adjacent land where future projects may occur.

Council Question: Does Council general agree with the following proposed projects and investment allocations?

Important Note: Projects and investment allocations maybe changed at any time after the adoption of this Plan through a minor amendment process.

In accordance with the Core Opportunity and Reinvestment Area Plan mission, goals, and strategies, projects have been identified under the following prosperity investment categories.

Prosperity Investment Categories

- A. Mixed Use Development
- B. Transportation
- C. Community Identity
- D. Economic Development
- E. Developer Assistance and Incentives

- F. Utilities
- G. Natural Resource Protection
- H. Flood Mitigation
- I. Acquisition and Disposition
- J. Administration

Mixed Use Development

18970 Catalyst Project

In efforts to meet highest and best use for existing parcels, this catalyst project will seek to fund and implement the design and construction of a mixed-use development with attainable housing and commercial retail at 18970 SW Lower Boones Ferry Road through a public-private partnership. This is city-owned land.

- *Goals: 1, 2, 4*

Transportation

Area Transportation System Plan

Fund efforts to establish long-range vision for identification of projects, programs, and policies that will achieve the Plan Area's transportation goals and needs.

- *Goals: 3*

Main Street Corridor Project (Modification of SW 84th and Nyberg Street)

Fund project planning, design considerations and construction of a main street corridor utilizing existing municipal streets to connect Lower Boones Ferry and Tualatin-Sherwood Roads.

- *Goals: 1, 3, 5*

Intersection Improvement Projects

As found necessary within the Plan Area, construction or improvements relating to intersections, including, without limitation, the construction, installation or upgrade of traffic control devices, turn lanes, appurtenances, and/or realignments.

- *Goals: 3*

Roads

As found necessary within the Plan Area, construction or improvements relating to roads, including without limitation, construction of new or extensions of existing roads.

- *Goals: 3, 6*

Nyberg Creek Greenway

Connect existing Nyberg Creek Trail to the Tualatin River Greenway with the construction of a trail along the Nyberg Creek Wetlands. Connection of these two existing trails will improve access to recreation opportunities, provide safe modes of transportation off of major arterial roads from adjacent residential areas to the Town Core.

- *Goals: 3, 4, 5*

Tualatin River Greenway Trail

Fully complete the Tualatin River Greenway adjacent to the Town Commons.

- *Goals: 3, 4, 5*

Community Identity

Tualatin River Plaza and Access and Habitat Restoration Project

To design and construction a public gathering space and access point along the Tualatin River. In addition, mitigate impacts while enhance environmental habitats near project area.

- *Goals: 4, 5*

Community Design Standard Master Plan

Fund efforts to establish community design standards for all new development projects, or redevelopment efforts that increase valuation by more than 20%. These standards will allow Tualatin to develop and cultivate a shared identity and design within Plan Area.

- *Goals: 1, 2, 4, 5, 6, 9*

Economic Development

Capital Development Grants

Provide financial and regulatory resources to small industrial and commercial property owners to update, modernize existing facilities through capital improvements.

- *Goals: 1, 4*

Developer Assistance and Incentives

Facilitate development and redevelopment on sites in the Area, stimulating growth and providing new employment opportunities and additional mixed use and commercial growth in the Area. An example of a type of assistance is to reduce or eliminate development impacts on adjacent properties.

Utilities

Fund future improvements to sanitary and storm water, water supply, and electrical systems as needed to develop historical vacant parcel and store fronts or Plan area needs.

Natural Resource Protection

Identify methods and practices for protection and enhancement the Plan's natural environment. Partner with regional organizations to facilitate acquisition, enhancement, mitigation, protection and conservation of natural resource areas within the Plan Area.

Flood Mitigation

The Commission's involvement is proposed to be in the form of participating in the local share of any project funded at the local, regional, state, and/or federally funded efforts. The Commission will assume the public-sector leadership role in the redevelopment of historical vacant parcels with the flood plain.

Acquisition and Disposition

Based on sales comparable of notable vacant land, the Tualatin Development Commission's may acquire or dispose of real estate for targeted economic development based on submitted request for proposals by private or public partners.

Council Question: To meet the needs of the community, accomplish Council's priorities, and complete projects in a realistic timeframe, which of the following impact option does Council prefer?

IMPACT OPTIONS

To balance investment projects and priorities with tax implications to our regional taxing districts (including the City of Tualatin General Fund), staff is presenting two options for consideration.

Low Impact

The "Low Impact Scenario" establishes a total of \$53.1 million dollars of maximum indebtedness (MI) to Plan project efforts. This MI amount translates to a fund capacity of \$38.9 million dollars in 2023 dollars. The proposed Plan term is 21 years.

Total Net TIF	\$	66,484,549
Maximum Indebtedness	\$	53,100,000
Capacity (2023\$) - Including Financing Fees	\$	38,850,591
Years 1-5	\$	2,303,522
Years 6-10	\$	15,568,755
Years 11-15	\$	16,335,172
Years 16-20	\$	4,500,000
Years 21-25	\$	143,142

Major projects will occur beginning in year 7.

Major Projects Funded Include:

- Main Street Corridor: \$11,000,000
- 18970 Catalyst Project: \$12,435,000

Investment Category Allocations:

Blight Remediation: \$12.4 million
Transportation: \$11.1 million
Developer Assistance: \$7.5 million
Economic Develop: \$2 million
Community Identity: \$150,000
Administration: \$5.8 million

Impact Scenario Success:

Total Business Assisted: 98
Housing Units Built: 19 – 37
Affordable: 1 – 11
% of Vacant Land Improved: 7%
Trail Mileage Built: 0
Road Mileage Improved: .26

Tax Implications on Regional Taxing Agencies

City of Tualatin:	\$12,758,751
Washington County:	\$12,134,871
Tualatin Valley Fire and Rescue:	\$8,565,582
Tigard Tualatin School District:	\$28,019,539*

**This impact is backfilled by the State of Oregon through student allocation consistent with state law.*

Total revenue implications to all taxing districts is \$66,484,549 over a 21-year Plan term.

High Impact

The “High Impact Scenario” establishes a total of \$139 million dollars in maximum indebtedness (MI) to Plan project efforts. This MI translates to a total project finance capacity of \$81 million dollars in 2023 dollars. The proposed Plan terms is 30 years.

Total Net TIF	\$ 164,595,865
Maximum Indebtedness	\$ 139,000,000
Capacity (2023\$) - Including Financing Fees	\$ 81,125,734
Years 1-5	\$ 5,778,522
Years 6-10	\$ 12,558,755
Years 11-15	\$ 13,291,575
Years 16-20	\$ 16,492,096
Years 21-25	\$ 17,245,035
Years 26-30	\$ 15,759,751

Major projects can begin in year 4.

Major Projects Funded Include:

- Main Street Corridor: \$11,000,000
- 18970 Catalyst Project: \$12,435,000
- Tualatin River Plaza: \$5,000,000
- Trail Development: \$3,000,000

Investment Category Allocations:

Blight Remediation:	\$18.2 million
Transportation:	\$18.1 million
Developer Assistance:	\$16 million
Economic Develop:	\$3.6 million
Land Acquisition:	\$11.9 million
Community Identity:	\$5.1 million
Administration:	\$8.3 million

Impact Option Scenario Success:

Total Business Assisted:	119
Housing Units Built:	56 - 112
<i>Affordable:</i>	1 – 46
% Vacant Land Improved:	25-37%
Trail Mileage Built:	.7
Road Mileage Improved:	.26

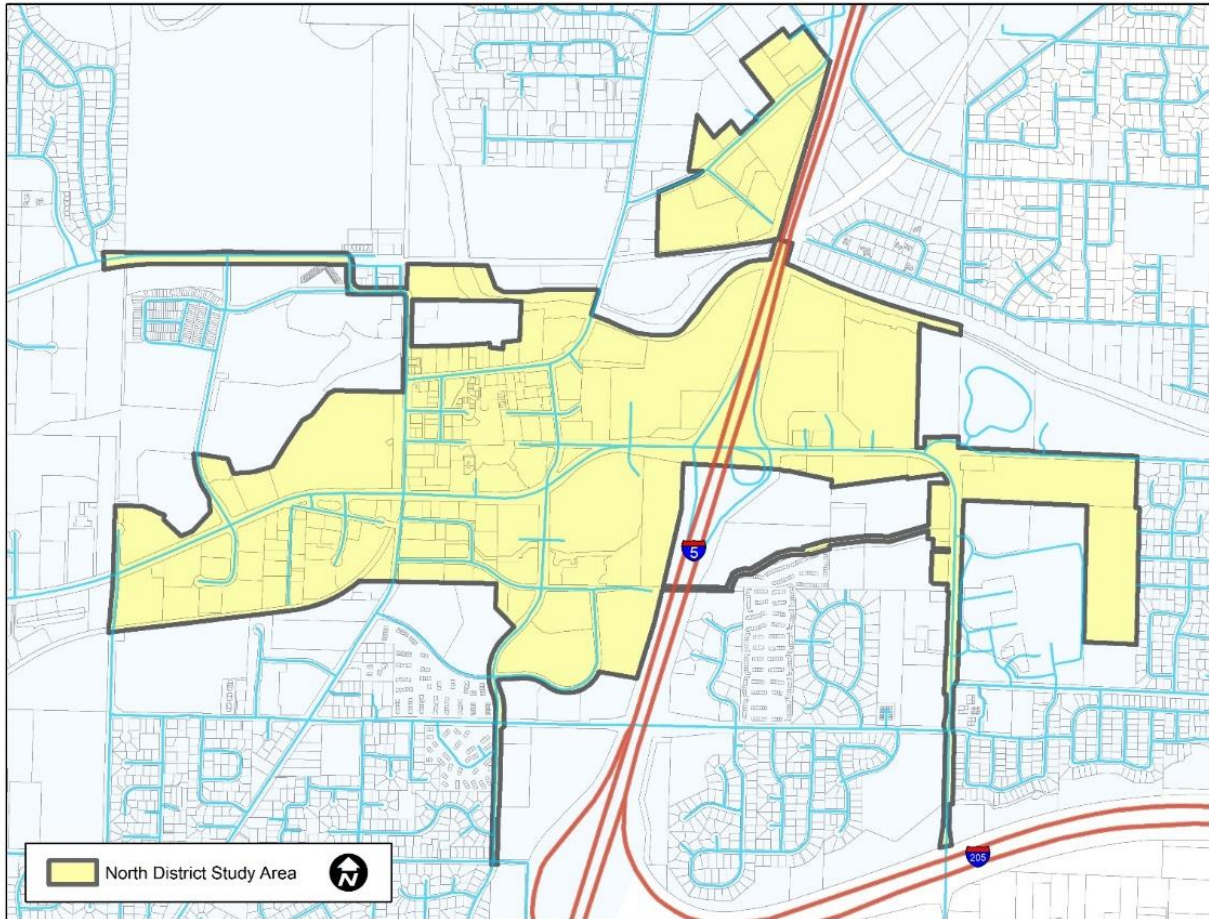
Tax Implications on Regional Taxing Agencies

City of Tualatin:	\$31,512,581
Washington County:	\$30,042,312
Tualatin Valley Fire and Rescue:	\$21,205,819
Tigard Tualatin School District:	\$69,367,999*

**This impact is backfilled by the State of Oregon through student allocation consistent with state law.*

Total revenue implications to all taxing districts is \$164,595,865 over a 30-year Plan term.

Council Questions: Does Council approve of the proposed plan boundary?



As with the original proposed boundary, the boundary as presented focuses on six justifications:

1. Keep future redevelopment **near major transportation** modes.
2. **Enhance current employment lands** by increasing capacity.
3. Remedy areas that are prone to **environmental issues**, i.e. flooding.
4. Enhance existing **connectivity**, or provide new connectivity.
5. Fund major infrastructure projects to **prepare for future growth**, leverage area for needs.
6. Based on previous **community needs and desires**.

Changes to the Boundary and Why:

- Removes Bridgeport Village: Metro’s Regional Transportation Bond Measure was voted down in 2020. Bridgeport is currently in process of a \$35 million dollar renovation.
- Eliminates “Quadrant 2”: No priority projects in the proposed quadrant.
- Removes the RV Park of Portland Site: In consultant with the City of Tualatin and regional taxing districts, this development occurred prior to the adoption of this plan.
- Expands Plan Area rights-of-way: To plan for trail system development and major arterial roadway developments.

If conditions change that require development assistance or infrastructure development in the removed areas, Council may increase the Boundary through a substantial amendment or create a new urban renewal zone.

OUTCOMES OF DECISION:

Depending on the direction Council gives to the policy questions posed, staff will return with modifications and present the proposed Core Opportunity and Reinvestment Area Plan to the Tualatin Development Commission on September 12, 2022. The document that will be presented at the September 12th, 2022 will not be the final document. The document may go through a series of revisions based on Council feedback, community feedback, taxing district feedback, and financial analysis with a final proposed plan on November 12, 2022.

Next Steps:

September: Online Open House

September 12th: Tualatin Development Commission – Recommend plan adoption, forward to Planning Commission, 45 day consult and confer.

September 22nd: Planning Commission Approval

November 12th: City Council Public Hearing

November 28th: Consideration of Final Adoption

FINANCIAL IMPLICATIONS:

None at this time.

ATTACHMENTS:

- Attachment A: Power Point



**PROSPERITY
PLANNING**

**THE CORE
OPPORTUNITY**
REINVESTMENT AREA



PLAN TIMELINE

WE ARE HERE



January – April

Boundary determination and financial impact analysis with consultants.

January – July

Led by City Council, staff will propose projects and bucket list concerns and opportunities for long-term prosperity. Multiple advisory groups may be consulted.

August - December

- **City Council Recap August 22**
- **TDC 45 Submission – 9/12**

- Adoption November 2022
- In effect December 2022



WHAT IS IT?

A multi-year endeavor to securely position our community for long-term economic prosperity. The dramatically changing landscape due to the COVID-19 Pandemic has further prioritized these efforts.

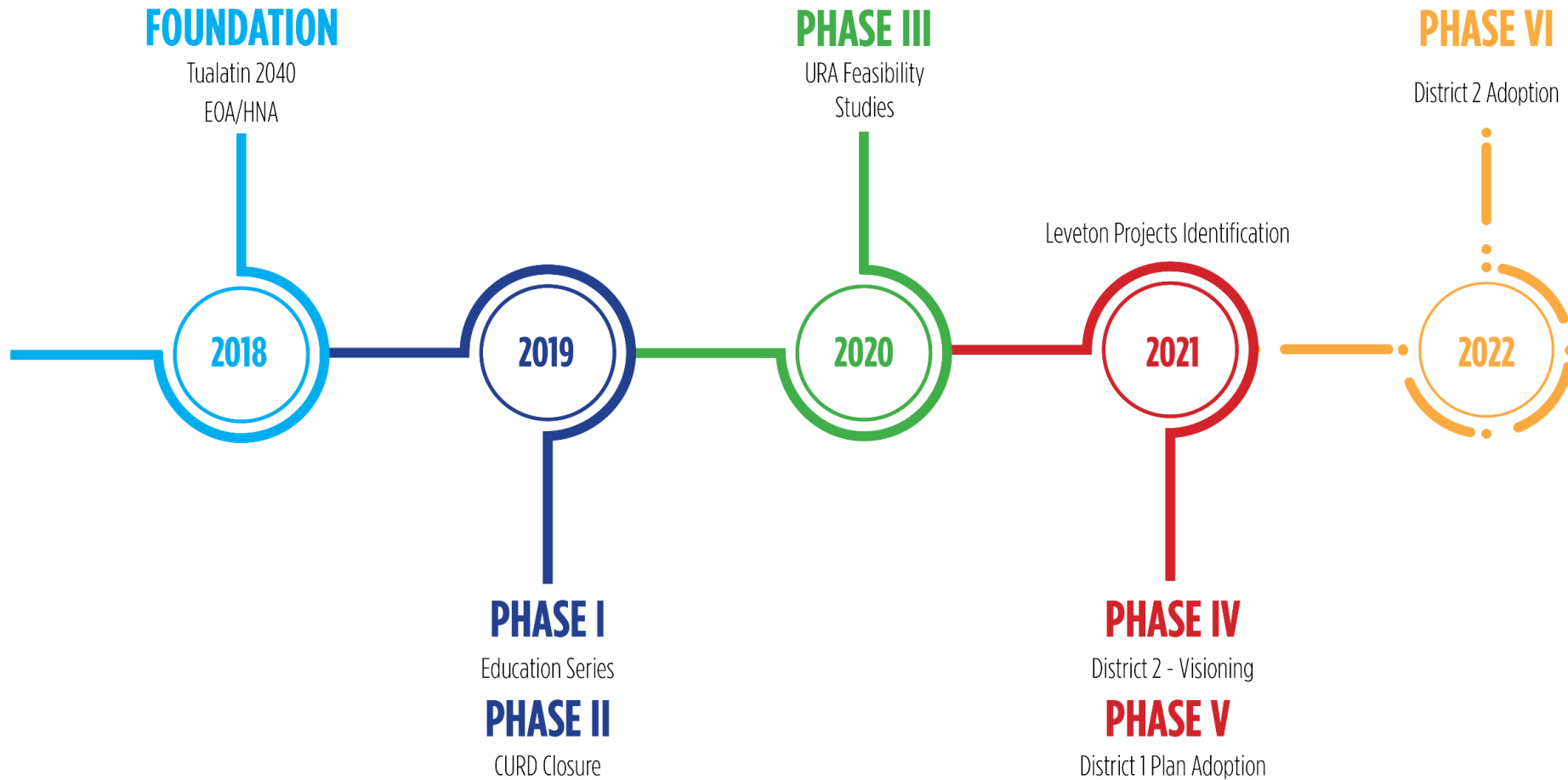
THE NEED

With community growth, development constraints present challenges for long-term community prosperity. The availability of developable land and transportation infrastructure is limited or severely restricted. In addition, the transition to electronic commerce and current supply chain issues will present opportunities and challenges.

THE PLAN DOCUMENT

A document identifying priority projects in alignment with community needs and goals for a set period of time. The funding mechanism is primarily tax increment financing.

BACKGROUND



PLAN EFFORT VALUES & PRIORITIES

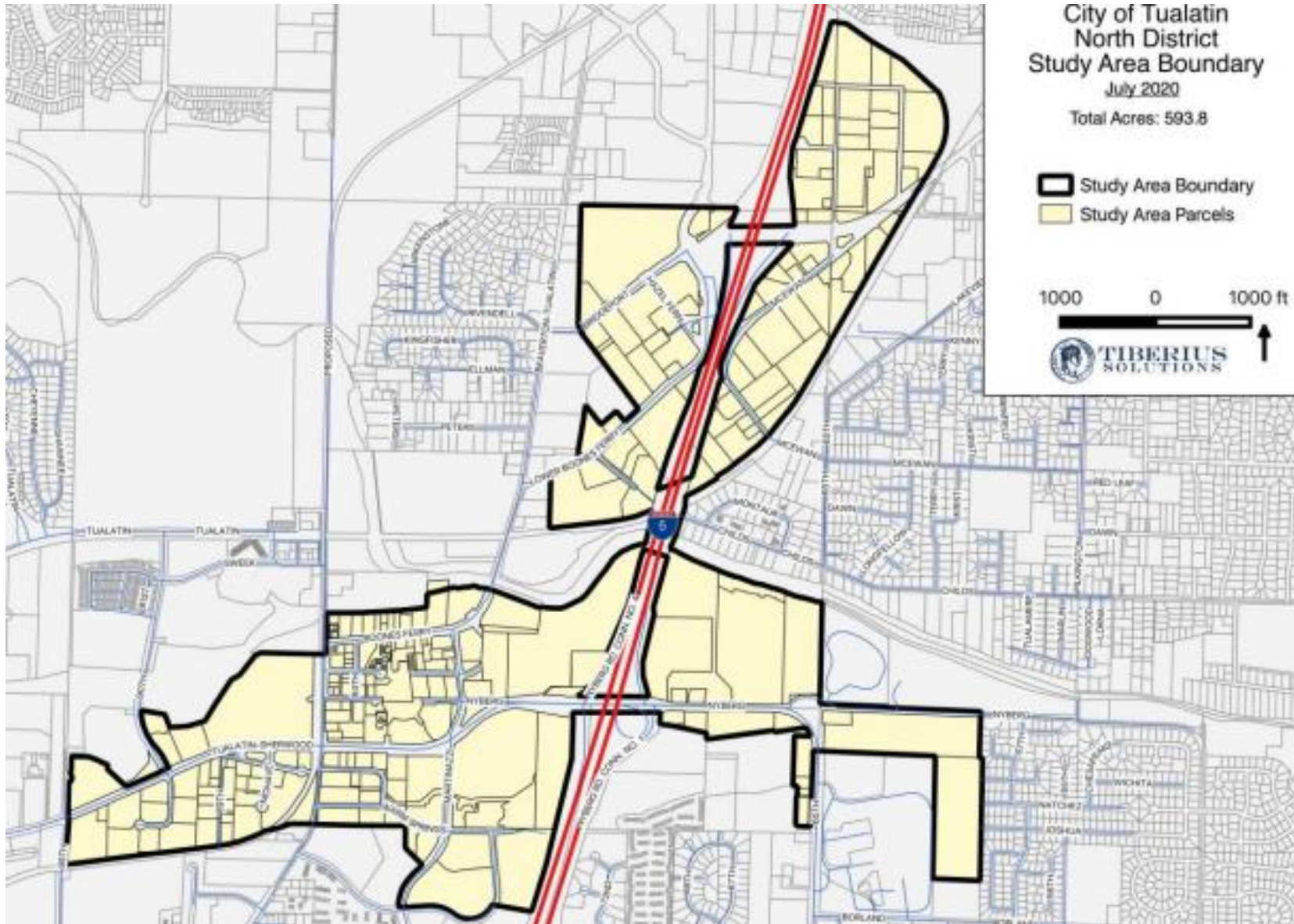
VALUES

1. More housing
2. Leave no existing business behind
3. Enhance connectivity
4. Foster, create, enhance, and promote identity
5. Maintain and grow existing employment lands
6. Economic prosperity for ALL.

PRIORITIES



OPPORTUNITY STUDY AREA






PLAN EFFORT VALUES & PRIORITIES

WHY THIS AREA?

1. Focus on keeping future redevelopment **near major transportation** modes.
2. **Enhance current employment lands** by increasing capacity.
3. **Prepare** for major regional transportation projects.
4. Remedy areas that are prone to **environmental issues**, i.e. flooding.
5. Enhance existing **connectivity**, or provide new connectivity.
6. Fund major infrastructure projects to prepare for **future growth**, leverage area for needs.
7. Based on previous **community needs and desires**.



