



Administration Office
503/645-6433
Fax 503/629-6301

**Board of Directors Regular Meeting
Wednesday, June 12, 2024**

**5:30 pm Executive Session
6:30 pm Regular Meeting**

Location: Tualatin Valley Water District, 1850 SW 170th Avenue, Beaverton, OR

AGENDA

1. Executive Session*
 - A. Land
 - B. Personnel
2. Call Regular Meeting to Order
3. Action Resulting from Executive Session
4. Election of Officers for Fiscal Year 2024/25
5. Proclamations
 - A. [Juneteenth](#)
 - B. [LGBTQIA+ Pride Month](#)
 - C. [Park and Recreation Month \(July\)](#)
6. [Presentation: National Weather Service Storm Ready Recognition](#)
7. [Budget Hearing: Resolution Adopting the Fiscal Year 2024/25 Budget, Levying Taxes, and Making Appropriations](#)
 - A. Open Hearing
 - B. Staff Report
 - C. Public Comment**
 - D. Board Discussion
 - E. Close Hearing
 - F. Board Action
8. Audience Time**
9. Board Time
 - A. Committee Liaisons Updates
10. Consent Agenda***
 - A. [Approve: Minutes of May 8, 2024 Regular Board Meeting](#)
 - B. [Approve: Quarterly Financial Report](#)
 - C. [Approve: Amended Intergovernmental Agreement with Metro for 2019 Parks and Nature Bond Local Share Project at Commonwealth Lake Park](#)
 - D. [Approve: Intergovernmental Agreement with Oregon Parks and Recreation Department for Land and Water Conservation Fund Project at Abbey Creek Park](#)
 - E. [Approve: Resolution Adopting District Investment Policy](#)
 - F. [Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment](#)
 - G. [Award: Howard M. Terpenning Recreation Complex Breezeway Roof Improvements Construction Contract](#)
11. Unfinished Business
 - A. [Update: Howard M. Terpenning Recreation Complex Pickleball Facility](#)
 - B. [Information: General Manager's Report](#)
12. Adjourn

***Executive Session:** Executive Sessions are permitted under the authority of ORS 192.660. Copies of the statute are available at the offices of Tualatin Hills Park & Recreation District.

**** Audience Time / Public Testimony:** Testimony is being accepted for this meeting in-person or virtually via MS Teams.

If you wish to testify in-person during the board meeting, please complete and turn in a testimony card at the meeting. Please wait until you are called upon by the board to speak and then proceed to the public testimony table. Testimony will be taken with a 3-minute time limit during the applicable agenda item, or Audience Time.

If you wish to attend the meeting virtually, or testify virtually, please sign up by emailing boardofdirectors@thprd.org or calling 503-645-6433 **by 12 pm the day of the meeting** with your name and email address (and testimony topic if wishing to provide testimony). You will be provided additional instructions and a link to access the meeting. Testimony will be taken with a 3-minute time limit during the applicable agenda item, or Audience Time.

Testimony regarding work session topics will be taken during Audience Time. At the board's discretion, agenda items may not be considered in the order listed. More information and helpful tips on how to provide testimony can be found at the following link: <https://www.thprd.org/district-information/how-to-give-testimony>

*****Consent Agenda:** Testimony regarding an item on the Consent Agenda will be heard under Audience Time. Consent Agenda items will be approved without discussion unless there is a board member request to discuss a particular Consent Agenda item. The issue separately discussed will be voted on separately.

In compliance with the Americans with Disabilities Act (ADA), this material in an alternate format, or special accommodations for the meeting, will be made available by calling 503-645-6433 at least 48 hours prior to the meeting.



MEMORANDUM

DATE: May 30, 2024
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **Information Regarding the June 12, 2024 Board of Directors Meeting**

Agenda Item #4 – Election of Officers for Fiscal Year 2024/25

Board President Alfredo Moreno will lead the process in the election of officers for fiscal year 2024/25, effective July 1, 2024. Seats to be elected are president, secretary, and secretary pro-tempore.

Agenda Item #5 – Proclamations

A. [Juneteenth](#)

Attached please find a proclamation declaring June 19, 2024 as Juneteenth.

B. [LGBTQIA+ Pride Month](#)

Attached please find a proclamation declaring the month of June as LGBTQ Pride Month.