POLICY QUESTIONS

- 1. DOES COUNCIL AGREE WITH THE PLAN VISION?**
- 2. DOES COUNCIL AGREE WITH THE PROPOSED GOALS AND STRATEGIES**
 - A. DOES COUNCIL AGREE WITH THE PROPOSED PROJECTS AND INVESTMENT ALLOCATIONS.**
- 3. WHICH IMPACT OPTION DOES COUNCIL PREFER?**
- 4. DOES COUNCIL APPROVE THE PROPOSED BOUNDARY?**



The Core Opportunity and Reinvestment Area Plan is a guiding document in our community's effort to strengthen the social, cultural and economic vitality of central Tualatin by funding projects that improve property values, eliminate existing and future blight, and create an active civic core.



GOAL 1



BLIGHT REMEDIATION

Encourage and facilitate the development of historically underutilized and vacant parcels and buildings through direct or public-private partnerships.

STRATEGY 1

DILAPIDATED PARCELS

STRATEGY 2

VACANT PARCELS IN
FLOOD PLAIN

STRATEGY 3

VACANT BUILDINGS

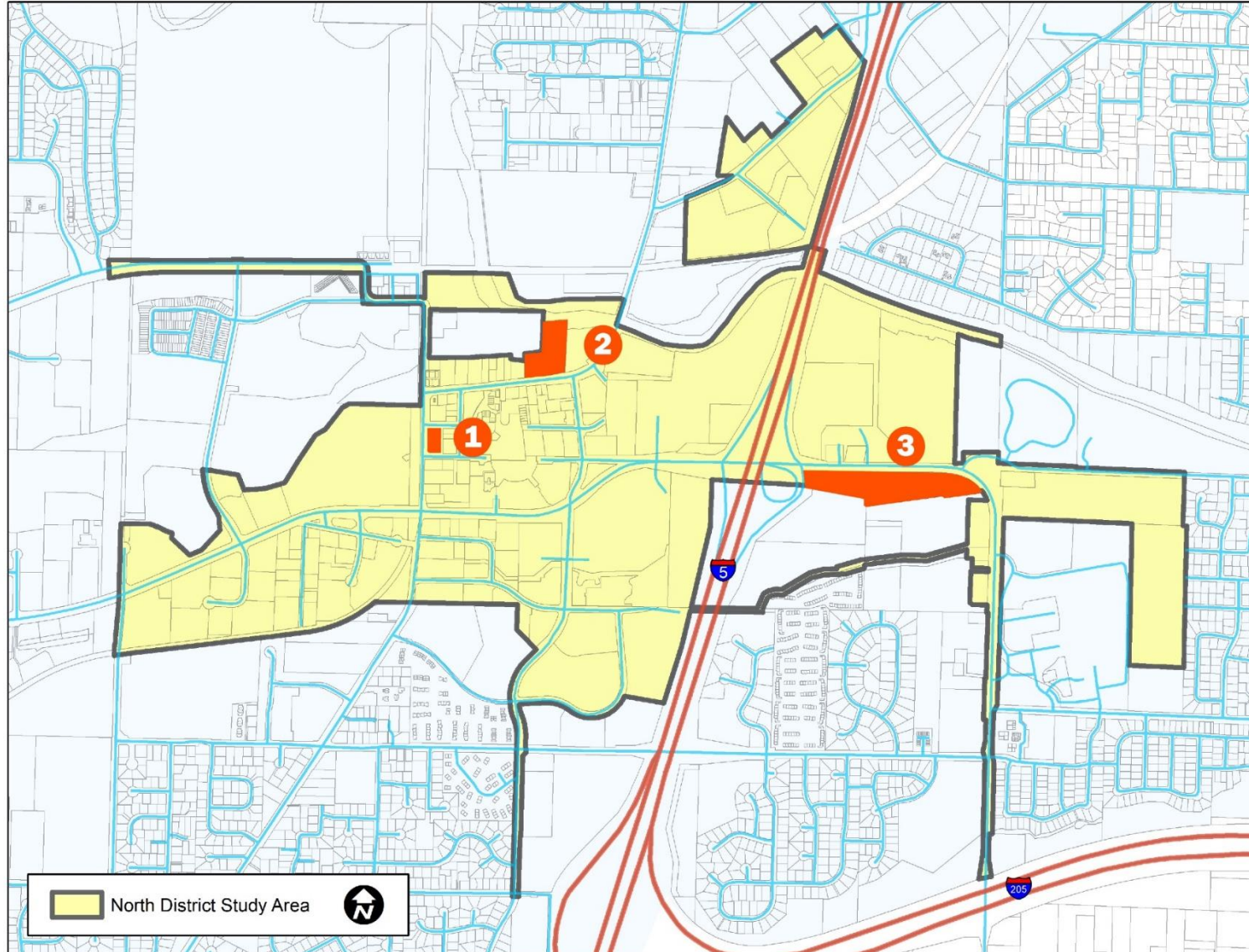
STRATEGY 4

LEVERAGE WITH
ADDITIONAL FINANCIAL
TOOLS

STRATEGY 5

ENCOURAGE GROWTH IN
EXISTING AREAS

BLIGHT REMEDIATION



1. 18970 Catalyst Project

\$12.4 M

In efforts to meet highest and best use for existing parcels, this catalyst project will seek to fund and implement the design and construction of a mixed-use development with attainable housing and commercial retail at 18970 SW Lower Boones Ferry Road through a public-private partnership. This is city-owned land.

2-3. Flood Mitigation Efforts

\$4 M

The Commission's involvement is proposed to be in the form of participating in the local share of any project funded at the local, regional, state, and/or federally funded efforts. The Commission will assume the public-sector leadership role in the redevelopment of historical vacant parcels with the flood plain. Projects will include site readiness and transportation improvements. (This will also be under Goal 8.)







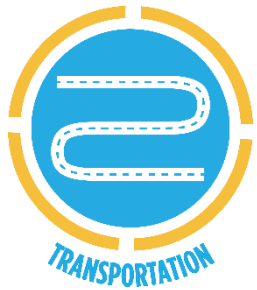


18970 CATALYST PROJECT



18970 CATALYST PROJECT

GOAL 2



ENHANCED CONNECTIVITY

Provide residents, workers, and visitors access to a connected and efficient multi-modal system within, and to/from, area.

STRATEGY 1

DEVELOP MAIN STREET
CORRIDORS

STRATEGY 2

INCREASE MAJOR
ARTERIAL CAPACITY

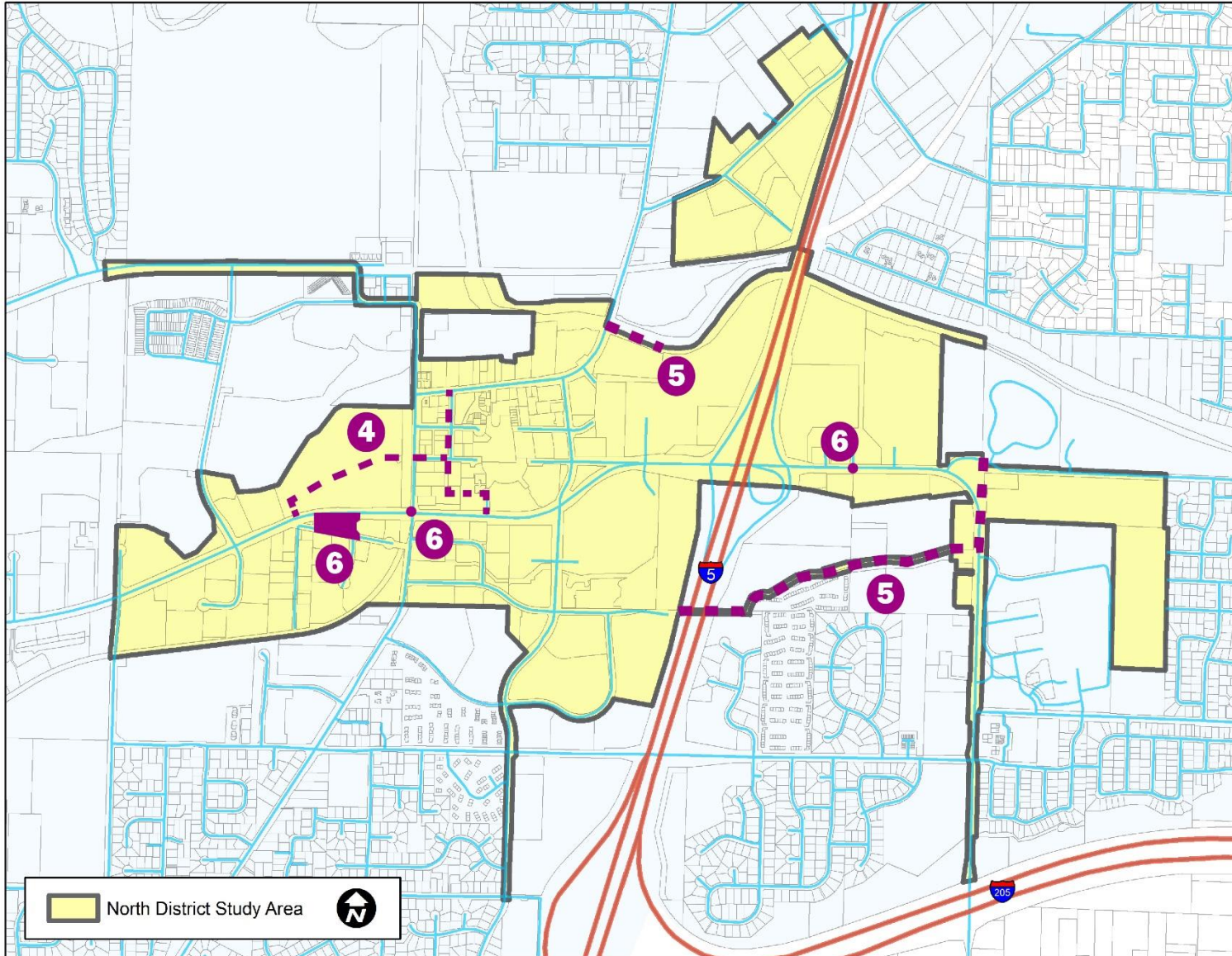
STRATEGY 3

IMPROVE EXISTING
INTERSECTIONS

STRATEGY 4

EXPAND AREA TRAIL
NETWORK

ENHANCED CONNECTIVITY



4. Main Street Corridor \$11 M

Fund project planning, design considerations and construction of a main street corridor utilizing existing municipal streets to connect Lower Boones Ferry and Tualatin-Sherwood Roads.

5. Trail System Construction \$3 M

Connect and fully complete both the Nyberg Creek Greenway and the Tualatin River Greenway.

6. Multi-Access to Hindered Areas \$5.7 M

Construction or improvements related to roads and intersections, including without limitation, construction of new or existing roads or realignments. Areas of concern are the intersections of Old Tualatin-Sherwood and Tualatin-Sherwood; add a right turn lane East Bound on Tualatin-Sherwood Road at Lower Boones Ferry; realign and expand intersection capabilities at Nyberg Road and entrance to Nyberg Woods.

* Area Transportation Plan \$100 K



GOAL 3



MULTI USE DEVELOPMENT

Encourage and facilitate attainable multi-family housing that is complementary to commercial development with expanded employment opportunities and life style amenities.

STRATEGY 1

ENSURE LAND IS
AVAILABLE AND
DEVELOPABLE

STRATEGY 2

SUPPORT DEVELOPMENT
AND PRESERVATION OF
HOUSING

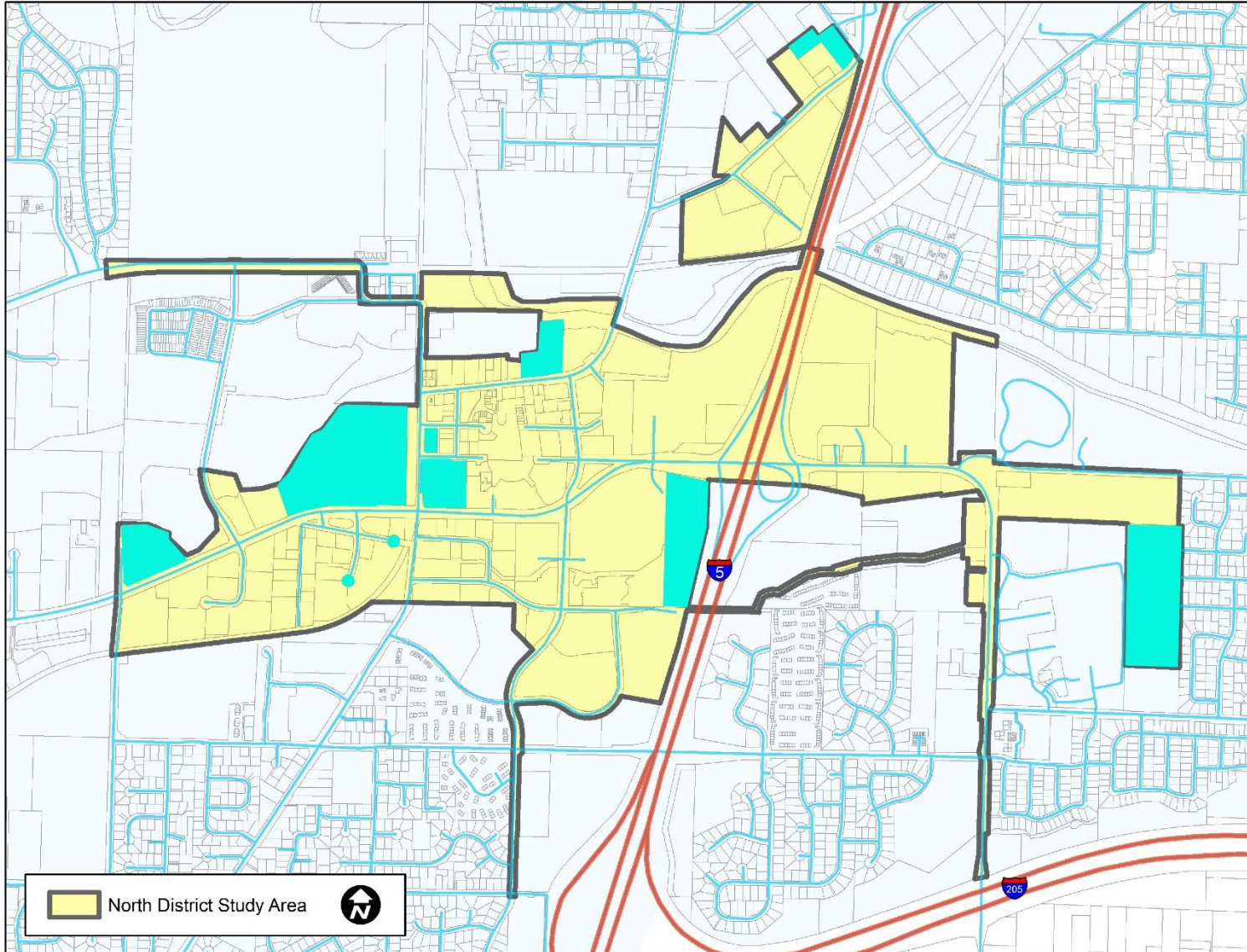
STRATEGY 3

IMPLEMENT CATALYST
PROJECT

STRATEGY 4

ADJUST PLANNING
EFFORTS BASED ON
ECONOMIC LANDSCAPES

OPPORTUNITY PARCELS



Historically Vacant, Underdeveloped Land \$29.1 M

Developer Assistance and Incentives: Facilitate development on sites in the Area, stimulating growth and providing new employment opportunities and additional mixed use and commercial growth in the Area.

Acquisition and Disposition: Based on sales of comparable notable vacant land, efforts will be used to assist with target development based on submitted request for proposals. Public Private Partnerships will be priority.

* Zone Code Update – Phase II
\$100 K



GOAL 4



ECONOMIC DEVELOPMENT

Establish opportunities for entrepreneurial growth and economic vitality.

STRATEGY 1

BUSINESS ASSISTANCE

STRATEGY 2

ZONE CODE CHANGES

GOAL 5



COMMUNITY IDENTITY

Cultivate a shared identity that represents the area's long standing traditions and culture while fostering community connections and a healthy relationship to the environment.

STRATEGY 1

**MORE RECREATIONAL
OPPORTUNITIES**

STRATEGY 2

**IMPLEMENT COMMUNITY
DESIGN PLAN**

COMMUNITY IDENTITY

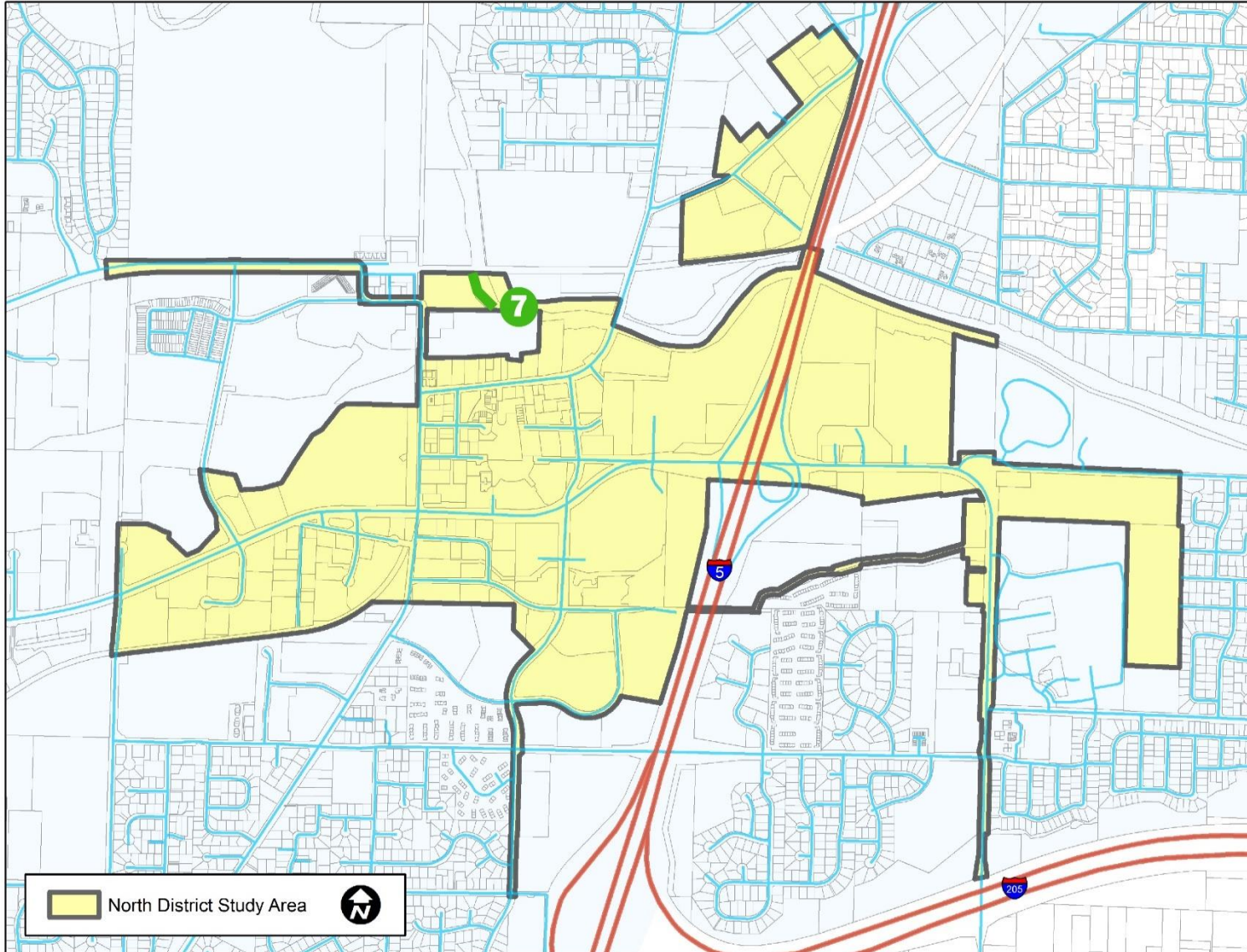


Downtown Lake Oswego



Orenco Station

COMMUNITY IDENTITY



7. Tualatin River Plaza and Access Habitat Restoration Project

\$5 M

To design and construct a public gathering space and access point to the Tualatin River. In addition, mitigate impacts while enhance environmental habitats near project area.

* Community Design Standard Master Plan

\$150,000



REMAINING GOALS



(6) INDUSTRIAL DEVELOPMENT

Promote dense industrial development in zoned industrial areas.



(7) PUBLIC UTILITIES

Provide utilities as needed to facilitate growth and aesthetic quality.



(8) FLOOD MITIGATION

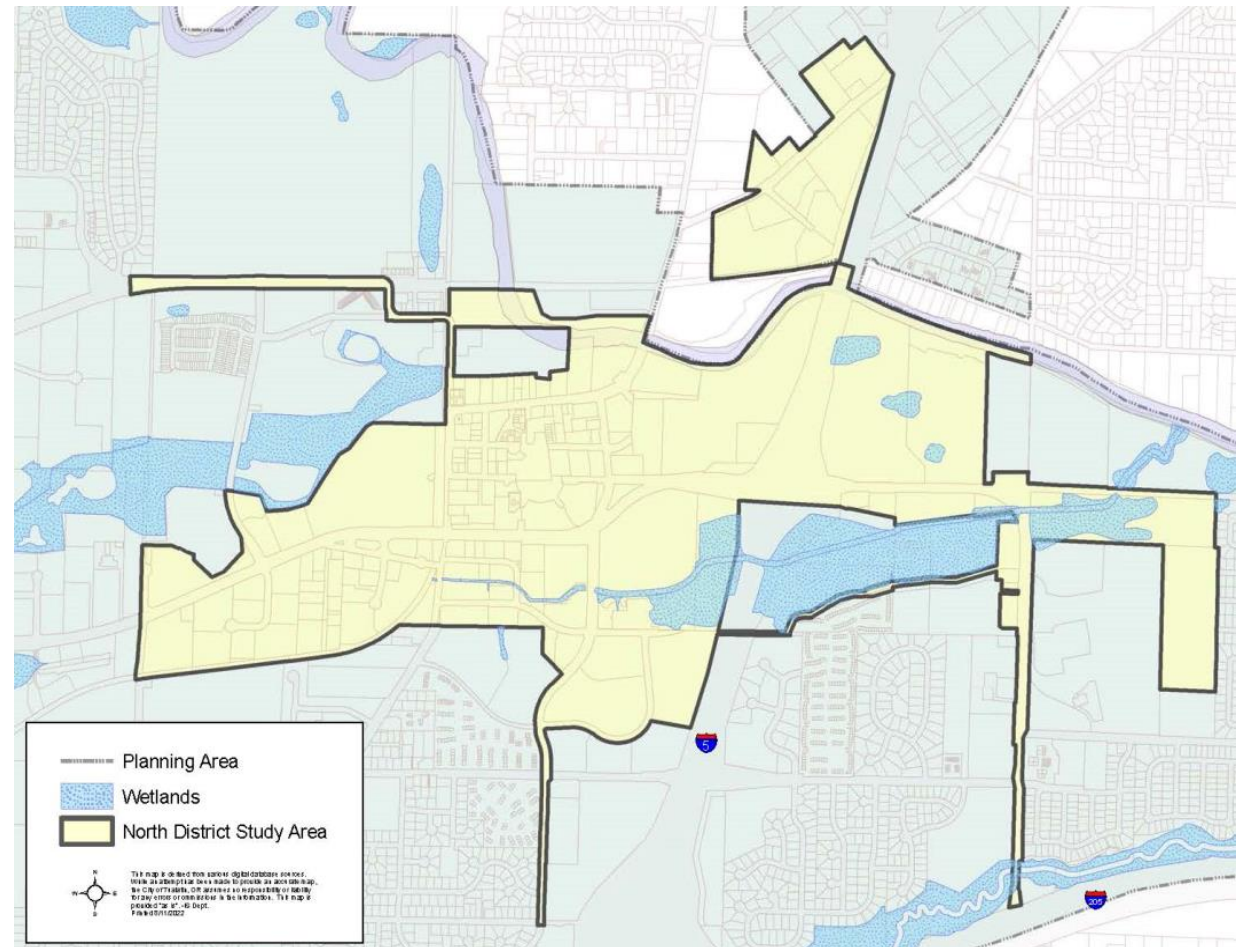
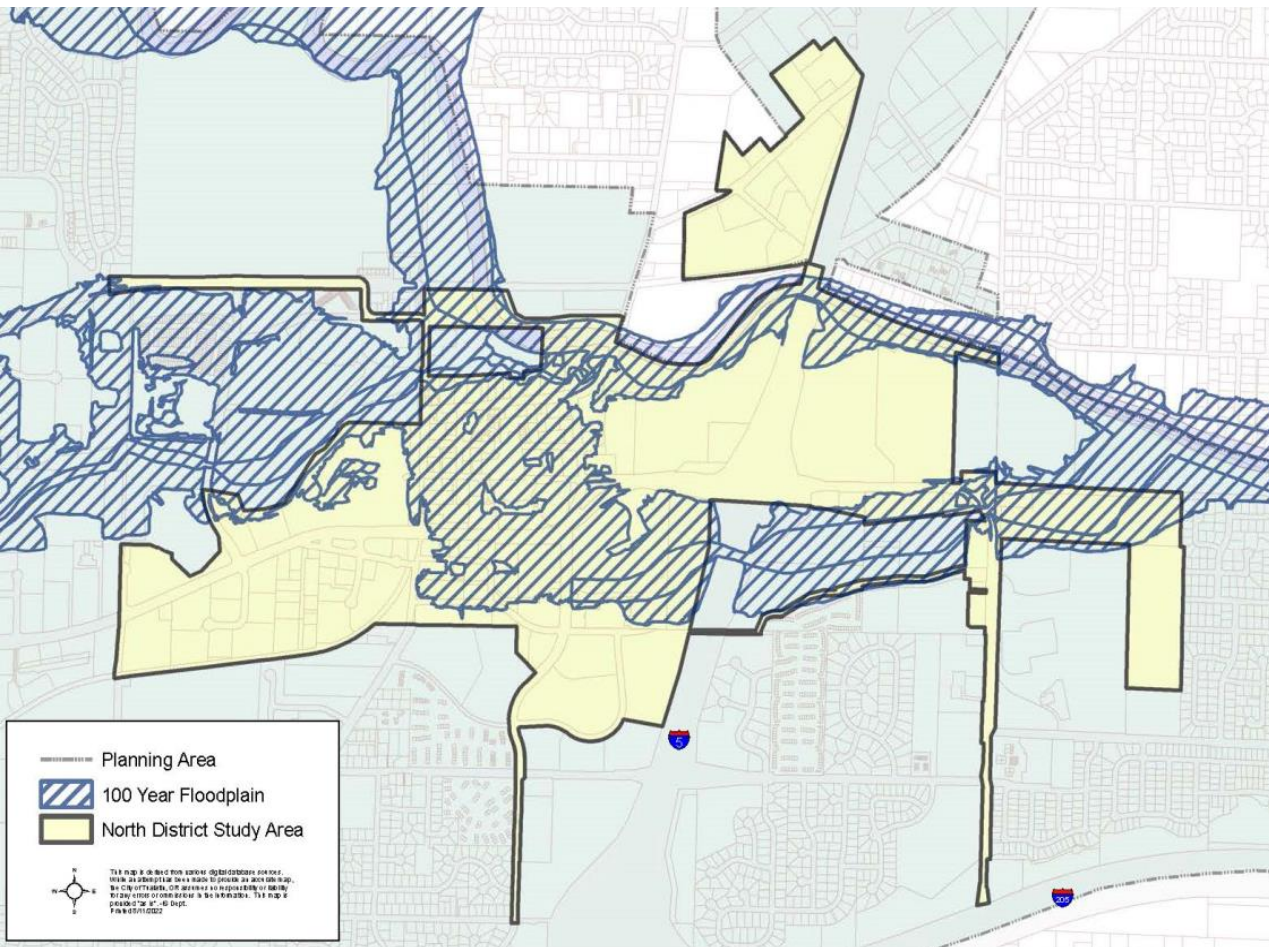
Promote the public health, safety, and general welfare while minimizing existing and future impacts to public and private development due to flood conditions.



(9) ENVIRONMENTAL STEWARDSHIP

Protect Tualatin's original asset, its natural environment, minimize impacts to adjacent land where future projects may occur.

FLOOD MITIGATION AND WETLANDS MAPS



PROPOSED PROJECTS SUMMARY

BLIGHT REMEDIATION	
18970 Catalyst Project	\$ 12,435,000
Multi-Access to Hindered Areas – Roads and Intersections	\$ 5,730,000
ENHANCED CONNECTIVITY	
Area Transportation Plan	\$ 100,000
North to South Center Road Development and TS Road Realignment	\$ 11,000,000
Trail Development (Nyberg and Tualatin Greenways)	\$ 3,000,000
Flood Mitigation and Grading	\$ 4,000,000
LAND ACQUISITION	
Land	\$ 12,000,000
COMMUNITY IDENTITY	
Tualatin River Plaza Project	\$5,000,000
DEVELOPER ASSISTANCE	
Incentives and Rebates	\$ 17,160,000
ECONOMIC DEVELOPMENT	
Capital Grants	\$ 3,575,000
ADMINISTRATION	
Payroll, Legal, Recordings	\$ 8,200,000
Market Feasibility Study	\$ 100,000
Zone Code Change Plan	\$ 100,000
TOTAL PROJECT COSTS	\$ 82,400,000





IMPACT OPTIONS



LOW IMPACT

\$53M

MAXIMUM INDEBTEDNESS

\$39M

TODAY'S DOLLARS

MAJOR PROJECTS:

Main Street Corridor
18970 Catalyst Project

PLAN DURATION:

21 years

OPTION SUCCESS:

Business Assisted: 98
Housing Units: 19 – 37
Affordable: 1 – 11
% Land Improved: 7%
Trail Mileage Built: 0
Road Mileage Improved: .26

LOW IMPACT

Total Net TIF	\$	66,484,549
Maximum Indebtedness	\$	53,100,000
Capacity (2023\$) - Including Financing Fees	\$	38,850,591
Years 1-5	\$	2,303,522
Years 6-10	\$	15,568,755
Years 11-15	\$	16,335,172
Years 16-20	\$	4,500,000
Years 21-25	\$	143,142
Years 26-30	\$	-

← MAJOR PROJECTS BEGIN



HIGH IMPACT

\$139M

MAXIMUM INDEBTEDNESS

\$81M

TODAY'S DOLLARS

MAJOR PROJECTS:

Main Street Corridor
18970 Catalyst Project
Tualatin River Plaza
Trail Development

PLAN DURATION:

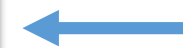
30 years

OPTION SUCCESS:

Business Assisted: 119
Housing Units: 56 - 112
Affordable: 1 - 46
% Land Improved: 25-37%
Trail Mileage Built: .7
Road Mileage Improved: .26

HIGH IMPACT

Total Net TIF	\$	164,595,865
Maximum Indebtedness	\$	139,000,000
Capacity (2023\$) - Including Financing Fees	\$	81,125,734
Years 1-5	\$	5,778,522
Years 6-10	\$	12,558,755
Years 11-15	\$	13,291,575
Years 16-20	\$	16,492,096
Years 21-25	\$	17,245,035
Years 26-30	\$	15,759,751



**MAJOR
PROJECTS
BEGIN**



IMPACT COMPARISON

\$39M

TODAY'S DOLLARS

PLAN DURATION:

21 years

OPTION SUCCESS:

Business Assisted: 98

Housing Units: 19 – 37

Affordable: 1 – 11

% Land Improved: 7%

Trail Mileage Built: 0

Road Mileage Improved: .26

MAJOR PROJECTS:

Main Street Corridor

18970 Catalyst Project

\$81M

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18970 Catalyst Project

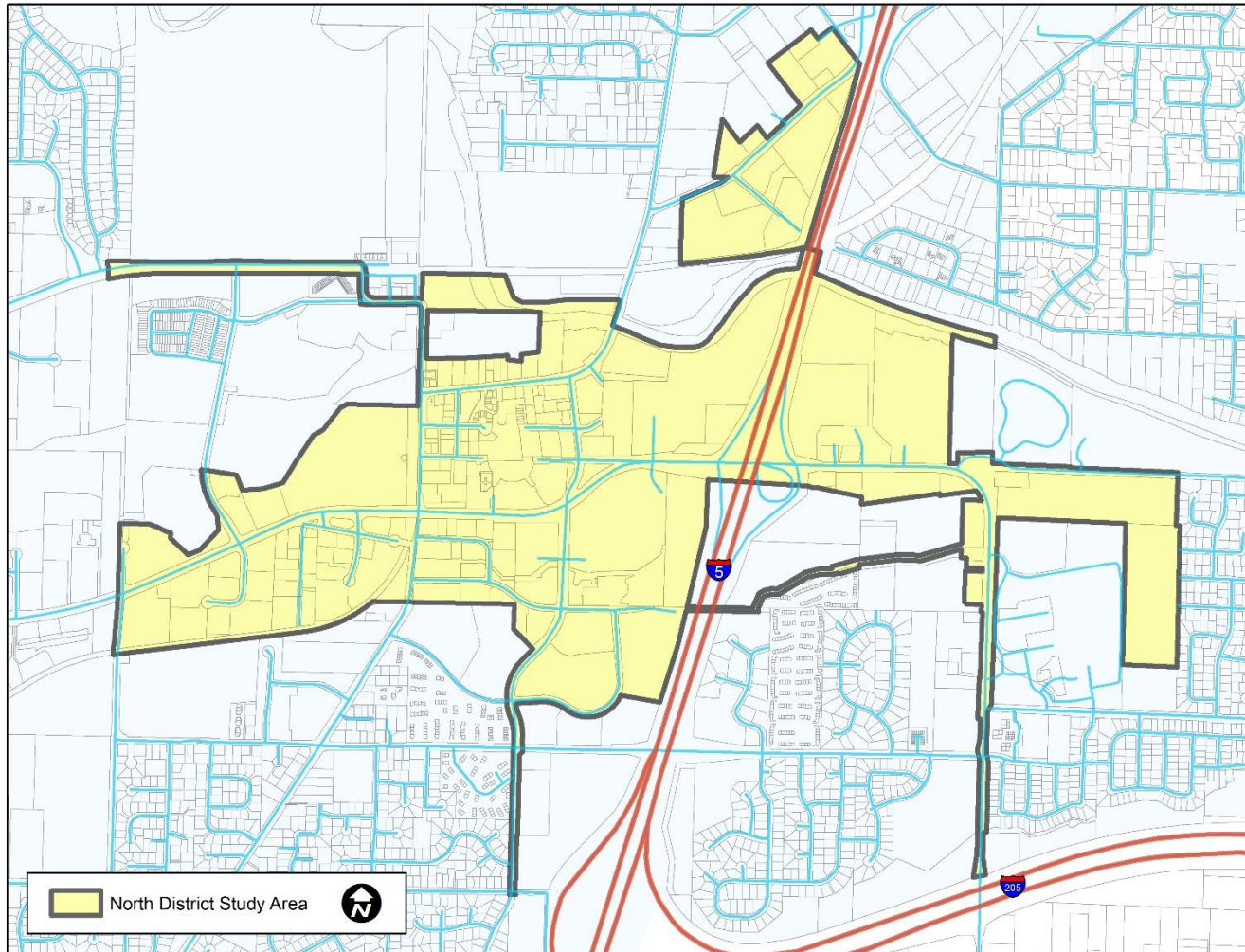
Tualatin River Plaza

Trail Development



PROPOSED BOUNDARY


PROPOSED BOUNDARY



CHANGES:

- Removes Bridgeport Village
- Eliminates Quadrant 2
- Removes RV Park New Build Site
- Expands District ROW
 - Tualatin Road
 - Martinazzi Avenue
 - 65th Avenue
 - Easement for trail system





POLICY QUESTIONS

- 1. DOES COUNCIL AGREE WITH THE PLAN VISION?**
- 2. DOES COUNCIL AGREE WITH THE PROPOSED GOALS AND STRATEGIES**
 - A. DOES COUNCIL AGREE WITH THE PROPOSED PROJECTS AND INVESTMENT ALLOCATIONS.**
- 3. WHICH IMPACT OPTION DOES COUNCIL PREFER?**
- 4. DOES COUNCIL APPROVE THE PROPOSED BOUNDARY?**



DISCUSSION

NEXT STEPS

AUGUST 22ND – City Council Workshop (Tonight)

SEPTEMBER – Online Open House, Developer Meetings

SEPTEMBER 12th – Tualatin Development Commission: Recommend Plan Adoption, Forward to Planning Commission.
45 Day Consult and Confer.

SEPTEMBER 22nd – Planning Commission Approval

NOVEMBER 12th –City Council Public Hearing

NOVEMBER 28th – Final Adoption



Vine2Wine
September 18, 2022



Tualatin Library
FOUNDATION





In 2021, the Tualatin Library Foundation:

- Contributed \$100,000 to construction of the Makerspace
- Donated 500 books to Tualatin's elementary and middle schools
- Sponsored 1000 Books Before Kindergarten





City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Nicole Morris, Deputy City Recorder
DATE: August 22, 2022

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of August 8, 2022

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Work Session Meeting Minutes of August 8, 2022
- City Council Regular Meeting Minutes of August 8, 2022



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR AUGUST 08, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Cyndy Hillier, Councilor Christen Sacco

1. Tualatin Moving Forward Bus Tour.

The Council went on a bus tour of the Tualatin Moving Forward projects.

2. Update on Council Meeting Technology.

Information Technology Director Bates Russell briefed the Council on the new meeting set-up at the Tualatin City Services building.

3. American Rescue Plan Act Update.

Mayor Bubenik started the in person meeting at 6:23 p.m.

Finance Director Don Hudson presented information on the American Rescue Plan Act (ARPA). He recapped the guiding principles for the distribution of ARPA funds including alignment with the council vision, one-time programs and projects, leveraging of multiple funding sources, provide innovative and strategic ideas, seek partnerships and find collaborative solutions, and coordination with local partners. Investment areas for the funds include infrastructure, support of community-based organizations, assistance to households, small business industries, and revenue replacement. Director Hudson spoke to investment areas for infrastructure including water infrastructure to support affordable housing and making improvements to outdoor spaces such as the Stoneridge Park renovation. He stated other investment areas being considered include economic development proposals, countywide community engagement on equity, premium pay, affordable housing, and utility assistance programs.

Director Hudson spoke to the utility billing assistance programs available including the Low-Income Household Water Assistance Program that has benefited 21 Tualatin accounts and the Washington County Program that has benefited 49 accounts. He spoke to potential proposals to help fill the gaps in local funding to renters in Tualatin via direct communication. Director Hudson stated in April of 2020 the City suspended late fees and shut-offs for non-payment and is looking for Council direction on when to resume. He stated planned outreach for past due accounts includes information on the website, in monthly bills, and direct communication with delinquent customers. Director Hudson proposed resuming shut-offs at the end of September.

Councilor Brooks asked if reasons have been identified for those who have not received funds. Director Hudson stated the application process and income levels have been a deterrent for some of the county programs.

Councilor Brooks asked what changed that the additional census tract was added in Tualatin. Director Hudson stated he would have to look into it further and follow-up.

Councilor Reyes asked how many delinquent accounts the city has. Director Hudson stated there are currently 146 delinquent accounts totaling around \$83,000.

Councilor Pratt asked if projects can be designed with ARPA funds as she believes the Nyberg Creek Pathway Project would be a great project for funding. She wants to make sure a utility program application for the city is simple and doesn't prohibit people from applying.

Councilor Reyes asked how renters get assistance when the landlord is just passing the utility fees through in rent. Director Hudson stated he would propose a plan to communicate directly with the renters.

Councilor Sacco stated she is in support of researching the gaps and how those can be funded. She expressed concerns with starting shut-offs the end of September and there being enough time to communicate with delinquent accounts properly.

Councilor Brooks would like the city to work with CEPA to have case managers locally to identify the barriers as to why people are struggling to pay these bills. She would also like to see if the city can explore having an air conditioning assistance program.

Council consensus was reached to connect with landlords about reaching out to tenants who need assistance and begin working with delinquent accounts.

4. Council Meeting Agenda Review, Communications & Roundtable.

None.

Adjournment

Mayor Bubenik adjourned the meeting at 6:57 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR AUGUST 08, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Valerie Pratt, Councilor Cyndy Hillier, Councilor Christen Sacco

Call to Order

Mayor Bubenik called the meeting to order at 7:03 p.m.

Pledge of Allegiance

Announcements

1. Public Health Announcement

Councilor Brooks stated there are new vaccine advancements being made that target the Omicron variant. She encouraged those with students returning to school to receive their booster.

2. New Employee Introduction- Joseph Lau

Interim City Attorney Mike McCarthy introduced Engineering Tech Joseph Lau. The Council welcomed him.

3. New Employee Introduction- Jennifer Matthews

Finance Director Don Hudson introduced Accounting Technician Jennifer Matthews. The Council welcomed her.

Public Comment

None.

Consent Agenda

Motion to adopt the consent agenda made by Councilor Pratt, Seconded by Councilor Brooks. Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier, Councilor Sacco
MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of July 11, 2022
2. Consideration of **Resolution No. 5637-22** Authorizing the City Manager to Execute an Amendment to the Grant Agreement with the Oregon Department of Transportation for the Oregon Community Path Program

3. Consideration of **Resolution No. 5638-22** Awarding the Contract for Construction of the Boones Ferry Corridor Sidewalk and Bike Lane Improvements Phase 1 Project, Part of the Tualatin Moving Forward Program
4. Consideration of **Resolution No. 5639-22** Awarding the Contract for Construction of the 65th Avenue Near Meridian Park Hospital Crosswalk Project, Part of the Tualatin Moving Forward Program

General Business

1. Consideration of **Resolution No. 5636-22** Calling a Measure Election to Submit to the Electors of the City the Question of Authorizing up to \$25,000,000 of General Obligation Bonds for Trails, Parks and River Access, Declaring Intent to Reimburse Expenditures, and Related Matters

Parks and Recreation Director Ross Hoover present consideration of a parks bond in the amount of \$25,000,000. He shared proposed investment areas and how they align with the council vision and priorities. Director Hoover stated staff is seeking direction from Council on whether to place the bond on the ballot.

Motion to adopt Resolution No. 5636-22 calling a measure election to submit to the electors of the City the question of authorizing up to \$25,000,000 of General Obligation Bonds for Trails, Parks and River Access, declaring intent to reimburse expenditures, and related matter made by Councilor Brooks, Seconded by Councilor Pratt.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier, Councilor Sacco

MOTION PASSED

2. Consideration of **Resolution No. 5635-22** Accepting the City of Tualatin Veterans Plaza Plan and Design Report

Parks and Recreation Director Ross Hoover, Parks Planning and Development Manager Rich Mueller, and Consultant Nate Otani presented the preferred design and plan for the Veteran's Plaza. Consultant Otani presented an overview of the planning process that began in October 2019. He recapped community engagement that was done with over 900 community members in over 20 involvement opportunities. Consultant Otani shared the key themes including honor, connection, engagement, experience, shared values, and timeless. He stated the plaza should focus on service, honor, and recognition and be an inclusive and welcoming space for all. Consultant Otani stated the preferred site location is the Tualatin Commons. He shared proposed site attributes and design options. Manager Mueller shared community engagement results stating 70-80% of survey participants were veterans or family members of veterans. He stated 95% of comments were positive towards the project. Manager Mueller addressed comments regarding the naming of the plaza stating Veterans Plaza was the chosen option. Consultant Otani shared the needs assessment and community engagement results that included the desire for a visual entry, gathering spaces, an intimate group space, storytelling areas, public art, water features, and native vegetation. He shared the preferred design option. Manager Mueller stated next steps include council consideration of acceptance, construction documents, and funding.

PUBLIC COMMENT

Len Schaber stated a Veterans Memorial will be great for the City and the Veterans. He stated he would prefer the site be called the Veterans Memorial. He would like to see a hall of flags that surrounds Old Glory.

COUNCIL QUESTIONS

Councilor Pratt asked if the name Veterans Plaza will affect the attraction to the area instead of calling it the Veterans Memorial. Director Hoover stated they didn't study the impacts of the names to the project. He stated many are using Veterans Plaza around the country as it acts as a more inclusive space.

Councilor Pratt asked about the displaying of flags. Director Hoover stated there were many discussions around the types of flags that should be flown in the area. He stated there were concerns around full representation so it was decided the flags would be interchangeable in the area depending on who is using it.

Councilor Reyes stated she is in favor of the name Veterans Plaza as it is more inclusive.

Councilor Sacco asked what flags will always be flown. Director Hoover stated the American Flag and the POW Flag will always be flown and there will be nine additional poles for rotating flags.

Councilor Brooks asked if there would be artificial turf in the area. Consultant Otani stated those types of design details will be determined in the final design phase.

Mayor Bubenik asked if the military emblems will be included. Consultant Otani stated they will be on pillars around the plaza.