C. [Park and Recreation Month](#)

Attached please find a proclamation declaring July as Park and Recreation Month.

Agenda Item #6 – [Presentation: National Weather Service StormReady Recognition](#)

Attached please find a memo announcing that representatives from the National Weather Service will be at your meeting to present the district's StormReady signage.

Agenda Item #7 – [Budget Hearing: Resolution Adopting the Fiscal Year 2024/25 Budget, Levying Taxes and Making Appropriations](#)

Enclosed please find a memo outlining the process for the budget hearing to adopt the Fiscal Year 2024/25 Budget.

Action Requested: Board approval of Resolution 2024-09 to adopt the 2024/25 budget, levy ad valorem taxes, and make appropriations.

Agenda Item #10 – Consent Agenda

Attached please find the following consent agenda items for your review and approval:

- A. [Approve: Minutes of May 8, 2024 Regular Board Meeting](#)**
- B. [Approve: Quarterly Financial Report](#)**
- C. [Approve: Amended Intergovernmental Agreement with Metro for 2019 Parks and Nature Bond Local Share Project at Commonwealth Lake Park](#)**
- D. [Approve: Intergovernmental Agreement with Oregon Parks and Recreation Department for Land and Water Conservation Fund Project at Abbey Creek Park](#)**
- E. [Approve: Resolution Adopting District Investment Policy](#)**
- F. [Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment](#)**
- G. [Award: Howard M. Terpenning Recreation Complex Breezeway Roof Improvements Construction Contract](#)**

Agenda Item #11 – Unfinished Business

A. Howard M. Terpenning Recreation Complex Pickleball Facility

Attached please find a memo noting that district staff will provide an update on the proposed pickleball facility to be located at the Howard M. Terpenning Recreation Complex.

B. General Manager's Report

Attached please find the General Manager's Report for the June regular board meeting.



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, that established that all enslaved people in Confederate states in rebellion against the Union “shall be then,...forever free”; and

WHEREAS, the 13th Amendment formally abolished slavery in the entire United States, and was signed by President Lincoln on February 1, 1865, and ratified by a sufficient number of states on December 6, 1865, ensuring that, “Neither slavery nor involuntary servitude,...shall exist within the United States.”; and

WHEREAS, in reality the Emancipation Proclamation did not instantly free any enslaved people, and the proclamation only applied to places under Confederate control and not to slave-holding border states or rebel areas under Union control; and

WHEREAS, Juneteenth, short for “June Nineteenth”, marks the day in 1865 when federal troops arrived in Galveston, Texas, to take control of the state and to ensure that all enslaved people be freed – a full two plus years after the Emancipation Proclamation; and

WHEREAS, in reality the work to abolish slavery took decades and there are documented instances of Black Americans continuing to be enslaved into the 1900’s; and

WHEREAS, a century and half later, June 19th has a special meaning to Black Americans, and is recognized as the oldest nationally celebrated commemoration of the ending of slavery in the U.S.; and

WHEREAS, Juneteenth commemorates freedom for Black Americans; and

WHEREAS, THPRD recognizes that Juneteenth is an important day for Black Americans, and for the nation, and is a part of our history; and

WHEREAS, THPRD recognizes the lasting legacies of systemic racism and oppression and how they are still impacting people’s lives today; and

WHEREAS, the contributions, stories, and experiences of Black Americans are historically marginalized and minimized highlighted by the fact many are unaware the atrocities and lasting legacy of slavery continued for decades after it was outlawed; and

WHEREAS, THPRD respects and acknowledges this day as a reminder of the work that’s been done to tear down systems of oppression, and the reality that it is imperative the work continue because we still have a long way to go; and

WHEREAS, Juneteenth is an occasion to recognize and further disrupt THPRD's role in longstanding systemic racism, to take responsibility in creating a more just, welcoming, and inclusive park district, and to uphold the values of advancing racial equity;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare June 19, 2024 as

Juneteenth

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 12th day of June, 2024.