Motion to adopt Resolution No. 5635-22 accepting the City of Tualatin Veterans Plaza Plan and Design Report made by Councilor Brooks, Seconded by Councilor Sacco.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier, Councilor Sacco

MOTION PASSED

3. Consideration of **Ordinance No. 1469-22**, Creating Tualatin Municipal Code Chapter 14-1, Nonprofit Corporation Low-Income Housing Tax Exemptions

Finance Director Don Hudson presented the non-profit corporation low-income housing tax exemption. He shared tax exemption criteria including being a property owned by a tax-exempt non-profit, meet requirements related to liquidation of assets, the property must be occupied by low-income persons, and the exemption must be approved by the City Council. Director Hudson stated the process would include a corporation filing an application annually, Council determination on the application, and certification to the County Assessor.

COUNCIL QUESTION

Councilor Pratt asked what the median income is for the area. Director Hudson stated he was unsure. Councilor Pratt asked how this affects tenants. Director Hudson stated the exemption is for the property and the renters would need to be part of the low-income category.

Councilor Pratt asked if the city would get a portion of the tax. Director Hudson stated the city would not receive any portion of the tax.

Councilor Reyes asked if this will apply to seniors as well. Director Hudson stated this would only apply to low-income complexes and not individuals.

Councilor Brooks asked why there is a jump from 60-80%. Director Hudson stated it is part of the statutes of the code based on the definition of low-income.

Councilor Brooks asked if there are statistics about how much homelessness impacts communities. She asked if there are ways the city has paid for homelessness. Mayor Bubenik stated it is the County's responsibility to fund homelessness.

Mayor Bubenik asked about the three-year time limit. Director Hudson stated they will have three years to build the property. Mayor Bubenik asked if there are exemptions to that rule. Director Hudson stated an ordinance could be amended if needed.

Motion for first reading by title only made by Councilor Pratt, Seconded by Council President Grimes.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier, Councilor Sacco

MOTION PASSED

Motion for second reading by title only made by Council President Grimes, Seconded by Councilor Brooks.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier, Councilor Sacco

MOTION PASSED

Motion to adopt Ordinance No. 1469-22, creating Tualatin Municipal Code Chapter 14-1, Nonprofit Corporation Low-Income Housing Tax Exemptions made by Councilor Brooks, Seconded by Councilor Pratt.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Pratt, Councilor Hillier, Councilor Sacco

MOTION PASSED

4. 2023 Legislative Agenda for the League of Oregon Cities

City Manager Sherilyn Lombos presented the League of Oregon Cities (LOC) legislative priorities for consideration. She stated the executive team met and discussed the 29 items proposed by the LOC and ended up with five recommendations: address Measure 110 shortcomings, adequate funding for State Climate Initiatives, Cybersecurity and Privacy, Infrastructure Financing and Resilience, and Marijuana Taxes.

Councilor Brooks asked for clarification on the Measure 110 recommendation. She asked if this is to divert money from recovery facilities to criminal services. City Manager Lombos stated the recommendation is to help restore incentives to seek treatment. She stated it does not remove funding from treatment facilities. Councilor Brooks stated she is not in support of this item. She would like to see this program have more time to get on its feet.

Councilor Brooks asked if there were any recommendations on the implementation of the housing bond. Mayor Bubenik stated these priorities are for statewide issues and not local issues.

Councilor Brooks stated she is interested in housing and water priorities.

Councilor Sacco would like to keep the Measure 110 priority as a recommendation. She stated it is important to have incentives for people to seek treatment.

Councilor Brooks disagreed stating Measure 110 is a way of punishing people for not having the treatment services available that they needed.

Councilor Sacco stated the measure allows them to either pay the ticket or seek treatment.

Police Chief Greg Pickering spoke to the Measure 110 priority stating this proposal offers incentive to seek treatment. He stated the LOC's intention is to push the drivers to help put the infrastructure in place so the measure can be what it was intended to be.

Councilor Brooks expressed concerns with the programs not being in place for people to seek treatment. She stated without the focus shifting from addiction being a crime and not an illness or disease she will not be in favor of the measure.

Council President Grimes stated Measure 110 needs a lot of work on the backend and is in favor of supporting the item at the state level.

Councilor Pratt asked what happens now to the people who receive a citation under Measure 110 when treatment is not available. Chief Pickering stated nothing happens now. He stated there is no enforceable actions currently and there is no push to get them into treatment. Chief Pickering stated the backend of the law is not in place so there is no way to make the impacts that it was intended to have.

Mayor Bubenik stated Measure 110 was passed by a ballot initiative and the legislature then had to enact laws quickly so it was not done correctly. He stated this will push the legislature to make corrections and finish what they started so the program can be what the citizens want. Mayor Bubenik stated this is not a permanent law and is only funded for 10 years.

Councilor Reyes stated she is in favor of supporting the Measure 110 priority so people can be impacted positively through these services.

Councilor Hillier stated she is in favor of supporting the Measure 110 priority as this is an opportunity to put teeth behind it so it can move forward successfully. She stated people across the state are pushing for prevention and treatment across the state and it would help support that effort.

Councilor Brooks would like to see the building decarbonization efficiency and modernization, investments into renewable energy, community climate planning resources, and all the water priorities considered as recommendations. She stated she wants to see Measure 110 removed from the list. Councilor Brooks would like to see the priorities be unanimous with the Council instead of including items they disagree on.

Councilor Hillier stated if the Council is looking for unanimous items she would like to see the marijuana tax revenue increases removed.

Council consensus was reached to forward the following five priorities:

- Address Measure 110 Shortcomings
- Adequate Funding for State Climate Initiatives
- Marijuana Taxes
- Infrastructure Financing and Resilience
- Building Decarbonization, Efficiency and Modernization.

Additional priorities for consideration include: Cybersecurity and Privacy, Infrastructure Funding to Support Needed Housing, Return to Work, Property Tax Reform

Council Communications

Councilor Pratt stated she attended the C4 Metro meeting and the Clackamas County Business Alliance meeting.

Councilor Reyes stated she attended the first Latino Business meeting.

Councilor Brooks stated she attended the Building Bridges seminar, the Bee City seminar on integrated pest management, and met with the Tualatin River Keepers.

Mayor Bubenik stated he attended the Metro Mayors Consortium meeting, the Westside Economic Alliance meeting, and the Washington County redistricting discussion. He will be attending the new Regional Toll Advisory Committee meeting at the end of the month to represent the Washington County Coordinating Committee.

Mayor Bubenik stated the Council will meet in executive session on Thursday, August 11, at 5:00 p.m.

Adjournment

Mayor Bubenik adjourned the meeting at 8:53 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Lindsay Marshall, Management Analyst II
DATE: August 22, 2022

SUBJECT:

Consideration of Resolution No. 5640-22, Authorizing the City Manager to Execute an Intergovernmental Agreement with Metro for a Clean-Up Grant; and Appropriating Special Purpose Revenues in the City's General Fund During the FY 2022-23 Budget.

RECOMMENDATION:

Staff recommends approval of Resolution 5640-22.

EXECUTIVE SUMMARY:

In the Spring of 2022, the City applied for, and received, a grant from Metro for \$18,300. This grant is a part of the one-time funding allocated to Metro by House Bill 5202 (April 4, 2022) to address the significant impacts of dumped garbage across the greater Portland region and clean-up public spaces.

The City will engage in clean-up projects within the Metro district boundary to include:

- Litter removal from public spaces during 12 or more volunteer events
- Removal of graffiti from public spaces
- Providing free bulky waste disposal at one City-wide event

The City needs to authorize the acceptance of the unbudgeted grant through a council action. During the year the Council may authorize the acceptance of special purpose revenues, such as this, and the associated appropriations through a special purpose revenue budget adjustment resolution.

OUTCOMES OF DECISION:

Approval of Resolution No. 5640-22 authorizes the City Manager to accept the grant funding, mid-budget cycle, and places it into the City's general fund to be used for the clean-up work.

FINANCIAL IMPLICATIONS:

This Metro grant will allow the City to be reimbursed for clean-up projects and events, all of which benefit the public.

ATTACHMENTS:

-Resolution No. 5640-22

RESOLUTION NO. 5640-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR A CLEAN-UP GRANT; AND APPROPRIATING SPECIAL PURPOSE REVENUES IN THE CITY'S GENERAL FUND DURING THE FY 2022-23 BUDGET.

WHEREAS, Metro is an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter;

WHEREAS, ORS 190 authorizes the City and Metro to enter into intergovernmental agreements;

WHEREAS, under ORS 294.338(2), during the year the Council may authorize the acceptance of special purpose revenues and the associated appropriations through a special purpose revenue budget adjustment resolution; and

WHEREAS, the City will receive \$18,300 in special purpose revenues from Metro for trash and sanitation services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to execute the intergovernmental agreement with Metro for the clean-up grant. The City Manager is authorized to make administrative modifications to the agreement to fully implement its intent.

Section 2. The City Manager is authorized and instructed to adjust the General Fund's budget to reflect receipt of the special purpose revenue and the associated appropriation:

General Fund Revenues: \$18,300

General Fund Expenditures, Maintenance Services: \$18,300

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 22nd day of August, 2022.

ATTEST:

CITY OF TUALATIN, OREGON

BY _____
City Recorder

BY _____
Mayor

Intergovernmental Agreement

Metro Contract No. **ADD**

This Intergovernmental Agreement (“IGA” or “Agreement”) is between Metro, an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (“Metro”) and City of Tualatin, a municipal corporation of the State of Oregon (“City”), each a “Party” and collectively, “Parties.”

Recitals

Metro and City have authority under ORS Chapter 190 to enter into this Agreement.

House Bill 5202 (April 4, 2022) allocates to Metro \$10 million in state funds, for “trash and sanitation services” (“HB 5202 Funds”):

“SECTION 451. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Department of Administrative Services, for the biennium ending June 30, 2023, out of the General Fund, the amount of \$10,000,000, for distribution to the metropolitan service district established under ORS chapter 268, for trash and sanitation services.”

City has proposed projects as outlined in the Agreement below (“City Projects”) that support and meet the intent and criteria of the Oregon Legislature, Metro, and DAS for expenditure of the HB 5202 Funds.

Terms

In consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

1. Term

This Agreement is effective on the last date signed below and terminates on June 30, 2023, unless terminated or extended as provided by this Agreement.

2. Scope of Work

This Agreement establishes responsibilities of the Parties concerning this project. The Parties will perform Work pursuant to the Scope of Work, Exhibit A, which is incorporated into this Agreement.

3. Changes to Scope of Work

City authorizes Lindsay Marshall and Metro authorizes Jennifer Payne, or their designees, to modify the Scope of Work, upon mutual agreement in writing.

4. Grant Amount

The total grant amount is \$18,300. City may use funds only for City Projects.

5. Funds Contingent

Metro’s ability to meet its obligations under this Agreement is contingent on receipt of HB 5202 Funds. Metro’s funding commitment will be fulfilled solely through HB 5202 Funds. If, in the opinion of Metro or DAS, a City Project does not comply with the use restrictions for HB 5202 Funds the Parties will amend the Scope of Work to reflect only City Projects that meet the requirements.

Intergovernmental Agreement

Metro Contract No. **ADD**

6. Forfeiture of Unspent Funds

If City is unable to expend funds on City Projects within two years of the effective date of this Agreement, or as mutually agreed through an amendment, any unspent funds will be returned to Metro. Metro reserves the right to reallocate unspent HB 5202 Funds.

7. Payment

Metro will disburse funds to City as set forth in the Scope of Work, Exhibit A.

8. Records Maintenance and Access

The Parties must maintain all fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Parties must maintain books, documents, and other records related to the subject Agreement. The Parties must retain and keep accessible all such records for a period of six (6) years from the date of final completion of this Agreement. Each Party must make records available to the other Party and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

9. Ownership of Work Product

The Parties have unrestricted access to all work products relating to this Agreement. To the extent either Party uses any of its own property created or developed, whether arising from copyright, patent, trademark, trade secret or other similar right, in the performance of this Agreement, such property remains the property of the Party.

10. No Third-Party Beneficiary

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

11. Indemnification

Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, City must indemnify, defend, and hold harmless Metro, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of City, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this Agreement.

12. Termination

This Agreement may be terminated as follows:

- A. By mutual written consent of the Parties.
- B. By any Party if another Party commits any breach or default of any covenant or obligation under this Agreement. To be effective, the party intending to terminate must give the other Party written notice of default and its intent to terminate. If the breaching Party does not entirely cure such breach, default, or failure within thirty (30) days after receipt of notice, or such longer period of cure as may be specified in the notice, then this Agreement may be terminated at any time thereafter by giving a written notice of termination.

Any termination of this Agreement does not prejudice any rights or obligations accrued to the parties before termination.

Intergovernmental Agreement

Metro Contract No. **ADD**

13. Dispute Resolution and Forum

This Agreement is to be construed according to the laws of the State of Oregon. The Parties must negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties shall attempt to settle any dispute through mediation. The Parties shall attempt to agree on a single mediator. The cost of mediation will be shared equally. If the Parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity. Any litigation between Metro and City arising under this Agreement or out of work performed under this Agreement will occur, if in the state courts, in the Multnomah City Circuit Court, and if in the Federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

14. State and Local Law Compliance

The Parties will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.

15. Discrimination Prohibited

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

16. Notices; Project Managers

All notices and other written communication between the Parties under this Agreement must be given in writing to the address or email set forth below and is deemed received (a) upon personal service, (b) upon electronic delivery, (c) three (3) days after deposit in the United States Mail, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier service. The Parties appoint the following representatives for receiving notice and as project managers for this Agreement.

Metro: Jennifer Payne
600 NE Grand Ave.
Portland, OR 97232
503.797.1700
Jennifer.payne@oregonmetro.gov

City: Lindsay Marshall
18880 SW Martinazzi Ave
Tualatin, OR 97062
503-692-3093
lmarschall@tualatin.gov

The foregoing addresses may be changed by giving written notice. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended.

Intergovernmental Agreement

Metro Contract No. **ADD**

17. Assignment

A party may not subcontract, assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

18. Survival

All obligations relating to indemnification, default or defect in performance, limitation of liability, publicity, proprietary rights, sections of the Scope of Work relating to reporting obligations and use of equipment requirements, and obligations to make payments that become due under this Agreement prior to termination (except that payments for services not performed by the date of termination will be prorated) survive termination or expiration of this Agreement and, to the extent applicable, remain binding and in full force and effect.

19. Entire Agreement; Modification; Waiver

This Agreement constitutes the entire agreement among the Parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless in writing and signed by all Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by a Party of that or any other provision.

20. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement will be governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah City, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

21. Counterparts

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

22. Authority

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

METRO

CITY

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A – Scope of Work

Metro Contract **ADD**

HB 5202 Funds will be used for trash pick-up, debris cleanup, abandoned vehicle removal, provision of dumpsters and trash bins and related employee/contractor costs associated with voluntary trash collection and mitigation. Funds cannot be used for activities associated with camp site removal or to backfill City funding. City must use the HB 5202 Funds it receives under this Agreement only for the purposes specified in the Scope of Work and to achieve the deliverables and/or milestones as set forth in this Agreement.

City will engage in cleanup projects within the Metro district boundary to include:

- Provide regular litter removal from public spaces during 12 or more volunteer events
- Remove graffiti from public spaces
- Provide free bulky waste disposal at one City-wide event

Funding will be used by City for expenses as set forth in Table 1 below.

Table 1

Activity	Date	Estimated Amount
Litter grabbers, gloves, safety vests, and trash bags for litter removal along City streets and trails during volunteer events	July 2022-April 2023	\$2,500
Pressure washer, tank, generator, and accessories to support graffiti removal throughout the City	July 2022-June 2023	\$9,800
Disposal fees to support a free bulky waste event for the greater Tualatin community (\$120/ton for 50 tons)	August 2022-June 2023	\$6,000
	Total	\$18,300

Reporting Requirements

Data and information collected through this project will include the following and be reported to Metro beginning Sept 15, 2022, on a quarterly basis through July, 2023, and annually thereafter if work is ongoing:

1. Project milestones met to date;
2. Grant funds spent to date;
3. Updated timeline for major Project deliverables; and
4. Metrics for cleanup activities:
 - a. GPS locations or addresses where activities are performed
 - b. Before and after photos
 - c. Success stories
 - d. Tonnage, volume or weight of debris, litter or bulky waste removed
 - e. Number of new partnerships formed (if applicable)
 - f. Number of vouchers distributed and redeemed
 - g. Number of assets graffiti removed from

Review and Approval of Grant Deliverables

Within 30 days after receiving the City's submittal of each report, Metro's Project Manager will review the report and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. Metro's Project Manager has sole discretion in determining whether the deliverables submitted are satisfactory in meeting the grant requirements.

Exhibit A – Scope of Work

Metro Contract **ADD**

Payment Procedures

Upon Metro's and City's approval of this Agreement, City will provide an invoice for the full grant amount and Metro will disburse full grant funds to City within 30 days of Metro's receipt of the invoice or of Metro's receipt of the HB 5202 Funds, whichever is later.

DRAFT



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Ross Hoover, Parks and Recreation Director
Rich Mueller, Parks Planning and Development Manager

DATE: August 22, 2022

SUBJECT:

Consideration of **Resolution No. 5641-22** Authorizing the City Manager to Execute a Deed Acquiring Property for Basalt Creek Parkland

RECOMMENDATION:

Staff recommends that the Council approve of Resolution 5641-22 for the purchase of the Alvstad Property at 23515 SW Boones Ferry Road (Tax Lot 2S135CD00100).

EXECUTIVE SUMMARY:

City Council adopted the Parks and Recreation Master Plan in 2019, and accepted the Basalt Creek Parks and Recreation Plan in January 2022. These plans identify the need for parks, trails, and natural areas in Basalt Creek. Both planning processes involved extensive public outreach and community engagement. The Basalt Creek Parks and Recreation Plan demonstrates the need to preserve natural areas and provide active recreation to serve community members. The property recommended for consideration is located immediately across from the majority of residential development activity, including an affordable housing complex. This property has a connection to the creek natural area, as well as space for active recreation near SW Boones Ferry Road. City Council approved the Purchase and Sale Agreement with the sellers on March 28, 2022.

FINANCIAL IMPLICATIONS:

The City's offering price was based on an appraisal performed by Real Estate Services Group, Inc. The property is approximately 7.69 acres with a residence and outbuildings. The property acquisition cost is based on the appraised value agreed upon for a sale price of \$2,060,000, plus closing costs. Metro has committed to provide Local Share Allocation funds from the 2019 Parks and Nature Bond in the amount of \$1,581,005 with City Park System Development Charges (SDC) funds paying the balance of purchase costs. Future funding for site planning and park development will be required with sources not determined at this time.

ATTACHMENTS:

Resolution No. 5641-22
Purchase and Sale Agreement

RESOLUTION NO. 5641-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED ACQUIRING PROPERTY FOR BASALT CREEK PARKLAND

WHEREAS, the Basalt Creek Canyon is a natural area with pedestrian and bike trail potential for recreation and active transportation;

WHEREAS, the need for parks and recreation facilities have been identified in the Parks and Recreation Master Plan as a priority in City expansion areas;

WHEREAS, the City has identified the need to acquire Basalt Creek Park property in order to facilitate growing residential and employment parks and recreational needs;

WHEREAS, Metro will provide funding toward the purchase of the property using Local Share Allocation funds from the 2019 Parks and Nature Bond;

WHEREAS, the City has negotiated property transactions with a seller to acquire Alvstad property, 23515 SW Boones Ferry Road, Tax Lot ID: 2S135CD00100; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. Pursuant to Section 6.1.1 of the Purchase and Sale Agreement for the Alvstad property, Tax Lot 2S135CD00100, and as may otherwise be required by any law, rule or regulation, the City Council hereby authorizes the purchase of the property and further authorizes the City Manager to acquire and execute deed for an amount of for \$2,060,000 (two million sixty thousand dollars).for the property:

Section 2. The City Manager or the Manager’s designee is hereby authorized to execute any and all documents and take any further actions necessary to acquire property and property interests identified in Section 1, including executing all closing documents.

Section 3. This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 22nd day of August, 2022.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

PURCHASE AND SALE AGREEMENT

DATED: March ~~28~~, 2022 (the "Effective Date")
(the last date signed by both parties below)

BETWEEN: Randall and Karen Alvstad ("Seller")

AND: City of Tualatin,
an Oregon Municipal Corporation ("Buyer")

RECITALS

A. Seller is owner of approximately 7.96 gross acres of certain real property together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights) located in Tualatin, Washington County, Oregon, commonly referred to as 23515 SW Boones Ferry Rd, Washington County Assessor's Tax Map and Lot 2S135CD00100 (the "Property"), which property is more particularly described on the attached Exhibit A (the "Property").

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, for the price and on the terms and conditions described in this Purchase and Sale Agreement (this "Agreement").

C. At Closing (hereinafter defined), upon payment of the full Purchase Price to Seller by Buyer, Seller will convey full legal title to the Property to Buyer.

TERMS

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.

2. **Purchase Price.** Subject to the Conditions Precedent to Closing in Section 6 and the Appraisal Process in 2.4 below, the Purchase Price for the Property is, payable as follows:

2.1 Earnest Money Deposit. Deposit to be delivered upon the full execution and delivery of this Agreement to the Title Company, as defined below. Buyer shall deposit \$10,000 in cash (the "Earnest Money") into escrow with Lawyers Title, 6000 SW Meadows Road, Suite 100, Lake Oswego OR 97035 (the "Title Company"). At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

2.2 Balance of Purchase Price. Buyer shall deposit into escrow with the Title Company the balance of the Purchase Price on or before the Closing Date. At Closing, the Earnest Money and the balance of the Purchase Price shall be paid to Seller.

2.3 Earnest Money Interest. The Earnest Money shall be invested by the Title Company in a federally insured interest-bearing account with all interest accruing thereon paid to Buyer on demand or at Buyer's election credited to the Purchase Price at Closing.

2.4 Appraisal Process. Within five (5) business days following the mutual execution of this Agreement, Buyer shall arrange for an appraisal of the Property (the "Appraisal"). The Costs of the Appraisal shall be borne by Buyer, and the Appraisal shall be completed as soon as practical given the appraiser's schedule. The Parties agree that the Appraisal shall be based on the "highest and best use" valuation theory, taking into account all applicable restrictions on development. The appraisal shall be done by qualified, independent MAI appraiser. Buyer shall provide Seller with a copy of the completed Appraisal within five (5) business days of receipt.

2.4.1 The Appraisal shall be used to establish the Purchase Price. Within five (5) business days of Buyer providing Seller a copy of the Appraisal, both parties must provide notice to the other party as to whether they agree with the value of the Property established by the Appraisal. If both parties are in agreement, the Purchase Price shall equal the value of the Property set forth in the Appraisal. If one or both parties disagree with the value of the Property set forth in the Appraisal, the Parties agree to follow the procedures in 2.4.2 below to establish the Purchase Price.