Alfredo Moreno, President

Barbie Minor, Secretary



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, the Tualatin Hills Park & Recreation District is committed to ensuring all individuals have the opportunity to play, learn, and explore, and are dedicated to diversity, equity, inclusion, and mutual respect for everyone we serve; and

WHEREAS, we believe everyone deserves to be treated with respect and dignity and our community is stronger with the inclusion of lesbian, gay, bisexual, transgender, and queer (LGBTQIA+) community members; and

WHEREAS, THPRD stands with LGBTQIA+ community members and is committed to removing barriers to participation to ensure everyone feels welcome, included, and able to express themselves fully within THPRD parks and services; and

WHEREAS, we are committed to eradicating discrimination and helping bring opportunities for health and wellness, social equity, and access to safe parks and recreation for all;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of June 2024 as

LGBTQIA+ Pride Month

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 12th day of June, 2024.

Alfredo Moreno, President

Barbie Minor, Secretary



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, and voters felt so strongly about the importance of parks and recreation that they voted in 1955 to establish the Tualatin Hills Park & Recreation District to provide dedicated parks and recreation services; and

WHEREAS, our parks and recreation are vitally important to our quality of life, ensuring our health and wellness, and contributing to our economic and environmental well-being; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for people experiencing disabilities, and improve our mental, emotional and physical health; and

WHEREAS, parks and recreation programs are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation programs provide the opportunity to build community and bring our incredibly diverse population together to share experiences, learn from each other, and build cross-cultural connections that strengthen the fabric of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect our natural habitats, improve the quality of the air we breathe, provide vegetative buffers, and preserve the ecological beauty of these areas for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Park and Recreation Month;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of July 2024 as

Park and Recreation Month

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 12th day of June, 2024.

Alfredo Moreno, President

Barbie Minor, Secretary



MEMORANDUM

DATE: May 14, 2024
TO: Doug Menke, General Manager
FROM: Holly Thompson, Communications Director
RE **National Weather Service StormReady Recognition**

Members of the National Weather Service – Portland office, including Lead Meteorologist Chris Burling, Meteorologist-In-Charge Tanja Fransen, and Warning Coordination Meteorologist Treena Johnson, will publicly recognize THPRD’s StormReady status with a short presentation that will include the district’s StormReady signage.

StormReady uses a grassroots approach to help communities develop plans to handle all types of extreme weather – from tornadoes to winter storms. The program encourages communities to take a new, proactive approach to improving local hazardous weather operations by providing emergency managers with clear-cut guidelines on how to improve their hazardous weather operations.



MEMORANDUM

DATE: June 1, 2024
TO: Doug Menke, General Manager
FROM: Jared Isaksen, Finance Director
RE: **Budget Hearing: Resolution Adopting the Fiscal Year 2024/25 Budget, Levying Taxes, and Making Appropriations**

Introduction

Annually the THPRD Board of Directors conducts a public budget hearing and adopts the coming year's district budget.

Background

In accordance with Oregon Local Budget Law, the THPRD Board of Directors must conduct a public budget hearing on the [approved budget](#) prior to adopting the budget for the 2024/25 fiscal year. Also, in accordance with Oregon Local Budget Law, a notice of this hearing and a summary of the approved budget have been published.

Proposal Request

After conducting a budget hearing, the board needs to adopt the budget, levy ad valorem taxes, and make appropriations of the 2024/25 fiscal year budget. The attached resolution takes these actions as required by Oregon Local Budget Law.

Outcomes of Proposal

Adopt the Budget

The budget, as approved by THPRD's Budget Committee, must be adopted by resolution no later than June 30, and needs to state the total amount of all budget requirements. After closing the budget hearing, the board may make limited adjustments to the approved budget prior to adoption, if necessary.

Levy Ad Valorem Taxes

Local governments that use ad valorem property taxes to balance their budgets must declare the tax amount or tax rate by resolution. Property taxes are imposed for the tax year on the assessed value of all taxable property within the park district.

Make Appropriations

The resolution includes a schedule of appropriations, based on the approved budget, which provides THPRD with the legal spending authority for the fiscal year.

Public Engagement

The public has been invited to comment on the proposed budget. None have chosen to provide comment.

Action Requested

Board of directors' approval of Resolution 2024-09 to adopt the 2024/25 budget, levy ad valorem taxes, and make appropriations.