2.4.2 If any party disagrees with the results the Appraisal (the "Challenging Party"), then within ten (10) days written notice to the other party, the Challenging Party shall at its sole cost and expense obtain a second appraisal of the subject property by a qualified, independent MAI appraiser ("Additional Appraisal"). Any such Additional Appraisal shall be completed as soon as practical based on the appraiser's schedule. The Challenging Party shall provide the other party with a copy of the Additional Appraisal within five (5) business days of receipt. Such other party shall have five (5) business days thereafter to either: (i) accept the Additional Appraisal as the Purchase Price or (ii) offer to negotiate a Purchase Price that falls between the Appraisal and Additional Appraisal. If an offer to negotiate is made under this subsection, the parties agree to negotiate in good faith to establish a Purchase Price based on the Appraisal and Additional Appraisal for a period of not less than thirty (30) days.

2.4.3 If the parties fail to reach agreement on a Purchase Price using the procedures set forth above, either party may terminate this Agreement. In the event of such termination both parties shall be released from any and all obligations to the other party, the earnest money shall be returned to Buyer, and this Agreement shall terminate and be of no further force or effect.

3. **Closing Date.** Closing (the "Closing Date" or "Closing") shall occur no later than November, 30, 2022 after Buyer provides notice, in writing, that the conditions precedent to

closing (set forth in Sections 6.1 and 6.2 below) are either satisfied or waived by Buyer, as provided therein. The Buyer, in its sole discretion, may extend Closing an additional thirty (30) days beyond November 30, 2022 by providing notice in writing to the Seller. Closing will occur at the office of the Title Company.

4. **Buyer's Title Review.**

4.1 Title Report; Unacceptable Exceptions. Within ten (10) days after the Effective Date, Buyer shall obtain from the Title Company a preliminary title report on the Property, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have fifteen (15) days following the later of (i) the Effective Date or (ii) Buyer's receipt of the Title Report to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to Buyer (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If Buyer notifies Seller of its objection to any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to provide Buyer written notice stating whether Seller will (at Seller's sole cost and expense) cause such exceptions to be removed from the Title Policy issued to Buyer at Closing. If Seller refuses to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer.

4.2 Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to Buyer, or (c) extend the Closing Date for a period of thirty (30) days to provide Seller with additional time to remove such exceptions. If Buyer elects option (c) and at the end of the 30-day period such exceptions have not been removed, Buyer may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property including but not limited to any farm and forest tax deferrals, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by Buyer at Closing.

4.3 Permitted Exceptions. All exceptions other than the Unacceptable Exceptions objected to by Buyer shall be deemed acceptable to Buyer (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

5. **Buyer's Due Diligence and Inspections.**

5.1 Seller's Delivery of Documents. Buyer shall have a ninety (90) day period after the Effective Date to review documents, make inspections, and otherwise satisfy itself that the condition of the Property is satisfactory to it ("Due Diligence Period"). During the Due Diligence Period, Seller shall provide Buyer and its agents and consultants access to any records in Seller's possession that are pertinent and material to the Property ("Due Diligence Documents"). Seller shall also allow Buyer a reasonable time to copy (at Buyer's expense) any Due Diligence Documents that the Buyer would like to keep a record of which Due Diligence Documents shall be returned to Seller upon being copied. Seller makes no representation or warranty regarding the accuracy, completeness, or efficacy of the Due Diligence Documents, should any such Due Diligence Documents exist.

5.2 Property and Environmental Inspections. Buyer and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by Buyer, at Buyer's sole cost and expense (save for section 5.2.1 below), shall have the right to access the Property upon one week notice (or less time as agreed upon by Seller) to conduct environmental studies (including but not limited to Phase 1 and Phase 2 Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence Buyer deems necessary. Seller shall cooperate with Buyer in making such inspections. Buyer and its agents will have the right to enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that Buyer deems necessary. Any area disturbed by Buyer's inspections shall be restored by Buyer, at Buyer's sole costs and expense, to its pre-inspection condition. Buyer through Buyer's selected provider shall pay for an Environmental Site Assessment "Phase 1" at Buyer's sole cost and expense. If the "Phase 1" report indicates the recommendation for further site investigation, the costs of a "Phase 2" report shall therefore be borne by the Buyer at Buyer's sole cost and expense. In the event "Phase 3" remediation is necessary, the parties will mutually agree on the costs for "Phase 3" before the work is initiated. Buyer shall be named as the intended recipient and beneficiary of the "Phase 2" report and "Phase 3" work along with Seller. If Buyer determines a Phase 2 and/or Phase 3 costs or conditions are unacceptable, Buyer may terminate this Agreement and the Earnest Money will be promptly returned to the Buyer.

6. **Conditions Precedent to Closing.**

6.1 Conditions Precedent to Buyer's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6 must be satisfied prior to Buyer's obligation to acquire the Property. Buyer may waive the conditions in this Section 6.1 by written notice since these conditions are intended solely for Buyer's benefit. In the event any condition is not satisfied or waived on or before the time period indicated below, Buyer will have the right terminate this Agreement, in which event the Earnest Money shall promptly be returned to Buyer.

6.1.1 City Council Approval. Prior to Closing, purchase of the Property must be approved by the Tualatin City Council.

6.1.2 Due Diligence and Inspection Results. Buyer must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents and the results of Buyer's inspections of the Property conducted under Section 5.2 above. If Buyer notifies Seller in writing prior to the end of the Due Diligence Period that Buyer is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, the Due Diligence Period will be automatically extended for a period of thirty (30) days so that Seller and Buyer may address such results. Unless either an agreement to resolve Buyer's concerns or an agreement to create an additional extension period is reached after the end of the extended Due Diligence Period, this Agreement will automatically terminate and the Earnest Money shall be refunded to Buyer.

6.1.3 Metro Local Share Grant. Prior to Closing, Buyer must have received funding approval from the Metro Local Share Grant program in an amount equal to no less than one million, five hundred eight thousand dollars (\$1,580,000).

6.1.4 Title. At Closing, the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9. After the Purchase Price has been paid as set forth under Section 7.2.1 below, the Seller shall convey fee simple title to the Property as set forth in Section 7.1.1 below.

6.1.5 Representations, Warranties, and Covenants of Seller. Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

6.1.6 No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.7 Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.8 Removal of Personal Property and Debris. At Closing Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or best efforts trash, rubbish, debris, illegally dumped materials or illegal fill materials. This provision shall survive Closing.

6.1.9 Termination of Leases. At Closing, the Seller shall have caused any and all leases applicable to the Property to be terminated. This provision shall survive Closing.

6.2 Conditions Precedent to Seller's Obligations. In addition to other conditions contained in this Agreement, the conditions set forth in this Section 6.2 must be satisfied prior to Seller's obligation to convey the Property. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery to the Title Company on or before the Closing Date of (i) the balance of the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3 Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 or 6.2 are not timely satisfied or waived for a reason other than the default of Buyer

or Seller under this Agreement, then this Agreement, escrow, and the rights and obligations of Buyer and Seller hereunder shall terminate and the Earnest Money shall be returned to Buyer.

6.4 Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition, the Parties will equally split the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Buyer's default, Buyer shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

7. Deliveries to the Title Company.

7.1 By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1 Deed. A Statutory Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4.1 above. The Title Company's usual, preprinted exceptions (listed as General Exceptions 1-5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2 Nonforeign Certificate. Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. Seller shall give Buyer a certification to this effect in the form required by that statute and related regulations.

7.1.3 Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.4 Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.5 Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2 By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company:

7.2.1 Balance of the Purchase Price. The balance of the Purchase Price, in accordance with Section 2.2 above.

7.2.2 Proof of Authority. Such proof of Buyer's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3 Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. **Title Insurance**. At Closing, Seller shall cause the Title Company to issue to Buyer a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement (the "Title Policy").

9. **Closing Costs**. Seller shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Buyer below, and Seller's share of prorations pursuant to Section 10 below. Buyer shall pay the cost of recording the Deed, one-half of all escrow fees, and Buyer's share of prorations pursuant to Section 10 below. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located.

10. **Prorations and Taxes**.

10.1 Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and Buyer as of the Closing Date.

10.2 Taxes and Assessments. All taxes, assessments, and encumbrances including but not limited to any farm/forest tax deferrals, that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied by Seller at Closing. If Seller shall fail to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price.

11. **Seller's Representations and Warranties**. Seller hereby warrants and represents to Buyer the following matters and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend, and hold Buyer harmless from all expense, loss, liability, damages and claims, including (without limitation) attorneys' fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

11.1 Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

11.2 Unrestricted Access. To Seller's knowledge, the Property has unrestricted, insurable vehicular access to a public road.

11.3 Hazardous Substances. For purposes of this Agreement, the term “Hazardous Substances” has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

(a) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government; provided.

(b) Seller acknowledges that underground storage tanks were previously widely used in the area. To Seller’s knowledge, no underground storage tank(s) have leaked or are known to be leaking on the Property.

(c) To Seller’s knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

(d) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;

(e) Seller has not transferred, and to Seller’s knowledge no other person has transferred, Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

(f) There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller’s knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

11.4 Encroachments. To Seller’s knowledge (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of the Property, (b) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (c) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

11.5 Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, “air rights,” or any other development or other rights or restrictions relating to the Property, and to Seller’s knowledge no such rights encumber the Property. There are no service contracts or other agreements pertaining to the Property that Seller will be required to assume at Closing.

11.6 Possession. Except as specifically set forth in this Agreement, there are no leases, licenses, or other agreements permitting, nor has Seller entered into any course of

conduct that would permit, any person or entity to occupy or use any portion of the Property. Seller shall deliver immediate possession of the entire Property to Buyer at Closing.

11.7 Recitals. The statements and information set forth in the Recitals are true and correct.

11.8 No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against Seller that could (a) affect Seller's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

11.9 Mechanic's and Other Liens. No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

11.10 Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

11.11 Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

11.12 Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

11.13 Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Seller shall use its best efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, Buyer may elect to either: (a) terminate this Agreement, in which case Buyer will have no obligation to purchase the Property and the Earnest Money shall be refunded to Buyer, or (b) extend the Closing Date for a period not to exceed thirty (30) days or until such problem has been remedied, whichever occurs first. Should Buyer extend the Closing Date and the problem is not remedied within the 30-day timeframe, Buyer may then elect to terminate this Agreement and receive a refund of its Earnest Money; provided, however, that such election will not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

12. **Condition of the Property Through Closing.** Seller further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, if applicable, (d) comply with all government regulations, and (e) keep Buyer timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

13. **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

(a) Subject to the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

14. **Legal and Equitable Enforcement of This Agreement.**

14.1 Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

14.2 Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

15. **Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date, except those that are caused directly by the Buyer or its agents, which shall be the responsibility of the Buyer to remedy in a mutually agreeable manner. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and the Title Company shall return to Buyer the Earnest Money and any accrued interest thereon.

16. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below or by email and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received upon personal service, five (5) business days after deposit in the United States Mail, postage prepaid, or one (1) day after deposit with a nationally recognized overnight courier service. Notice by email shall be deemed given and received by the recipient upon submittal of the email and receiving an automated email delivery receipt.

To Seller: Randall and Karen Alvstad
 23515 SW Boones Ferry Road
 Tualatin, OR 97062

To Buyer: City of Tualatin
 Parks and Recreation Department
 Attn: Ross Hoover
 18880 SW Martinazzi Avenue
 Tualatin, OR 97062

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone numbers provided above are for information only and are not intended to serve as a substitute for written notice.

17. **Broker or Commission.** The Parties represent and warrant that there are no Brokers known or disclosed by Buyer or Seller; claims to the contrary must be verified in writing. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend Buyer from and against any such claim if based on any action, agreement, or representations made by Seller; and Buyer shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by Buyer.

18. **Further Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

19. **Miscellaneous.**

19.1 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced in accordance with the law.

19.2 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

19.3 Survival of Representations. The covenants, agreements, representations, and warranties made herein, including all provisions in the Recitals, specifically those obligations that explicitly state they will survive closing, will not merge into the Deed upon recordation in the official real property records.

19.4 Representation. This Agreement was prepared by Buyer and modifications were made at the request of Seller's legal counsel prior to execution of this Agreement by the parties. Accordingly, this Agreement shall be construed as if it had been prepared by both parties.

19.5 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of this Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

19.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

19.7 Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

19.8 Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT

TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

BUYER:
City of Tualatin


SELLER:
Randall and Karen Alvstad


By: _____


By: _____

Date: 3/29/22

Date: 3/7/22


By: _____

Date: 3-7-22

EXHIBIT "A"
Legal Description

A tract of land in the Southeast one-quarter of the Southwest one-quarter of Section 35, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, described as follows:

Beginning at the center of Section 35, Township 2 South, Range 1 West of the Willamette Meridian; thence running South 00°15' West, along the center line of said Section 35, to the Northeast corner of that certain tract conveyed to Richard W. Sherman, et ux, by deed recorded April 1, 1946 in Deed Book 257, Page 241; thence South 89°50' West 1310.08 feet, along the Northerly boundary line of said Richard W. Sherman tract, to an iron rod set in the East boundary line of the recorded plat of COMTE & KOHLMANS LITTLE HOMES NO. 3; thence along said East line, South 00°06' West 341.28 feet, to an iron rod at the Northwest corner of that parcel of land conveyed to Paul H. McGilvra and Marjorie C. McGilvra, husband and wife, recorded March 20, 1972 in Book 858, Page 917, Records of Washington County, Oregon; thence North 89°50' East, along the North line of said McGilvra tract, 591.18 feet, to the Southwest corner of that parcel of land deeded to Donald D. Rasmussen, et ux, by deed recorded July 3, 1974 in Book 986, Page 331, Records of Washington County, Oregon; thence North 17°16' East 145.0 feet to the Northwest corner of said Rasmussen tract; thence North 89°50' East 630 feet along the North line of said Rasmussen tract, to a point in the center line of State Highway No. 217; thence following said center line North 17°16' East 44.95 feet to the beginning of an 899.50 foot radius curve to the left; thence along said 899.50 foot radius curve to the left, 164.35 feet, along the arc, to the true point of beginning.

AND Commencing at the center of Section 35, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon; thence running South 00°15'00" West along the center line of said Section 35, to the Northeast corner of that certain tract conveyed to Richard W. Sherman, et ux, by deed recorded April 1, 1946 in Deed Book 257, Page 241; thence South 89°50'00" West 1310.08 feet, along the Northerly boundary line of said Richard W. Sherman tract, to an iron rod set in the East boundary line of the recorded plat of COMTE & KOHLMANS LITTLE HOMES NO. 3; thence along said East boundary line, South 00°06'00" West 341.28 feet, to an iron rod at the Northwest corner of land conveyed to Paul H. McGilvra and Marjorie C. McGilvra, husband and wife, recorded March 20, 1972 in Book 858, Page 917, Records of Washington County, Oregon; thence North 89°50'00" East along the North line of said McGilvra tract, 625.20 feet, to the top and center of a 5/8 inch diameter by 30 inch long iron rod with yellow plastic cap labeled "Boyer LS 2270", said cap being 0.5 feet above grade, and said center of iron rod also being the true point of beginning; thence North 17°16'00" East 145.00 feet to the top and center of a brass screw, with washer labeled "PLS 2270", set in lead which has been set in stone, said screw being 0.3 feet below grade; thence South 89°50'00" West 34.02 feet to a point; thence South 17°16'00" West 145.00 feet to a point; thence North 89°50'00" East 34.02 feet to the true point of beginning.

EXCEPTING THEREFROM: Commencing at the center of Section 35, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon; thence running South 00°15'00" West along the center line of said Section 35, to the Northeast corner of that certain tract conveyed to Richard W. Sherman, et ux, by deed recorded April 1, 1946 in Deed Book 257, Page 241; thence South 89°50'00" West 1310.08 feet, along the Northerly boundary line of said Richard W. Sherman tract, to an iron rod set in the East boundary line of the recorded plat of COMTE & KOHLMANS LITTLE HOMES NO. 3; thence along said East boundary line, South 00°06'00" West 341.28 feet to an iron rod at the Northeast corner of land conveyed to Paul H. McGilvra and Marjorie C. McGilvra, husband and wife, recorded March 20, 1972 in Book 858, Page 917, Records of Washington County, Oregon; thence North 89°50'00" East along the North line of said McGilvra tract, 1221.18 feet to a point in the center line of SW Boones Ferry Road; thence following said center line, North 17°16'00" East 160.72 feet to a point in the center line of SW Boones Ferry Road, said point being the true point of beginning; thence South 89°50'00" West 316.15 feet to the top and center of a 5/8 inch diameter by 30 inch long iron rod with a yellow plastic cap labeled "Boyer LS 2270"; thence South 00°10'00" East 15.00 feet to the top and center of a 5/8 inch diameter by 30 inch long iron rod with a yellow plastic cap labeled "Boyer LOS 2270"; thence North 89°50'00" East 311.44 feet to a point in the center line of SW Boones Ferry Road; thence following said center line, North 17°16'00" East 15.72 feet to the true point of beginning.



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Ross Hoover, Parks and Recreation Director
Rich Mueller, Parks Planning and Development Manager

DATE: August 22, 2022

SUBJECT:

Consideration of **Resolution No. 5642-22** Authorizing the City Manager to Execute an Intergovernmental Agreement with Metro for Basalt Creek Parkland Acquisition using 2019 Parks and Nature Bond Measure Local Share Program Funds; and Appropriating Special Purpose Revenues in the City's Park Development Fund During the FY 2022-23 Budget

RECOMMENDATION:

Staff recommends that the Council approve Resolution 5642-22, authorizing the City Manager to execute an Intergovernmental Agreement (IGA) with Metro for Parks and Nature Bond funding for the purchase of Basalt Creek Parkland.

EXECUTIVE SUMMARY:

City Council adopted the Parks and Recreation Master Plan in 2019, and accepted the Basalt Creek Parks and Recreation Plan in January 2022. These plans identify the need for parks, trails, and natural areas in Basalt Creek. Both planning processes involved extensive public outreach and community engagement. The Basalt Creek Parks and Recreation Plan demonstrates the need to preserve natural areas and provide active recreation to serve community members. The property acquisition location is immediately across from the majority of residential development activity, including an affordable housing complex. City Council approved the Purchase and Sale Agreement with the sellers on March 28, 2022.

FINANCIAL IMPLICATIONS:

The property acquisition cost is \$2,060,000, plus closing costs. Metro has committed in the IGA to provide Local Share Allocation funds from the 2019 Parks and Nature Bond in the amount of \$1,581,005 with City Park System Development Charges (SDC) funds paying the balance of purchase costs. Future funding for site planning and park development will be required with sources not determined at this time. Also included in the resolution is a budgetary adjustment to appropriate the special purpose grant funds.

ATTACHMENTS:

Resolution No. 5642-22
Metro Intergovernmental Agreement

RESOLUTION NO. 5642-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR BASALT CREEK PARKLAND ACQUISITION USING 2019 PARKS AND NATURE BOND MEASURE LOCAL SHARE PROGRAM FUNDS; AND APPROPRIATING SPECIAL PURPOSE REVENUES IN THE CITY'S PARK DEVELOPMENT FUND DURING THE FY 2022-23 BUDGET.

WHEREAS, Oregon Revised Statutes 190.010 allows the City to enter into intergovernmental agreements (IGAs) with other governmental entities;

WHEREAS, under ORS 294.338(2), during the year the Council may authorize the acceptance of special purpose revenues and the associated appropriations through a special purpose revenue budget adjustment resolution;

WHEREAS, the Basalt Creek Canyon is a natural area with pedestrian and bike trail potential for recreation and active transportation;

WHEREAS, the need for parks and recreation facilities have been identified in the Parks and Recreation Master Plan as a priority in City expansion areas;

WHEREAS, the City has identified the need to acquire Basalt Creek Park property in order to facilitate growing residential and employment parks and recreational needs;

WHEREAS, Metro will provide \$1,581,005 in funding toward the purchase of the property using Local Share Allocation funds from the 2019 Parks and Nature Bond;

WHEREAS, the City has negotiated property transactions with a seller to acquire Alvstad property, 23515 SW Boones Ferry Road, Tax Lot ID: 2S135CD00100; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to execute the attached Intergovernmental Agreement for Basalt Creek Parkland Acquisition for the purchase of Tax Lot 2S135CD00100 Alvstad Property.

Section 2. The City Manager is hereby authorized to execute any and all documents necessary to acquire property and property interests identified in Section 1.

Section 3. The City Manager is authorized and instructed to adjust the Park Development Fund's budget to reflect receipt of the special purpose revenue and the associated appropriation:

Park Development Fund Revenues: \$1,581,005

Park Development Fund Expenditures, Capital Outlay: \$1,581,005

Section 4. This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 22nd day of August, 2022.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

INTERGOVERNMENTAL AGREEMENT
Metro –City of Tualatin

This Intergovernmental Agreement (this "Agreement") dated effective as of the last day of signature set forth below (the "Effective Date"), is entered into under the provisions of ORS chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro"), and City of Tualatin ("Park Provider") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the "Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro distribute \$92 million of bond funds to local government park providers to protect land, restore habitat, and build and care for parks that connect people to nature in local communities.

After voters approved the Measure, Metro developed the Local Share Handbook. The Handbook contains the requirements that each eligible park provider must follow to receive its respective proportionate share of Local Share Bond Funds. The Handbook requires park providers to apply consistently the community engagement, racial equity, and climate resilience criteria. The Handbook also provides a process for Metro to distribute bond funds to park providers consistent with the Measure guidelines. Metro may amend the Handbook with reasonable notice to, and feedback from, park providers.

Park Provider is a local government jurisdiction designated to receive \$1,581,005.00 (ONE MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND AND FIVE DOLLARS AND 00/100 DOLLARS) of Allocated Bond Funds. In accordance with the Handbook, Park Provider has completed the Handbook's submittal process, including formal identification of a project or projects. Metro has determined that

Park Provider may use Local Share Bond Funds to pay for project-related costs pursuant to this Agreement.

In Metro Resolution No. 21-5201, the Metro Council adopted a form of this Agreement, and authorized the COO to execute all agreements and amendments with park providers. The Parties now desire to enter into this Agreement to provide the terms and conditions under which Metro will provide a portion of the Allocated Bond Funds to Park Provider. Capitalized terms are defined within each section or in Section 27.

AGREEMENT

1. Identified Local Share Projects

1.1 Project List. Park Provider has identified a project or projects on which to spend a portion of Park Provider's Allocated Bond Funds. The Project List, attached as Attachment A to this Agreement, describes the projects. Park Provider's governing body has approved the projects on the Project List and Metro has determined during the Submittal Process that the projects meet the program requirements set forth in the Handbook and the Measure.

1.2 Addition of a Project. The Parties expect Park Provider may identify new projects to add to the Project List after the Effective Date of this Agreement. Park Provider may add projects to the Project List only if Park Provider's governing body has approved the projects and Metro has determined, during the Submittal Process, that the projects meet the program requirements set forth in the Handbook and the Measure. The Parties must amend this Agreement to add to the Project List before Metro will fund any additional projects identified after the Effective Date of this Agreement.

1.3 Removal of a Project. Park Provider may remove a project from the Project List by providing written notice informing Metro of Park Provider's determination that the project has become degraded, cost prohibitive, or otherwise unfeasible, is no longer in the best interest of the Park Provider, can be accomplished for less funds than estimated, or can be funded through other sources. Park Provider may then transfer the Allocated Bond Funds from the removed project to an existing project or a new project approved in accordance with Section 1.2 above.

2. Limitations of Funding

2.1 Payment and Use of Allocated Bond Funds. Metro will provide the Allocated Bond Funds to Park Provider on a project-by-project basis. The total amount of Allocated Bond Funds Metro provides may not exceed the project cost for a particular project. Metro has no obligation under this Agreement other than for the payment of Allocated Bond Funds on a project-by-project basis, as described in Attachment B to this Agreement. Park Provider will use the Allocated Bond Funds it receives only for the purposes specified in this Agreement.

2.2 Local Funds and Leverage. Park Provider may not use Allocated Bond Funds to replace local funds on projects. When possible, Park Provider should use Allocated Bond Funds to leverage other sources of revenue.

2.3 Capital Costs. The Local Share Bond Funds are tax-exempt general obligation bond proceeds and may be used only to pay for expenditures that are Capital Costs. As required by law, and based on Park Provider's own financial and accounting policies, Park Provider must spend all Allocated Bond Funds disbursed by Metro only on Capital Costs. Park Provider may not use Allocated Bond Funds for any Capital Costs incurred before April 30, 2020.

2.4 Capped Project Costs. Park Provider may use Allocated Bond Funds for administrative Capital Costs, including staff costs and Overhead and Indirect Costs, up to a maximum of ten percent (10%) of the total Project Cost for each project. Metro will apply the 10% cap on a project-by-project basis and each Park Provider will be responsible for tracking and accounting for its costs to ensure compliance with the 10% cap. For example, if the total cost of a project is \$100,000 but the Project Cost is \$50,000, the amount of eligible Capped Project Costs for that project is \$5,000.

3. Real Property Acquisitions Requirements

3.1 General. To be eligible for funding under this Agreement, projects that involve the acquisition of real property interests are Acquisition Projects and must comply with the following requirements:

- A. Park Provider must hold title to the property in Park Provider's name;
- B. Park Provider must acquire the property interest from willing sellers and Park Provider

may not exercise any powers of eminent domain;

C. Park Provider must obtain an MAI appraisal (subject to no extraordinary assumptions) of the property in compliance with USPAP standards, and federal and ODOT right-of-way acquisition standards, if necessary, to confirm that the price paid by Park Provider does not substantially exceed the appraised fair market value; and

D. Park Provider must perform commercially reasonable due diligence, including, but not limited to, title reviews and environmental site assessments, to confirm there are no encumbrances, conditions or other issues that would materially restrict Park Provider's use of the property for a Bond Required Use.

3.2 Acquisition Project Payment Requests. Park Provider will request payment of funds for all Acquisition Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

3.3 Post-Acquisition Limitations on Sale and Use. Park Provider must maintain all real property and improvements acquired by Park Provider with Allocated Bond Funds for one or more of the Bond Required Uses. Park Provider may not sell or otherwise authorize the use of such property other than as a Bond Required Use unless Park Provider complies with all of the Post-Acquisition Restrictions set forth on Attachment C.

4. Capital Construction Projects: Requirements

4.1 General. All Construction Projects must be an improvement to real property owned by a State or local government as required by 26 CFR § 1.103-1.

4.2 Construction Project Payment Requests. Park Provider will request payment of funds for all Construction Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

4.3 Equity In Contracting, Workforce Diversity, Construction Pathway Careers Requirements. For all Construction Projects, Park Provider will comply with the Equity in Contracting, Workforce Diversity, and Construction Career Pathways Requirements for grants identified by Metro, as described in Attachment D (as applicable).

4.4 Post-Construction Limitations on Sale and Use. Park Provider may not sell or otherwise authorize use of buildings or improvements funded pursuant to this Agreement unless the sale or use complies with all of the Post-Construction Restrictions set forth in Attachment C.

4.5 Notice of Material Changes. Park Provider will notify Metro of any events during construction that materially affect the Construction Project, including, without limitation (1) extensions to the Project schedule of more than 60 days, (2) increases to the total Project Cost of more than 10%, (3) any notices of default issued by Park Provider or other project lenders, or (4) any potential or current problems or challenges that could pose a risk to the Construction Project. Park Provider will provide Metro with any additional information Metro reasonably requests related to such events.

4.6 Third Party Indemnification. If Park Provider obtains an indemnification agreement from any third-party developer or general contractor for a project, Park Provider will contractually require such party to indemnify Metro to the same extent as the party indemnifies Park Provider.

5. Funding Recognition

5.1 Overall Funding Recognition Requirements. At least once during the Term of the Agreement, Park Provider will hold a public meeting with members of Park Provider's governing body, at which Park Provider will recognize Park Provider's partnership with Metro to complete Park Provider's projects. This meeting may be a regularly scheduled meeting of the governing body, or it may be a special meeting. In either case, Park Provider must comply with Oregon Public Meetings law. Park Provider will provide the Local Share Program Manager with written notice of such public meeting at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

5.2 Individual Project Funding Recognition Requirements.

A. Park Provider will (1) coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate, (2) recognize the Measure as a funding source at any such event, and (3) provide a speaking opportunity for the Metro elected official

representing the district in which the project is located, if such opportunities are provided to Park Provider or other public officials.

B. Park Provider will recognize Metro and the Measure in any publications, media presentations, or other presentations relating to or describing projects receiving Allocated Bond Funds. Such project recognition will be included on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.

C. At or before completion of any project, Park Provider will install permanent signage at the project site in prominent and highly visible locations near each primary public access point or viewing access area and not located in a manner that would have a detrimental impact on any natural area view shed. The signage will acknowledge Metro's funding of the project and any other partners that have provided funding. Signage will (1) be a standard, free-standing sign provided by Metro, which Metro will make available to Park Provider upon request at no cost to Park Provider, or (2) include Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Measure for the project being recognized, in relation to other agencies recognized on such signage. Metro's logo and script should not be larger than the logo and script of Park Provider. Metro will make its graphics available upon request at no charge to Park Provider.

D. When Park Provider opens the project to the public, Park Provider will plan and hold at least one community/media event to publicize the project and its relationship to the Measure. Park Provider will provide the Local Share Program Manager with written notice of such event at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

6. Reporting Requirements

6.1 Regular Reporting Requirements. Metro distribution of Allocated Bond Funds is conditioned on Park Provider's ongoing demonstration of progress on each project as presented through regular staff-to-staff conferences, quarterly updates and an annual progress report as described in Section 6.1(C) below:

A. Staff-to-Staff Conferences. Park Provider and Metro staff will confer as needed and at least every 6 months by telephone, video conference, in-person meetings, or site visits. Topics will include

project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.

B. Quarterly Updates. By September 30, December 31 and March 31 of each fiscal year during the Term, Park Provider will provide brief updates in writing describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion.

C. Annual Progress Report. By July 31 of each year of the Term, or until Park Provider has fully completed the project, whichever is first, Park Provider will prepare a progress report using a template provided by Metro. The Annual Progress Report is an opportunity for Park Provider to summarize progress, identify successes and challenges of each project, and show that Park Provider has met the Measure goals and principles. Metro may revise the Annual Progress Report template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

6.2 Annual Financial Report. On or before July 31 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Park Provider for a project, Park Provider will prepare a financial report using a template provided by Metro. The Annual Financial Report will contain (A) an itemized list of Park Provider's expenditure of Allocated Bond Funds through the end of the applicable fiscal year and the prior fiscal year, (B) a certification from Park Provider to Metro that the Allocated Bond Funds were used only to pay for Capital Costs and the Capped Project Costs do not exceed the 10% cap described in Section 2.3, and (C) such other financial items related to this Agreement Metro requests in writing with reasonable notice to Park Provider. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

6.3 Annual Outcomes and Impacts Report. On or before July 31 of each year during the term, Park Provider will prepare a report describing outcomes and impacts using a template provided by Metro. The Annual Outcomes and Impacts Report will (A) describe each project's compliance with the Program Requirements, (B) track outcomes that have been emphasized in the Program Requirements, and (C) demonstrate the impact of investments from the Allocated Bond Funds. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

7. Project Records, Audits and Inspections

7.1 Project Records. Park Provider will maintain comprehensive records and documentation relating to any project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of any nature that Park Provider incurred or anticipated to be incurred for the performance of this Agreement (collectively, the "Project Records") in sufficient detail to permit Metro or its auditor to verify how Park Provider spent Allocated Bond Funds. Project Records includes 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 and any other records necessary to clearly document:

- A. Park Provider's performance of this Agreement, including but not limited to Park Provider's compliance with this Agreement;
- B. Any claims arising from or relating to the performance of Park Provider under this Agreement or any public contract entered into by Park Provider that is related to this Agreement;
- C. Any cost and pricing data relating to this Agreement;
- D. Payments made to all suppliers, contractors and subcontractors engaged in any work for Park Provider related to this Agreement; and
- E. Any financial match or other contribution of funds from any other source relating to any project.

7.2 Maintenance of Project Records. Park Provider will maintain all fiscal Project Records in accordance with generally accepted accounting principles. Park Provider will maintain Project Records for the longer period of either (A) three (3) years after the final maturity of the bonds issued for the Local Share Bond Funds, or (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six (6) years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

7.3 Availability of Project Records. After Metro provides Park Provider with at least seven (7) days' prior notice of its intent to examine, audit, inspect and copy Project Records, Park Provider will make Project Records 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. Park Provider will make Project Records available within the boundaries of the Metro region, at reasonable times and places

regardless of whether litigation has been filed on any claims. Park Provider authorizes and permits Metro Representatives to inspect, examine, copy and audit the books and Project Records of Park Provider related to the Project, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement. Park Provider agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Park Provider, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process. Metro will keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 7.5 below.

7.4 Costs of Audit. Park Provider agrees that if Metro's review of Project Records discloses that Metro is owed any sum of money, other than a nominal sum, or establishes that any portion of any claim made by Park Provider against Metro is not warranted, Park Provider will pay all costs incurred by Metro in conducting the audit and inspection. Metro may withhold payment of costs under this Section from any sum that is due or that becomes due to Park Provider.

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

8. Project Failure, Misuse of Allocated Bond Funds and Repayment

Park Provider will use the Allocated Bond Funds strictly in accordance with the terms set forth in this Agreement. Metro will seek all available remedies from Park Provider for breach of this Agreement, including without limitation reimbursement to Metro of any costs related to Park Provider's breach, reallocation of Allocated Bond Funds to another Park Provider Project, and repayment with interest to Metro of Allocated Bond Funds. Acquisition Projects must close within 90 days after Metro disburses the requested funds and failure to meet this timeline is a breach of this Agreement. Park Provider will inform Metro if an Acquisition Project is not expected to close within 90 days and will confer with Metro to resolve Park Provider's breach. Construction Projects must start within 60 days after Metro disburses funds and failure to meet this timeline is a breach of this Agreement. Park Provider will inform Metro if a Construction Project is not expected to start within 60 days and will confer with Metro to resolve Park Provider's breach. If a project is no longer used for a Bond Required Use or in compliance with the terms set forth in this Agreement, Park Provider will confer with Metro to determine appropriate expenditure of the Allocated Bond Funds, which may

include without limitation immediate repayment of the Allocated Bond Funds disbursed for the project. Park Provider acknowledges and affirms its obligations even if Park Provider's breach of the Agreement is no fault of Park Provider.

9. Term; Termination

9.1 Term. This Agreement terminates (ten years after effective date), 2032. The parties may agree to one extension of the Agreement, not to exceed two years. After termination of the Agreement, Metro will reallocate any funds Park Provider did not spend. The provisions of Sections 3.3, 4.4, 5, 7, 8, 12 and 14 will survive the completion of any project. Notwithstanding the foregoing, all terms of this Agreement will terminate on June 1, 2040.

9.2 Termination for Cause.

A. Metro may terminate this Agreement, in full or in part, at any time during the Term of this Agreement if Metro reasonably determines that Park Provider has failed to comply with any provision of this Agreement and is therefore in default. Upon such termination, Metro may immediately withhold or suspend future distributions of Allocated Bond Funds in addition to any other rights and remedies set forth herein or available at law or in equity.

B. Metro will promptly document such default and notify Park Provider in writing of Metro's determination as required in Section 9.2(C) below. Notwithstanding any termination for cause, Park Provider will be entitled to receive payments for any work completed or for which Park Provider was contractually obligated on the date that Metro provided written notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. Before termination for cause, Metro will provide Park Provider with written notice of default that describes the reason(s) that Metro has concluded that Park Provider is in default and includes a description of the steps that Park Provider must take to cure the default. Park Provider will have 90 days from the date of the notice of default to cure the default, or a longer period that Metro may specify in its written notice (the "Cure Period"). If Park Provider does not cure the default within the Cure Period, Metro may terminate all or any part of this Agreement. Metro will notify Park Provider in writing of the reasons for the termination and the effective date of the termination, which will not be earlier than 90 days from the date of the notice of default. Park Provider will be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the

notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by Park Provider in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

D. Park Provider will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

E. If, after notice of termination, Metro agrees or a court finds that Park Provider was not in default or that the default was excusable, including but not limited to, a labor strike, fire, flood, epidemics, quarantine restrictions, freight embargoes, or other event that was not the fault of, or was beyond the reasonable control of Park Provider, Metro will allow Park Provider to continue work, or both Parties may treat the termination as a joint termination for convenience whereby the rights of Park Provider will be as provided in Section 9.3 below.

9.3 Joint Termination for Convenience. Metro and Park Provider may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon a mutual, written termination agreement signed by both Metro and Park Provider. Within 30 days after termination pursuant to this provision, Park Provider will submit an itemized invoice for all unreimbursed project work completed before the effective date of termination, provided that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement. Metro will not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond Park Provider's control.

10. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The cost of mediation will be shared equally. If the Parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all

other remedies available at law or in equity.

11. Public Contracting Provisions; Compliance with Law

11.1 Public Contracting Provisions. Park Provider is solely responsible for ensuring that all projects receiving Allocated Bond Funds comply with prevailing wage rate law, as applicable, and with applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon. Park Provider and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

11.2 Compliance with Law. Park Provider will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Allocated Bond Funds. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act.

12. Indemnification; Limitation on Liability

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

12.2 Limitation on Liability. In no event will either Party be liable to the other for, and each Party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused,

whether or not arising from a Party's sole, joint or concurrent negligence.

13. Oregon Law; Forum

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

14. Oregon Constitution and Tax Exempt Bond Covenants

Park Provider acknowledges that Metro's source of funds for the Local Share 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 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Park Provider covenants and agrees that (A) it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Park Provider breaches these covenants, Park Provider will 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, reimbursement of Metro for any projects funded under this Agreement.

15. Notices

Any notices permitted or required by this Agreement, other than payment requests required pursuant to Attachment B, must be in writing to the addresses set forth below and will be deemed given upon (A) personal service, (B) deposit in the United States Mail, postage prepaid, (C) deposit with a nationally recognized overnight courier service or (D) by email delivery, if sent on a business day between the hours of 7:00am and 6:00pm Pacific Time. All such notices will be deemed received as follows (A) upon personal service, (B) three days after deposit in the US Mail, postage prepaid, (C) one day after deposit with a nationally recognized overnight courier service or (D) on the date of delivery of

the email, provided that the email is sent on a business day during the hours stated above, or on the next business day if the email is sent outside of the hours stated above.

Park Provider's Designated Representative(s):

Attn: Ross Hoover, Parks and Recreation Director
City of Tualatin
18880 SW Martinazzi Ave
Tualatin, OR 97062
Phone: 503.691.3060
Email: rhoover@tualatin.gov

Metro's Designated Representatives:

Attn: Local Share Program Manager, Antonia Machado
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232
Email: antonia.machado@oregonmetro.gov

with copy to:

Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232
Email: michelle.bellia@oregonmetro.gov

The parties may change the addresses by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended. Telephone numbers are for information only.

16. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Park Provider without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments, exhibits and schedules constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure to enforce any provision of this Agreement does not constitute a waiver by either Party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

17. Amendment

The Parties may not waive, alter, modify, supplement or amend this Agreement except by written amendment signed by both Parties.

18. No Third Party Beneficiaries

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

19. Relationship of Parties

Nothing in this Agreement nor any acts of the Parties hereunder will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Park Provider and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of any project funded with Allocated Bond Funds. This Agreement is not intended to be a contract that provides for the development or construction of any project, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of any developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with Park Provider to which Metro is not a party. Park Provider waives and releases Metro from any claims and actions related to the construction, operation, repair, or maintenance of any project.

20. Other Agreements

This Agreement does not affect or alter any other agreements between Metro and Park Provider.

21. Further Assurances

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

22. No Attorney Fees

Except as otherwise set forth in Section 12.1 of this Agreement, in the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party will be responsible for its own attorneys' fees and expenses.

23. Limitations

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

24. Severability

If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions are not affected.

25. Counterparts; Electronic Execution

This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures with respect to this Agreement.

26. Authority

Park Provider 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 Park Provider and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for Park Provider and Metro, respectively. 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.

27. Definitions

Acquisition Project means projects that involve the acquisition of real property.

Allocated Bond Funds means the total bond proceeds to be distributed by Metro to Park Provider under this Agreement.

Bond Required Use means a property is used for one or more of the following uses: (1) to protect water quality, fish wildlife habitat, natural areas, (2) to connect people to parks and nature, (3) as a local or regional trail, or (4) as an environmental educational facility.

Capital Costs means qualified capital costs, consistent with the Oregon Constitution and federal tax law, that are capitalizable under Generally Accepted Accounting Principles (GAAP) and under general federal income tax principles and may include the costs of real property acquisition and/or capital construction and improvements to real property.

Construction Projects means all projects that are not Acquisition Projects and involve (A) construction of buildings and other improvements, (B) habitat restoration or habitat connectivity enhancements, (C) maintaining or developing public access facilities at public parks and natural areas, (D) design and construction of local or regional trails, or (E) enhanced or new learning/environmental educational facilities by Park Provider.

Handbook means the Local Share Handbook that includes requirements for each eligible local government park provider to receive its proportionate share of the Local Share Bond Funds.

Local Share Bond Funds means the \$92 million of bond proceeds to be distributed by Metro to local government park providers.

Overhead and Indirect Costs means costs whose benefits are not readily identifiable for a specific project but are necessary for the execution of each project.

Project Cost means the amount of Allocated Bond Funds Metro approved for each project.

Project List means the projects identified by Park Provider and eligible for Local Share Bond Funds.

ATTACHMENTS:

- Attachment A: Projects List
- Attachment B: Payment Request Requirements
- Attachment C: Post-Acquisition and Post-Construction Restrictions on Sale and Use

The Parties have executed this Agreement as of the Effective Date.

Metro

City of Tualatin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME: City of Tualatin

B. PROJECT DETAILS:

1. **Project Name:** Basalt Creek Parkland Acquisition
2. **Project Contact Information:** Ross Hoover, rhoover@tualatin.gov
3. **Project Description:** Acquire and protect natural parkland in our fast-growing expansion area providing active recreation space, connections to regional and local trails, and scenic water access to an affordable housing community that would otherwise be nature deficient.
4. **Project Location:** 23515 SW Boones Ferry Rd, Tualatin, OR 97062
5. **Acquisition Project OR Construction Project:** Acquisition
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 1) submitted by City of Tualatin.

The Park Provider and Metro may modify the Scope of Work, outlined in this attachment, upon mutual written agreement. The parties may agree to minor changes in writing by email.

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

1. **Local Share Investment Category:** Natural area or park land acquisition, Fish and Wildlife habitat restoration and/or habitat connectivity, Maintaining or developing public access facilities at public parks and natural areas, Design and construction of local or regional trails
2. **Local Share Criteria:** Park provider selected one or more specific local share criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by City of Tualatin
3. **Climate Resilience Criteria:**
Park provider selected one or more specific climate resilience criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by City of Tualatin.
4. **Community Engagement and Racial Equity Criteria:**
Park provider met meaningful engagement criteria and made a good faith effort to engage members of historically marginalized communities. Please refer to Local Share project application (Exhibit 1) submitted by City of Tualatin.
5. **Strategies for avoiding gentrification/displacement:**
Park provider identified demographics of community in vicinity of project. Park provider described anti-displacement strategies its agency use or it will employ to mitigate impacts on at-risk communities. Please refer to Local Share project application (Exhibit 1) submitted by City of Tualatin.

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

1. **Project Budget:**

- a. Amount of Allocated Bond Funds Requested (“**Project Cost**”): \$ \$1,581,005.00 (ONE MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND AND FIVE DOLLARS AND 00/100 DOLLARS)
- b. Description of other Project Funding: Local Share Bond funds will be leveraged by providing additional acquisition expenses (estimated at \$505,295.00 at time of submittal – subject to change after final appraisal), \$15,000.00 in title closing costs and \$1,200 in design, technical studies, permits, etc. (soft costs) for an estimated total of \$505,295.00 in leveraged funds. (Note: the estimated costs for closing were updated from the original application in exhibit 1 in August 2022, the above and item c below represent the updated expectation of leveraged funds.)
- c. Total Project Budget: \$2,086,300.00

1. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 1)

Park Provider provided an anticipated closing date in their application. Park Provider will notify Metro Local Share Program Manager of any changes in this anticipated timeline to ensure both parties are prepared for finalizing documentation for a wire transfer to the escrow account.

2. **Payment schedule:**

Park Provider will submit documents related to closing and wire transfer information as outlined in Attachment B. Metro will facilitate the wire transfer when all necessary documents are received and approved.

ATTACHMENT B
Payment Request Requirements

ACQUISITION PROJECT PAYMENT REQUEST PROCEDURES:

- A. **General:** For all Acquisition Projects, Metro will disburse funds in the amount of the final purchase price and closing costs up to the Project Cost at the time of expenditure directly to the seller through an escrow account with a title company to be held until the closing of the transaction. Disbursements for all other Capital Costs related to Acquisition Projects will be made by Metro on a reimbursement basis in accordance with the Reimbursement Request process for Construction Projects described above.
- B. **Each Acquisition Project Funding Request must include:**
1. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider which certifies Park Provider has complied with (i) all Acquisition Project requirements set forth in Section 3 of the Agreement and (ii) all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement.
 2. A closing statement that details the price of the property and all related closing costs.
 3. Wiring instructions or other instructions related to the transmittal of funds to the title company escrow account.