RESOLUTION NO. 2024-09

TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

A RESOLUTION CONSISTENT WITH THE REQUIREMENTS OF ORS 294.456 APPROVING A BUDGET, MAKING APPROPRIATIONS, DETERMINING, MAKING, DECLARING, ITEMIZING AND CATEGORIZING THE AD VALOREM PROPERTY TAX AMOUNTS AND RATES TO BE CERTIFIED TO THE WASHINGTON COUNTY ASSESSOR FOR FISCAL YEAR 2024/25 FOR THE TUALATIN HILLS PARK & RECREATION DISTRICT

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) must, consistent with the requirements of the Oregon Local Budget Law (ORS 294.305 to 294.565) prepare and adopt an annual budget; and

WHEREAS, THPRD has complied with the procedures set out in Oregon’s Local Budget Law for preparing the budget, involving the public, estimating revenues, expenditures and proposed ad valorem property taxes and outlining the programs and services provided by THPRD.

NOW THEREFORE, it is hereby resolved as follows:

Section 1. Budget Approved and Adopted. The THPRD Board of Directors hereby approves and adopts a budget for Fiscal Year 2024/25 in a total amount of \$195,230,910. A copy of the budget will be kept on file in THPRD’s Administration Office and is incorporated by reference herein.

Section 2. Levy of Taxes. The THPRD Board of Directors hereby make the appropriations described in Section #3 below and determine, make and declare the ad valorem property tax amount provided for in the budget at the rate of \$1.3073 per \$1,000 of assessed value (AV), the local option levy tax rate of \$0.50 per \$1,000 of AV and a property tax of \$8,938,911 for bonded debt. Taxes are hereby imposed and categorized for Tax Year 2024/25 upon the assessed value of all taxable property within the boundaries of THPRD. The following allocations and categorization (subject to the limitations of OR. CONST. Article XI, Sec. 11b) make up the levy:

	Subject to the General Government Limitations	Excluded from Limitations
General Fund	\$1.3073 / \$1,000 AV	
General Fund Local Option Levy	\$0.50 / \$1,000 AV	
Bonded Debt Fund		\$8,938,911

Section 3. Fiscal Year 2024/25 Appropriations. The amounts for the fiscal year beginning July 1, 2024 and for the purposes shown below are hereby appropriated as follows:

General Fund

Board of Directors	\$ 545,612
Administration	\$16,390,155
Park Services	\$17,758,818
Recreation Services	\$31,590,947
Capital Outlay	\$11,116,119
Reserve for Future Expenditure	\$ 3,000,000
Contingency	\$ 3,500,000
Ending Fund Balance	<u>\$24,704,802</u>
TOTAL APPROPRIATIONS	<u>\$108,606,453</u>

Bonded Debt Fund

Bond Debt Service Payments	\$ 8,943,050
TOTAL APPROPRIATIONS	<u>\$ 8,943,050</u>

Systems Development Charge Fund

Materials and Services	\$ 100,000
Capital Outlay	<u>\$66,520,632</u>
TOTAL APPROPRIATIONS	<u>\$66,620,632</u>

Maintenance Mitigation Fund

Materials and Services	<u>\$ 209,000</u>
TOTAL APPROPRIATIONS	<u>\$ 209,000</u>

Metro Bond Local Share Capital Fund

Capital Outlay	<u>\$ 8,420,100</u>
TOTAL APPROPRIATIONS	<u>\$ 8,420,100</u>

Bond Capital Projects Fund

Capital Outlay	<u>\$ 2,431,675</u>
TOTAL APPROPRIATIONS	<u>\$ 2,431,675</u>

Section 4. The Budget Officer, Jared Isaksen, is hereby authorized consistent with the terms of ORS 310.060 to certify to the Washington County Clerk and Washington County Assessor the tax levy made by this resolution and shall file with the State Treasurer and

the Division of Audits of the Secretary of State a true copy of the Budget as finally adopted.

Section 5. This resolution takes effect on July 1, 2024.

//
//
//

BOARD OF DIRECTORS APPROVAL: June 12, 2024

Alfredo Moreno
President

Barbie Minor
Secretary

Adoption and date attested by:

Jessica Collins
Recording Secretary



Tualatin Hills Park & Recreation District Minutes of a Regular Meeting of the Board of Directors

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was held on Wednesday, May 8, 2024, at the Tualatin Valley Water District Headquarters, 1850 SW 170th Avenue, Beaverton, Oregon. Executive Session 5:30 pm; Regular Meeting 6:15 pm.

Present:

Alfredo Moreno	President/Director
Barbie Minor	Secretary/Director
Tya Ping	Secretary Pro-Tempore/Director
Felicita Monteblanco	Director
Miles Palacios	Director
Doug Menke	General Manager

Agenda Item #1 – Executive Session (A) Legal (B) Land

President Alfredo Moreno called executive session to order for the following purposes:

- To conduct deliberations with persons designated by the governing body to negotiate real property transactions; and
- To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Executive Session is held under authority of ORS 192.660(2)(e) and (h).

President Moreno noted that the news media and designated staff may attend executive session. Representatives of the news media were directed not to disclose information discussed during executive session. No final action or final decision may be made in executive session.

Agenda Item #2 – Call Regular Meeting to Order

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was called to order by President Alfredo Moreno on Wednesday, May 8, 2024, at 6:15 pm.

Agenda Item #3 – Action Resulting from Executive Session

There was no action resulting from Executive Session.

Agenda Item #4 – Proclamations

C. National Water Safety Month *(taken out of order)*

The board members read into the record a proclamation declaring May as National Water Safety Month.

A. Asian American and Pacific Islander Heritage Month *(taken out of order)*

The board members read into the record a proclamation declaring May as Asian American and Pacific Islander Heritage Month.

B. Jewish American Heritage Month *(taken out of order)*

The board members read into the record a proclamation declaring May as Jewish American Heritage Month.

President Moreno provided comments on the significance of this month's proclamations, including: water safety is one of the most urgent things THPRD does in protecting people of all ages around water and the district's efforts to increase outreach to those who have not been traditionally served due to language barriers or other factors; it is vital to remember that Asian

American and Pacific Islander Heritage Month encapsulates a huge portion of the world, including individual countries and the distinct cultures within; and, in relation to our Jewish community members, that these are heavy and emotional times and he is proud of THPRD for being a place where people can go to decompress and recreate. Additionally, he provided a brief overview of some of the activities and events THPRD is hosting in honor of this month's proclamations.

Agenda Item #5 – Audience Time

President Moreno welcomed those in attendance this evening for the purpose of providing public testimony.

Nancy Chang, 6317 34th Avenue SW, Seattle, Washington, is before the board of directors this evening representing F Minus, a climate action nonprofit that tracks lobbyists who play both sides of the climate crisis. She complimented the district's recently adopted Climate Action Plan and thanked the district for being leaders in this work and helping reach the 2050 Net-Zero Emissions Goals. She knows that the board members care about the climate, and this is why F Minus would like to bring to light the incompatible relationship with the district's current lobbyist, Kylie Grunow, who is also a fossil fuel lobbyist representing British Petroleum (BP). She noted that BP is infamous for their negligence in causing environmental damage and health issues and paid out \$7.8 billion to victims of the 2010 Deepwater Horizon disaster. In June 2023, Oregon fined BP for inaccurately reporting their renewable fuel volume amount and last year Multnomah County opened a lawsuit suing fossil fuel companies, including BP, for \$50 billion for their role in creating a heat dome in the Pacific Northwest. She described a protest held in April at the Portland Art Museum calling on the museum to disassociate from their lobbyist that also represents fossil fuel companies, noting that when prestigious institutions like the Portland Art Museum and THPRD are associated with fossil fuel lobbyists, it upholds the narrative that oil and gas are OK. She asked that the district send a message to the fossil fuel industry and legislators that climate work is not performative and encouraged THPRD to not let gas and oil undermine its commitment to the climate and to cut ties with the district's fossil fuel lobbyist. Informational handouts were provided and entered into the record.

President Moreno thanked Nancy for her testimony this evening.

Agenda Item #6 – Board Time

A. Committee Liaisons Updates

Tya Ping provided the following updates and comments during board time:

- ✓ Attended last month's budget committee work session and expressed gratitude to the budget committee members for their work in reviewing the information provided and to staff for providing such a thorough document. The budget committee's next meeting will be taking place next week.
- ✓ Attended the most recent joint advisory committee meeting, which featured a local option levy update, discussion on proposed names for upcoming new parks and trails, the proposed concept plan for a new neighborhood park and trail at NW Heckman Lane, and the district's recently adopted Climate Action Plan.
- ✓ Has been busy handing out local option levy informational fliers at her family's recreational activities around town.