Park Provider must submit the information through Metro's online system (ZoomGrants). Sensitive documents may be sent via other means to be arranged with the Local Share Program Manager. If Park Provider cannot submit Requisition Certificate through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

- C. **Upon Metro's receipt of an Acquisition Project Funding Request:** Metro's Local Share Program Manager will review the submitted documents to confirm compliance with the Submittal Process, or request additional information from Park Provider as needed. Metro will transfer funds to the escrow account within five (5) business days after receipt of all necessary documents from Park Provider.

CONSTRUCTION PROJECT PAYMENT REQUEST PROCEDURES

A. Final Approval of Construction Project

1. Park Provider's request for Final Approval of a Construction Project must include general project information, including a project narrative, finalized sources and uses information, a draft project site/design plan, a final construction contract schedule of values, and any other information Metro determines is necessary.
2. Metro will issue a final approval of the project to Park Provider upon Metro's determination that the project is consistent with this Agreement and the Local Share Handbook.

B. Initial Advance Requests

1. **General:** Following Metro's Final Approval of the Construction Project, Park Provider may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved Construction Project if Metro determines that (a) Park Provider has completed all plans and specifications; (b) all applicable permits and construction contracts are in place; and (c) construction will begin within 60 days of the date of the Initial Advance Request. To receive a disbursement of the Initial Advance, Park Provider must receive final approval from Metro of any changes to the Construction Project.
2. **Initial Advance Request form:** Park Provider must complete an Initial Advance Request form, provided by Metro and signed by Park Provider's authorized representative, certifying the Project information Park Provider provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way.
3. **Initial Advance Request information:** Park Provider must submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

4. **Metro payment of Initial Advance Request:** Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Park Providers must seek reimbursement for additional Capital Costs incurred in arrears up to the total Project Cost. Park Providers must provide proof of payment of the Initial Advance before requesting additional reimbursement payments. Park Providers may seek reimbursement as frequently as once per quarter. At a minimum, Park Providers must submit a Reimbursement Request at least once a year.
2. **Each Reimbursement Request must include:**
 - a. Proof of payment of the Initial Advance until such time as the advance has been fully reported and spent down.
 - b. A Request for Reimbursement itemized statement of expenses for each Construction Project showing a schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which budget category from the project submission the expense corresponds. The total on the

itemized statement should match the amount indicated on the Requisition Certificate for Release of Funds.

- c. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider certifying:
 - i. Compliance with all Construction Project requirements set forth in Section 4 of the Agreement;
 - ii. Compliance with all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement;
- d. Park Provider must submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

3. Metro payment of Reimbursement Request: : Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

4. Retainage. Metro may withhold not more than ten percent (10%) of the Project Costs until Metro approves Park Provider's final close-out report.

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

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

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

I. Post- Acquisition Restrictions:

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

A. Park Provider's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.

B. Park Provider's intent, at the time it purchased the property, was to use it for a Bond Required Use.

C. In the event of a sale, Park Provider transferred the property to a non-federal public agency or jurisdiction.

D. Park Provider provided Metro written notice of its intent to authorize the sale to a third party or change Park Provider's use of the property 180 days before the sale or change in use.

E. Park Provider held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.

F. Metro approves Park Provider's determination of the appraisal value of the property pursuant to the following steps:

(1) At least 90 days before to making a final decision to sell or change the use of the property, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Park Provider purchased the property. The appraisals must be in compliance with USPAP standards

and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

(2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (I)(F)(1) of this Attachment.

G. If approved by Metro as provided above, then within 180 days after selling the property or authorizing the change in use of the property, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to the proceeds of the sale.

II. Post- Construction Restrictions:

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

- A. Park Provider's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
- B. Park Provider's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
- C. In the event of a sale, Park Provider transfers the property to a non-federal public agency or jurisdiction.
- D. Park Provider provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
- E. Park Provider holds at least one public hearing regarding the matter, consistent with its

adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.

F. Metro approves Park Provider's determination of the appraisal value of such buildings or improvements pursuant to the following steps:

- (1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
- (2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (II)(F)(1) of this Attachment.

G. Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to proceeds of the sale.

Exhibit 1 to Attachment A

Powered by [ZoomGrants™](#)

Metro
Parks and Nature
Parks and Nature
Metro 2019 Parks and Nature Bond Local Share Project Submittal Form
Deadline: 12/31/2030

City of Tualatin Parks & Recreation Basalt Creek Parkland Acquisition

Jump to: [Eligibility](#) [Submittal Questions](#) [Budget](#) [Scope and Outcomes](#) [Document Uploads](#)

\$ 1,581,005.00 Requested

Submitted: 4/15/2022 3:54:18 PM
(Pacific)

Project Contact

Kyla Cesca
kcesca@tualatin.gov
Tel: 503.691.3062

Additional Contacts

rmueller@tualatin.gov

City of Tualatin Parks & Recreation

18880 SW Martinazzi Ave
Tualatin, OR 97062
United States

Director

Ross Hoover
rhover@tualatin.gov

Telephone 503.691.3062

Fax

Web <https://www.tualatinoregon.gov/recreation>

Eligibility [top](#)

1. Local Share conversation

Before you propose projects, have you had a conversation (or conversations) with Metro's Local Share Program Manager? Metro staff can make sure your projects and processes meet bond criteria and we can provide assistance if needed.

I got it!

2. Distribution of funds

(See Exhibit C to Resolution No. 19-4988) I am eligible for Local Share allocation as the representative of:

- Beaverton \$ 5,709,843
- Clackamas County \$ 5,381,324
- Cornelius \$ 902,546
- Durham \$ 310,665
- Fairview \$ 640,683
- Forest Grove \$ 1,420,103
- Gladstone \$ 852,315
- Gresham \$ 5,416,870
- Happy Valley \$ 1,150,062
- Hillsboro \$ 5,999,692
- Johnson City \$ 230,749
- King City \$ 417,798
- Lake Oswego \$ 2,083,297
- Milwaukie \$ 1,127,000
- North Clackamas Parks and Recreation District \$ 4,508,386
- Oregon City \$ 1,914,446

- Portland \$ 31,821,020
- Rivergrove \$ 229,789
- Sherwood \$ 1,148,149
- None of the above

3. Distribution of funds

(See Exhibit C to Resolution No. 19-4988) I am eligible for Local Share allocation as the representative of:

- Tualatin Hills Parks and Recreation District \$ 8,628,870
- Tigard \$ 3,107,156
- Troutdale \$ 793,376
- Tualatin \$ 1,581,005
- Washington County \$ 3,256,965
- West Linn \$ 1,418,291
- Wilsonville \$ 1,557,445
- Wood Village \$ 392,155
- None of the above

Submittal Questions [top](#)

Location and general description

1. Project summary (one paragraph, 255 characters)

In a nutshell, what is your project intended to accomplish? (1-2 sentences. This is how Metro will describe it to others.)

Acquire and protect natural parkland in our fast-growing expansion area providing active recreation space, connections to regional and local trails, and scenic water access to an affordable housing community that would otherwise be nature deficient.

2. General description (up to one page, 4000 characters)

Tell us more. Describe the project, including its purpose and the issues it addresses. Is this a new project, does it complete an existing project or does it improve an existing facility?

The City of Tualatin's proposed project is a significant step toward expanding the service of the City's award-winning park and recreation system facilities and programs into Tualatin's fast growing expansion area, a future 367-acre area known as Basalt Creek. The addition is projected to bring 1,897 new jobs and 852 new households into the City including the Community Partners for Affordable Housing (CPAH) complex, Plambeck Gardens. The proposed project will acquire natural parkland and wildlife habitat within the Basalt Creek Canyon providing nature and scenic water access, connections to regional and local trails, and access to natural recreation space for the growing community that would otherwise be nature deficient.

Not only will this parkland purchase address the unmet needs for inclusive access to natural areas and active recreation, regional and local trails, and connection to nature, it also protects the environment, natural resources and wildlife habitat. Basalt Creek connects to Coffee Creek Wetlands (Metro Property) and ultimately flows into the Willamette River. Portions of the property include both Class 1 and 2 Metro Title 13 Lands. The purchase and planned restoration of the land will protect this crucial headwater, wetland and confluence keeping these critical features of a healthy watershed intact and functioning in order to provide habitat, ecological benefits and climate resilience.

This property acquisition was prioritized as one of the high priority park needs though several different City planning projects that involved connecting with thousands community members in over 50 engagement opportunities that include the City of Tualatin Parks and Recreation Master Plan, Basalt Creek Concept Plan, and the Basalt Creek Parks and Recreation plan. Throughout the development of Basalt Creek Parks and Recreation Plan, the City showed a strong commitment to understand the social, legal, ecological, and economic dynamics of the community during a yearlong planning process. The adjacent property has three proposed residential development projects, including the CPAH housing complex that will result in up to 852 multi and single-family households having an estimated 2,164 people, and additional employment development with 1,897 more employees. Another more substantial community engagement process will commence once community members reside in the area. There will be authentic engagement with the community to identify parkland priorities with a focus on historically marginalized people who have lacked parks or natural areas in proximity to their neighborhood(s).

This project will achieve major goals of both the Metro Local Share Bond as well as the City of Tualatin Parks and Recreation Master Plan, and Equity and Inclusion Plan by expanding accessible and inclusive parks and nature access to support community interests and recreation needs. In addition, the project will conserve and restore natural areas to support wildlife, promote ecological functions, and connect residents to nature and the outdoors close to where they live.

3. Location

Provide project address and/or map coordinates.
23515 SW Boones Ferry Rd, Tualatin, OR 97062

4. Location description (up to one page, 4,000 characters)

Briefly describe the project site or facility attributes and current ownership.

Currently owned by private party who is a willing seller to the City. The owners purchased the land in 1995 and built the home in 1996. A portion of the property was previously used for seasonal farming. The two-acre upland portion of the property near Boones Ferry Road is a field/meadow area that had been used for livestock grazing in the past. The developed area of the property with residence and turf field area is on an approximately two acres. The remainder of the property is natural areas with creek and forested trees. There are slopes in the natural area having large trees, creek and probably wetlands. The natural area of the property is in good condition and fairly clear of invasive plant species with primarily native plant species. There is wildlife habitat on approximately 50% of the property that includes large and small mammals, variety of bird species, amphibians, reptiles, and insects.

5. Land acquisition

Is this a land acquisition? (Select only one)

- Yes
 No

6. Land acquisition (up to one page, 4,000 characters)

If your project is a land acquisition a) What is the status of negotiations to acquire the property? b) Describe the one- to five-year stabilization plan for the property. (If not, please answer "NA".)

Currently there is an executed Purchase and Sale Agreement signed by the property owners and City of Tualatin. This agreement was approved by City Council Resolution No. 5608-22 and signed by the City Manager. An escrow account has been opened with Lawyers Title holding City earnest funds deposited. A preliminary title report has been obtained, which shows no concerns. A phase 1 environmental assessment was completed with no issues shown.

The price in the agreement is contingent upon a certified appraisal, which is in process.

Upon closing, the city will assure that the property is maintained and natural resources are protected. A plan for restoration of native plant species and removal of invasive species will be determined.

7. Capital project timeline

What is the anticipated date this project could be ready to commence?

This is not a capital project and is not applicable

8. Capital project plans and designs

For capital projects that are not acquisitions, upload on the next page project plan/design materials.

- I uploaded it!
 Not applicable

Bond purpose

9. Bond purpose (up to one page, 4000 characters)

The purpose of the bond is to acquire, protect and connect fish and wildlife habitat, protect clean water and connect people to nature close to home. How does your proposed project meet the purpose of the bond?

Our proposed project is a natural area parkland acquisition. The land is located in a significant natural area, which includes wetlands, canyon, basalt formations, evergreen forest, wildlife habitat, and Basalt Creek, a headwater of the Coffee Creek wetlands a portion of which is Metro owned and managed. The acquisition of this natural area by the City of Tualatin will fulfill a majority of the bond measure principles and goals such as protection of wildlife habitat, enhancement of the watersheds, and connections to regional trails. The future of this parkland will provide the developing community access to nature close to home. A new affordable housing complex will be built directly across the street increasing access to nature those who have been historically marginalized. In addition, this future park location also aligns with one of framework principles Metro's Affordable Housing Bond: Creating opportunity throughout the region by increasing access to transportation, jobs, schools, and parks.

Local share investment categories (Section 6 of Handbook)

10. Local share investment categories

In which bond-eligible local share capital investment category(ies) does this project fit?

- Natural area or park land acquisition
- Fish and wildlife habitat restoration and/or habitat connectivity
- Maintaining or developing public access facilities at public parks and natural areas
- Design and construction of local or regional trails
- Enhanced or new learning/environmental educational facilities

11. Local share investment categories (up to one page, 4,000 characters)

Describe how this project addresses the category(ies) you checked.

Natural area or parkland acquisition

- The acquisition includes both Class 1 and 2 Metro Title 13 Lands deemed a significant natural area and wildlife habitat. The property has local and regional trail connections to major multi modal trail corridors including the Ice Age Tonquin Trail and the Sherwood to Sandy Power Line Trail.

Fish and wildlife habitat restoration and/or habitat connectivity

- Portions of the property acquisition include both Class 1 and 2 Metro Title 13 Lands within this newly added area of the urban growth boundary. This acquisition will ensure conservation of significant wildlife habitat and natural environmental area, in a soon to be urban area.

Developing public access facilities at public parks and natural areas

- Plans for the land will include the development of public access to nature and active recreation determined by future community members. The future park site planning will focus on the CPAH Plambeck Gardens affordable housing residents who will reside directly across the street. Community members will decide the park facilities and features they would like to see in the future park, within the confines of Metro Local Share guidelines and requirements.

Design and construction of local or regional trails

- The Basalt Creek Parks & Recreation Plan accepted by the City Council in January 2022 after a yearlong planning process having extensive public engagement, shows a local trail on the acquisition property that connects to the regional Ice Age Tonquin Trail. This trail runs north south from the Willamette River connecting to other regional trails to the Columbia River, which spans over 20 miles and connects the entire Metro region. This property is in close proximity and is part of local trails that connect to the planned I5 regional trail, and proposed future Sherwood to Sandy power line trail. Throughout Tualatin's Basalt Creek expansion area there are interconnect trails regional and local trails planned. Within Basalt Creek, the City with Metro assistance and resources has obtained land rights and easements to build portions of the regional Ice Age Tonquin Trail.

Local share criteria (Section 7.2 of Handbook)

12. Local share criteria

All projects funded through the local share program must meet at least one of the local share program criteria listed below.

Which local share criteria does your project satisfy?

- Improves critical capital infrastructure to ensure that parks are safe and welcoming.
- Improves accessibility and inclusiveness of developed parks.
- Provides culturally responsive public improvements as identified by greater Portland's Indigenous community and/or communities of color.
- Improves the visitor experience by investing in new or existing park amenities.
- Improves access to nature for local communities identified as "nature-deficient".
- Improves the efficiency and effectiveness of operations and maintenance of developed parks.
- Provides new or expanded access to nature, particularly in proximity to neighborhood centers, corridors or transit.
- Improves access to water with scenic and/or recreational opportunities.
- Acquires land that could provide future access to nature for people, scenic views, and community gathering spaces.
- Protects and improves water quality and quantity, with an emphasis on headwaters, wetlands, floodplains, riparian areas.

13. Local share criteria (up to one page, 4,000 characters)

Describe how the project will satisfy the selected local share criteria.

Provides culturally responsive public improvements as identified by greater Portland's Indigenous community and/or communities of color.

- The community engagement plan for this project calls for outreach to recruit and support future residents to lead the park planning process in the language(s) of their choice.

Provides new or expanded access to nature, particularly in proximity to neighborhood centers, corridors or transit.

- The land acquisition will provide the only public access to nature in the 367-acre urban expansion area. This area is expected to accommodate up to 852 new households, including 116 units of affordable housing and just under 2,000 new employment jobs.

Improves access to water with scenic and/or recreational opportunities.

- This project will provide future scenic access to Basalt Creek, wetlands, and opportunities to connect historically marginalized community members to nature, and recognize the importance and significance of water. This acquisition will offer opportunities for the community to promote and learn the importance of keeping water clean and abundant. The parkland will provide future access to nature, scenic views, passive and active recreation, and community gathering spaces.

Protects and improves water quality and quantity, with an emphasis on headwaters, wetlands, floodplains, riparian areas.

- This purchase will aid in keeping a critical watershed healthy and ecologically intact in order to provide habitat, good ecological/environmental conditions and climate resilience. The property will aid in filtering site stormwater prior to entering the creek and wetlands.

Climate resilience (Section 7.1 of the Handbook and climate resilience criteria guidance document)

14. Climate resilience

Every project funded by the bond must satisfy at least one of the following climate resilience criteria. Please select which criteria your project satisfies.

- Protect, connect and restore habitat to support strong populations of native plants, fish and wildlife that can adapt to a changing climate.
- Protect and restore floodplains, headwaters, streams and wetlands to increase their capacity to handle stormwater to protect vulnerable communities from flooding.
- Increase tree canopy in developed areas to reduce heat island effects.
- Use low-impact development practices and green infrastructure in project design and development.
- Invest in segments of the regional trail system to expand active transportation opportunities for commuting, recreation and other travel

15. Climate resilience (up to one page, 4,000 characters)

Provide a brief narrative describing how this project will satisfy the selected criteria, who will benefit and how it will make your community more resilient to the effects of climate change.

The acquisition of parkland will prevent development of the property that would result in additional hardscape and impervious surfaces. Half (4.5 acres) of the subject property will remain natural area having creek, wetlands, evergreens, and native vegetation. To protect, conserve, and restore critical natural resources onsite will strengthen the city climate resilience and benefit the neighborhood, community and region. About three acres may be used as active recreation space that will mitigate hard space and impervious surfaces. Climate resilience design standards are expected to be used when community members plan and design their park.

Site stormwater practices to filter water prior to entering Basalt Creek (headwaters for coffee creek wetlands & flows into the Willamette River) will support climate resilience, improve the environment and provide wildlife habitat.

Meaningful community engagement and racial equity (Sections 5.1 and 5.2 of the Handbook)

16. Meaningful community engagement and racial equity: Every project funded by the bond must satisfy community engagement and racial equity criteria below.

In the next question, provide a narrative of the process through which this project was selected and prioritized. Please check off each of the following as you address them in the narrative:

- When did planning and engagement take place? Is more engagement planned?
- Who is likely to use or benefit from this park, trail or natural area? Describe the demographics and location of the community for which this project is planned.
- What engagement strategies and methods did you use to connect with the community, particularly those who have been underrepresented in past public engagement processes? Describe their effectiveness and any lessons learned.
- Describe the format of the community engagement, the activities, questions posed etc.
- Report on who participated (number of community members who participated, participation of historically marginalized communities and relevant demographics).

- ✓ Summarize the feedback received. How did feedback from communities of color and other historically marginalized community members directly impact the project?
- ✓ Was this community engagement process different from processes you've used for similar projects? If you used partnerships (culturally specific, community-based, faith-based, etc.) please describe them.
- ✓ Did you report project outcomes back to the communities involved?
- ✓ How did you evaluate the engagement methods and activities? Did you solicit feedback from participants, staff or partners? What did you learn and how do you plan to incorporate this into future engagement?

17. Meaningful community engagement and racial equity (up to two pages, 8,000 characters)

Provide a narrative of the process through which this project was selected and prioritized. Include the answers to the above questions.

This project requires a multi-pronged community engagement approach that will span several years in the future. The community engagement plan will be guided by the City of Tualatin Parks and Recreation Equity and Engagement plan, found here: <https://www.tualatinoregon.gov/recreation/webforms/parks-recreation-equity-and-inclusion-plan> The acquisition property is located in an expanding area recently added to the urban growth boundary. As the area develops, it is expected to create 1,897 new jobs, and support 852 new residential household units.

The property is located across the street from an approved affordable housing complex, Plambeck Gardens, which is currently planning to build 116 multi-family units. Once the area develops, a much more robust community member driven engagement process will determine the future amenities and facilities of the park, within the parameters of the bond. We plan for new residents to drive the entire process including what the actual process will be! This thoughtful, inclusive approach to community engagement will give decision making power to voices that have been historically silent.

Previous extensive community engagement that identified the need for parkland date back to 2017 and include community engagement (3,000 community members at over 50 engagement opportunities) during the Parks and Recreation Master Plan <https://www.tualatinoregon.gov/recreation/webforms/parks-recreation-master-plan>, Basalt Creek Concept Plan, and the Basalt Creek Parks and Recreation Plan <https://www.tualatinoregon.gov/recreation/webforms/basalt-creek-parks-recreation-plan> (650 community members at over 20 engagement opportunities). Each of these planning processes relied heavily on community engagement and included input from thousands of community members who all determined the crucial need for parkland in this expanding urban area. Without this acquisition, the Basalt Creek area will have a deficient of parks and recreation services.

This acquisition will provide nature access to this growing community area. The demographics of the area will change once developed and community members move in. We anticipate a portion of the new residents to be low income and historically marginalized. We will strive to advance racial equity by making this new public space safe and welcoming for historically marginalized community members. We will provide the opportunity for every community member to be involved in the park planning process though meaningful engagement by inviting the participants to determine the planning process. The next phase of community engagement to design the park will be one of the most important and influential steps in the progress of this project. However, it is cannot take place until new residents begin to move into the area. This crucial step will not be the last, as we intend relationships built with the growing community members to be ongoing and create a feedback loop for community member input.

18. Engagement plan

If an engagement plan was developed for this project, upload it on the next page.

- ✓ I uploaded it!
- ⊖ Not applicable

Equity in contracting and workforce diversity (Section 5.1.2 of the Handbook and Contract and Workforce Equity memo)

19. Bond-funded projects must seek to achieve aspirational goals for workforce diversity and use of COBID contractors; work to reduce barriers to achieving these goals; and demonstrate accountability by tracking outcomes and reporting impacts.

Please address this in brief narratives that answer the following two questions:

- ✓ I got it!

20. Contractor equity (up to one page, 4,000 characters)

Describe your agency's current policies or practices to support expansion of equity in contracting. How will you implement them on this project? If none, what strategies will you employ to attract COBID contractors?

This project is an acquisition and does not include contracting.

21. Workforce equity goals (up to one page, 4,000 characters)

What policies does your agency currently follow to support diversifying the construction industry workforce and how will you apply these policies to your project?

This project is an acquisition and does not include contracting.

22. Workforce equity tiers

If you are a park provider with a local share allocation of \$400,000 or more, please identify the category that applies to the estimated capital construction cost of your project. Select 'Not applicable' if your project is a land acquisition:

- Tier 1 \$200,000 - \$2,000,000 • Workforce diversity tracking using certified payroll.
- Tier 2 \$2,000,000 - \$4,999,999 • Workforce diversity tracking using certified payroll • Prime and subcontractor work toward diversity goals • Include anti-harassment/culture change programming
- Tier 3 >\$5,000,000 • Workforce diversity tracking using certified payroll • Prime and subcontractor work toward diversity goals • Anti-harassment/culture change programming • Consider regional workforce agreement
- Not applicable

23. Workforce equity tiers (up to one page, 4,000 characters)

Please describe how your agency will implement the workforce equity elements associated with the tier you checked. Metro staff will work with you directly to rightsize contract and workforce equity goals for your project/set of projects.

This project is an acquisition and does not include contracting.

Avoiding gentrification and displacement (Section 5.2 of the Handbook)

24. Avoiding gentrification and displacement

Projects funded by the bond must employ strategies to prevent or mitigate displacement or gentrification that result from bond investments.

- I got it!

25. Demographics (up to one page, 4,000 characters)

What are the demographics (e.g. proportion of low income, people of color, and/or communities with limited English proficiency) of the population in the immediate vicinity of your project?

The community members residential and employment developments that this neighborhood park will serve within a half mile or 10-minute walk has not been constructed at this time and residents do not live in this area. Our intent is to obtain parkland while it is still available, with site planning and design to occur in the future after community members occupy residential units and employment development.

Currently the residential development in Basalt Creek includes:

- Plambeck Gardens, Community Partners for Affordable Housing (CPAH) high-density 100% affordable housing 116 multi-family residential units.
- Autumn Sunrise sub division having 400 (320 single family & 80 multi-family) units with medium low residential density.
- Norwood Apartment Complex is proposing 336 one to four bedroom units in high density – high rise zone.

These proposed residential developments within this neighborhood park service area are adjacent (across the street) on approximately 79.5 acres.

Currently, data from the two census blocks which this area falls within shows a population of 3,818 showing 5% Black, 6% Asian, 8% two or more races, %11 Hispanic, and 77% White. With the expectation of 852 new residential housing units including an affordable housing complex, and addition of 1,900 new jobs, we anticipate the demographics to shift.

26. Anti-displacement strategies (up to one page, 4,000 characters)

What anti-displacement strategies does your agency employ/will you consider to mitigate any negative impacts of your project on these at-risk communities?

Development of a natural areas park having passive active recreation facilities and amenities has not been shown to affect housing prices. The residential housing that this neighborhood park is intended to serve will be constructed in the next five years. Adjacent to the park, will be multi family dwelling units (116 affordable housing & 334 apartments). In close proximity are an additional 320 single-family homes with 80 multifamily units. A key part of the community engagement is to ask the community members living in the residential service area determine the park facilities and features they desire, and for the consultants working with them to determine and mitigate any potential gentrification issues.

Technical assistance (Section 11 of the Handbook)

27. Technical assistance (up to one page, 4,000 characters)

What technical support do you anticipate you might need to successfully meet bond requirements?

Metro staff members have provided our team with the majority of the technical support needed for this project. Answers to our questions regarding real property acquisition requirements have been provided. We appreciate that Metro real estate staff have

guided our purchase and sale process. We have also been provided expert guidance on community engagement and have access to the Community Engagement planning guide, which will assist with the future of this project. We do not anticipate the need for future technical support at this time.

Budget [top](#)

Budget *	Local Share funds requested	Leveraged funds	Total Program Budget (Calculated)
Design/Architecture/Engineering			\$ 0.00
Permitting			\$ 0.00
Construction (including materials, equipment, 3rd party labor, etc)			\$ 0.00
Land Acquisition Costs	\$ 1,581,005.00	\$ 550,000.00	\$ 2,131,005.00
Costs associated with land acquisition (including appraisals, due diligence, surveying, etc)			\$ 0.00
"Capped Capital Costs" limited to 10% (local share provider staff time, overhead and indirect costs as defined by the IGA)			\$ 0.00
Contingency			\$ 0.00
Other (if needed, please provide other budget category descriptions below and details in the budget narrative)			\$ 0.00
Title Closing Costs		\$ 80,000.00	\$ 80,000.00
Soft costs (design, technical studies, permitting, etc.)		\$ 1,200.00	\$ 1,200.00
Total	\$ 1,581,005.00	\$ 631,200.00	\$ 2,212,205.00

* See updated leverage amounts from August 2022, outlined in attachment A

Budget Narrative

We have a medium to high confidence in our budget estimate, based on knowledge and projected costs. The budget detail (attached) has an unknown factor due to the appraisal not being completed until April with the results of the appraisal report expected in May. The Purchase and Sale Agreement purchase price is based on the outcome of the appraisal.

Scope and Outcomes [top](#)

Scope of work (See section 9 in Handbook)

#	Schedule	Specific tasks	Responsible party
1.	March 2022	Purchase & Sale Agreement Approval	City Council
2.	April 2022	Property Appraisal & Environment Assessment	City Staff
3.	April 2022	Open Escrow Account with title company	City Staff
4.	May 2022	Results of Appraisal & Assessment	City Staff
5.	June 2022	Final Sale Price Negotiated (based on appraisal)	City Staff
6.	June 2022	Property Purchase Approval (final)	City Council
7.	July 2022	Finalize secured funding (Metro & SDCs)	City Staff
8.	By November 2022	Fund & close escrow	City Staff
9.			

Tracking outcomes

#	GOALS	OUTCOMES	DATA COLLECTION METHOD
1. Overall	The overall success of this project will be tracked by measuring the success of each select criteria noted next in this form.		
2. Selected local share	Engage new residents of the Affordable Housing complex in a meaningful process to	Provides culturally responsive public improvements as	Interviews, Groups, Surveys and

criteria	determine future park design. Please see each additional Local Share criteria goals listed in following boxes.	identified by communities of color.	demographic data collected though engagement process.
3. Meaningful engagement	Provide information in multiple languages and provide outreach/marketing via text message, online, print or other alternate formats	Tualatin Parks and Recreation Department meaningfully engages historically marginalized communities.	Track demographic participation and retention rates
4. Climate resiliency	The City of Tualatin is currently in the process of developing a Climate action plan, therefor we cannot provide outcomes to measure at this time. Once a plan has been adopted, we will have measurable outcomes to support the Cities plan.	In the future, we will Set up various project milestones and track progress. Work to achieve the City Climate Action Plan (CAP) goals when established through current CAP planning process.	Online tracking
5. COBID contract utilization and workforce diversity	This acquisition does not include contract work and therefor this outcome cannot be tracked. The City of Tualatin Parks and Recreation Equality and Inclusion plan calls for strengthening the diversity of our workforce and volunteers by identifying opportunities and organizations to increasing job posting outreach and reducing barriers to the application process.		
6.	Provide adequate park acreage for growing population of the expanding area by acquiring natural parkland within neighborhood service area of Basalt Creek residential developments.	Improve access to nature for local communities identified as "nature-deficient" and provide access to nature, particularly in proximity to neighborhood centers, corridors or transit & trails. Strive to achieve City standard of 13.5 acres per 1,000 residents.	Census Data & Mapping to standards as defined system master plan adopted 2019.
7.	Watershed restoration and stewardship including invasive species removal and native plantings, as well as provide scenic access to Basalt Creek natural area and wetlands.	Protects and improves water quality and quantity, with an emphasis on headwaters, wetlands, floodplains, riparian areas, plus improves access to water with scenic and/or recreational opportunities	Survey, Trail Counter & Track invasive removal & native species planted; volunteer hours, number of volunteers, scope from contracted services.
8.			
9.			
10.			

Document Uploads [top](#)

Documents Requested *

If an engagement plan was developed for this project, please upload.

For capital projects that are not acquisitions, upload project plan/design materials.

If you have prepared a full project budget, please upload.

If you have prepared a detailed scope of work, please upload.

OPTIONAL: If you have additional or supplemental

Required? **Attached Documents ***

[Community Engagement Plan](#)

[Budget](#)

information that falls outside of the standard document request, please upload.

Please attach a project map



[Map](#)

Applicant Follow-up Questions

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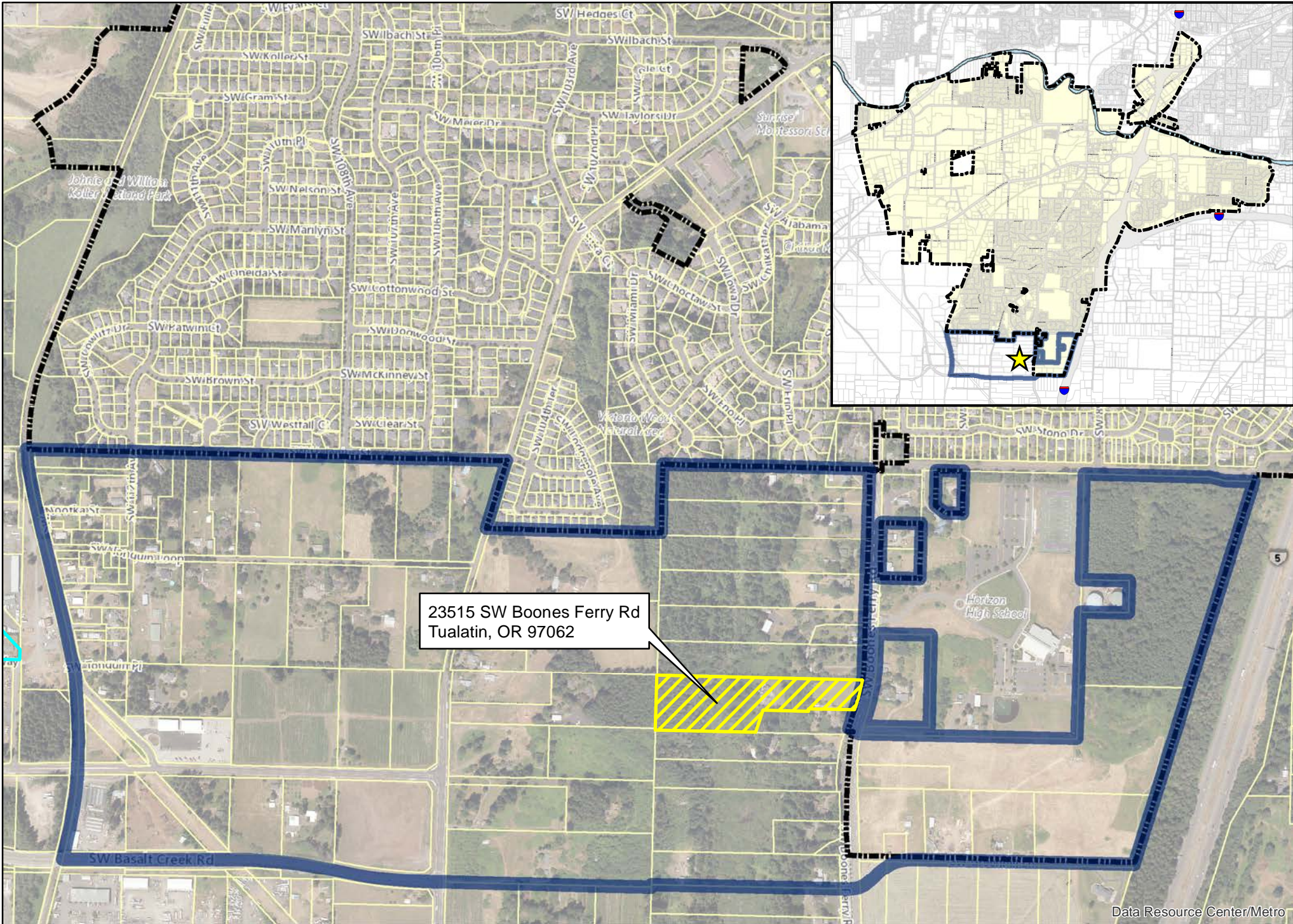
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* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 395487



**Basalt Creek Park Property Acquisition
Alvstad Property**

Budget & Cost Projections

<u>Expense</u>	<u>Cost</u>	<u>Funding</u>	<u>Notes</u>
Aprasial	\$ 8,500	City (Parks SDCs)	onsite @ 3/31/22
Environmental Assessment	\$ 3,500	City (Parks SDCs)	completed 3/29/22
Title Closing Costs	\$ 80,000	City (Parks SDCs)	Est: 4% of purchase price
Property Purchase	\$ 1,933,600	Metro (Local Share) & City (Parks SDCs)	TBD (est 1.7-2.2M)
Total Cost Projection	\$ 2,025,600		

4/11/2022



COMMUNITY ENGAGEMENT PLAN

Basalt Creek Park Community Engagement Plan

Background

Through diverse forms of public engagement, the community identified the need for a neighborhood park, natural area(s) and an interconnecting trail system in Tualatin's Basalt Creek planning and expansion area. This engagement occurred during the system wide parks master plan update in 2018 where 3,000 people participated in over 50 engagement opportunities. Community members determined the following during public engagement for the Parks & Recreation Master Plan:

A new neighborhood park is proposed for the Basalt Creek Concept Plan Area in south Tualatin to serve residents and employees. Prior to acquisition, opportunities should be evaluated to acquire additional land to support community-wide recreation need and protect natural resources in the Basalt Creek Canyon. A park would help address traffic congestion, connect to the local and regional trail system, providing tourism attractions and space for events, group gatherings, as well as other active and passive recreation uses.

- *Acquire 10-20+ acres of park space through an area park planning process.*
- *Acquire additional land for greenways and natural parks to support planned trails connectivity and protect creek canyon habitat and natural resources.*
- *Master plan and develop a park site as a park to meet neighborhood, employee, and community needs.*

The system wide master plan report was adopted by City Council in 2019, and followed by the Basalt Creek area planning for parks and recreation in 2021. The Basalt Creek Parks & Recreation Plan identified high level parks and recreation needs in this expansion area. This plan provided a vision and goals through community engagement (650 people during 20 engagement opportunities) and laid the groundwork to acquire property.

Both the system wide master plan and the Basalt Creek area plan included extensive community engagement, with a focus on outreach to Tualatin's Latin community members.

Online links to planning effort resources and documents can be found at:
Parks & Recreation Master Plan

<https://www.tualatinoregon.gov/recreation/webforms/parks-recreation-master-plan>

Park Site Planning & Design

The following is a proposed plan that is expected to be modified by neighborhood members at the time that the actual planning takes place. This potential plan is contingent upon Metro local share requirements, and development codes (City, State & Clean Water Services) at the time of the park site planning and design to develop the project parameters such as scope, financial parameters, and environmental constraints.

A more specific engagement plan will be finalized by the community once residential developments in Basalt Creek have been constructed and the community members begin to occupy the area. This may take some time and is The City of Tualatin's intent to involve the future residents in determining the engagement process that works best for them. Currently there are plans for three residential developments across the street from the property the City intends to purchase as parkland. These developments include 852 residential units having 2,164 people (532 multi-family units and 320 single family dwellings).

City staff plans to begin the future engagement to plan and design the park by developing relationships and build trust with Plambeck Gardens affordable housing complex residents and staff. Our intent is to listen, learn, understand, and identify barriers and opportunities in order to build neighborhood capacity and empower residents to lead the park design process.

We plan to shift the park planning decision making and oversight to a neighborhood leadership team (task force) with an emphasis on prioritizing BIPOC community members to determine a process of meaningful engagement with an outcome to determine a park design that the neighborhood desires and needs. It is our intent to create, support and facilitate this self-guided leadership task force to determine an approach that works for residents to plan their park.

A combination of engagement strategies and methods may be considered after articulation and neighborhood determination of the purpose of the design process and what it does, as well as agreement upon design process parameters. Depending on the neighborhood leadership/task force direction during the future park planning process, engagement opportunities may include:

- Focus Group Meetings with internal Basalt Creek community members and groups, as well as external organizations and groups.
- Open Houses with onsite walks to discuss the facilities, features and amenities the neighborhood would like to see.
- Virtual Open House to accommodate an online or print interactive engagement process.
- Pop up engagement opportunities at larger community events such as Viva Tualatin, a celebration of Tualatin's diverse art and culture.
- Public surveys opportunities in both print and online available in multiple languages.
- Presentations to organizations, groups, clubs and other connections to the neighborhood.
- Outreach and engagement with schools and youth serving groups to engage youth and teens in the planning process.

Staff plans to provide support, technical tools and resources to ensure a flexible and iterative process.

Notifications and public information will be targeted to community members of color through a variety of methods that may include onsite outreach, print, radio, website, newsletters, social posts, and other opportunities to be determined by the neighborhood leadership group.

The park property site planning may take many months or a year through a design process to be determined by the future residents, and may include:

- Developing multiple conceptual site plans through neighborhood engagement.
- Community engagement to narrow the desired and needed park amenities and features to arrive at the outcome of having a preferred site plan.
- Determining priority implementation steps or phases.

The City understands that examples provided in this Park Site Planning & Design process may not be the direction residents empowered to lead the design process may take, and will fully accommodating and flexible during this iterative design process.

Outcomes & Benefit

At the conclusion of the park planning and design process, empowered residents will be asked to evaluate the engagement process. Some of the benefit and outcomes that maybe expected include:

- Empower historically marginalized neighborhood/community members to lead and teach/support leadership skills.
- Historically underserved community members engaged in the design of their park.
- Neighborhood members communicating and coordination of the neighborhood engagement process.
- All ages, abilities, income levels, races, and preferences working together to planning and design the park.
- Opportunity for neighborhood to experience, influence and be involved in City government.
- Engage neighborhood leaders and members to advocate for implementation (park construction) and project funding.
- Evaluate if intended community engagement goals and objectives were met, and racial equity achieved.

Summary

This engagement plan is intended to be flexible to meet the needs of future residents to design their own engagement process and lead the park design process. We do not intend to predetermine the engagement process, but are committed to the following principals:

- Listen
- Learn/understand context
- Build community relationships
- Identify and understand community barriers
- Identify and build community capacity
- Identify and empower residents to lead design process
- Shift decision making and oversight to resident committee
- Articulate what design process does
- Staff to develop design process parameters
 - Scope
 - Fiscal parameters
 - Environmental constraints
- Ensure flexible and iterative process



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Cody Field, Management Analyst II
Steve Koper, Assistant Community Development Director

DATE: August 22, 2022

SUBJECT:

Climate Friendly and Equitable Communities Status and Next Steps

EXECUTIVE SUMMARY:

On August 11, 2022, City Council convened an executive session to consult with legal counsel and address the question of whether the City of Tualatin should formally join legal action seeking to delay implementation of the Climate Friendly and Equitable Communities (CFEC) rules. CFEC rules were adopted by the Oregon Land Conservation and Development Commission (LCDC) on July 21, 2022 and went into effect on August 12, 2022

The City of Springfield and several other cities (Medford, Happy Valley and Troutdale to date have formally stated their intention to join) plan to file a challenge within the 60 days of the administrative rules' August 12, 2022 effective date. The rules can be challenged under ORS 183.400 under the following three circumstances:

- The rule violates constitutional provisions;
- The rule exceeds the statutory authority of the agency; and
- The rule was adopted without compliance with applicable rulemaking procedures.

Legal counsel has advised that the CFEC rules likely exceed the statutory authority of the Department of Land Conservation and Development (DLCD). Additionally, DLCD did not follow correct procedures in enacting the rules. Specially, the fiscal impact statement provides no reference to actual financial numbers, despite acknowledging that the rules will have a fiscal impact on local governments. It has been estimated that compliance with the rules will result in a fiscal impact in the range of \$5 to \$8 million for each city, according to the League of Oregon Cities.

Absent a delay in the rules' implementation, Tualatin will be required to comply with the following provisions on the below identified dates:

- **Reduced Parking Mandates** (0430 and 0440) go into effect **December 31, 2022**. Tualatin must update its development code by this date or apply the state rules directly:
 - One parking space maximum can be required per unit for new or redeveloped residential developments with more than one unit.
 - No minimum parking can be required for:
 - Facilities and homes designed to serve people with psychosocial, physical, intellectual or developmental disabilities, including but not limited to a: residential care

- facility, residential training facility, residential treatment facility, residential training home, residential treatment home, and conversion facility as defined in ORS 443.400;
 - Childcare facility as defined in ORS 329A.250;
 - Single-room occupancy housing;
 - Residential units smaller than 750 square feet;
 - Affordable housing as defined in OAR 660-039-0010;
 - Publicly supported housing as defined in ORS 456.250
 - Emergency and transitional shelters for people experiencing homelessness; and
 - Domestic violence shelters.
- **Reduced Parking in Climate Friendly Areas and High Transit Corridors** go into effect **June 30, 2023**. Tualatin must update its development code or adopt an alternative parking management approach by this date or apply the state parking maximum rules directly:
 - No minimum parking can be required for any new land use uses or redevelopment within Tualatin's adopted Town Center boundary and within ½ mile of its "high frequency" transit lines; OR selection of an alternative parking management approach.
 - Preferential carpool/vanpool parking; bike parking; transit oriented development; installation of tree canopy or solar panels in parking lots over ¼ acre; and adoption of parking maximums near downtown areas and transit centers.
 - Installation of electric vehicle charging conduit in new private, commercial, mixed-use, and multifamily developments.
- **Transportation System Update Changes** take effect after December 31, 2022. Tualatin's future amendments to its Transportation System Plan (TSP) must identify for development, funding and construction only projects that are listed on its and Metro's financial constrained project (OAR 660-012-0180). Projects, including those that are on Tualatin's existing capital project list, must be re-justified to identify how they reduce per capita vehicle miles travelled (VMT). This may not be possible in some cases, potentially requiring removal of those projects from the financially constrained project list. Developers may construct projects, such as a traffic signal, that are listed on the unconstrained-project list; however, typically those projects built through development receive System Development Charge (SDC) credits to offset the cost of construction. If the project is not listed as constrained, it is unclear whether these projects will continue to be SDC eligible and thus whether they will continue to be built.

In addition to the impacts highlighted above, staff is in the process of reviewing the final rules and communicating with regional partners to identify other potential impacts.

ACTIONS FOR COUNCIL CONSIDERATION:

- Join in the City of Springfield's legal challenge to the CFEC rules and contribute financially.
- Do not join in the legal challenge.
- Consider other strategies for achieving these goals.

FINANCIAL IMPLICATIONS:

The cost of litigation will be divided between the cities participating in the legal challenge. The cost for each city will be based on the size of a city's budget less American Rescue Plan Act (ARPA) funds and any pass-through funding. Tualatin's proportional share will depend on the number of cities that participate in litigation.