Felicita Montebianco provided the following updates and comments during board time:

- ✓ Has attended some events to promote the local option levy and has handed out informational fliers as well, noting that most of the conversations have been great.
- ✓ The Fiduciary Committee will be meeting tomorrow.

President Alfredo will be presenting under his THPRD capacity to his daughter's classroom on election day.

Agenda Item #7 – Consent Agenda

Miles Palacios moved that the board of directors approve consent agenda items (A) Minutes of April 10, 2024 Regular Board Meeting, (B) Metro Policy Advisory Committee Representative and Alternate Representative Nominations, (C) Request for Reallocation of Funds Between Projects Within the 2023-24 System Development Charges Fund Budget, and (D) Abbey Creek Phase 2 Construction Contract. Barbie Minor seconded the motion.

Roll call proceeded as follows:

Felicita Monteblanco	Yes
Tya Ping	Yes
Barbie Minor	Yes
Miles Palacios	Yes
Alfredo Moreno	Yes

The motion was **UNANIMOUSLY APPROVED**.

Agenda Item #8 – Unfinished Business

A. General Manager’s Report

General Manager Doug Menke recognized Julie Rocha, Sports & Inclusion director’s, appointment as a mentor in the National Recreation & Parks Association’s Hispanic Professionals in Parks and Recreation mentorship program, one of only 11 mentors in the country. The following presentations were provided as listed within the General Manager’s Report included in the board of directors’ information packet:

- Local Option Levy Update
 - Holly Thompson, Communications director, provided a brief update on the public information and outreach efforts underway for the district’s local option levy that will be before voters later this month on May 21, 2024.
- Aquatic Update
 - Josh Norton, Harman & Sunset Swim Centers supervisor, provided an overview of the district’s aquatic special events and spring programming via a PowerPoint presentation, a copy of which was entered into the record.
- Tualatin Hills Park Foundation Update
 - Gina Lobaco, Tualatin Hills Park Foundation executive director, provided an overview of the history and future goals for the park foundation via a PowerPoint presentation, a copy of which was entered into the record.

Doug and the presenters offered to answer any questions the board may have.

Local Option Levy Update

The board members thanked Holly for her leadership and work on this effort.

President Moreno inquired, beyond tax sensitivity issues, has there been other less than positive feedback received from the public?

- ✓ Holly replied that unfavorable feedback has been primarily fixated on tax sensitivity, but some comments have reflected disappointment that additional funding won’t result in expanded hours or offerings.

Aquatic Update

President Moreno commented on the impressive aquatic events and programming currently being offered by THPRD, especially considering the challenges that were posed to the district’s aquatic programs post-pandemic, and thanked district staff for their diligence and creativity in encouraging people to return to the pools.

Tualatin Hills Park Foundation

Felicita Monteblanco commented regarding the possibilities around workforce investment grants and investing in young people’s ability to work. She loves the ideas around cultivating bequests

as such gifts are typically the largest that someone will ever be able to make and people have such strong connections to the district, but she acknowledges that this type of work takes years.

- ✓ Gina described working in partnership with the Elsie Stuhr Center in the area of bequests and some ideas she has around promoting this area, noting that the chair of the Friends of Elsie Stuhr is going to start attending the foundation meetings to build that connectivity.

President Moreno commented that he is a huge fan of THPF, and is also the board liaison, and that he is excited to see what's next. He described how the symbiotic relationship between THPRD and THPF is increasingly critical, noting that it is important for the board to help create awareness of the work the foundation is doing.

- ✓ Gina requested that the board members pass along any names of people who they think would be interested in hearing about the foundation or are big fans of the district, noting that there is a lot of potential here to do great things.

Alfredo agreed that there are a lot of great stories within the district to share and that the more awareness of these stories and the required investment, the better for the community as a whole.

- ✓ Gina thanked the monthly donors and Legacy Circle members in attendance this evening.

Agenda Item #9 – New Business

A. Resolution Naming New Neighborhood Parks & Trails

Gery Keck, Planning & Development manager, introduced Nicole Paulsen, Planning supervisor, to present an overview of the community outreach conducted and the resulting proposed names for three new parks and three new trails in the South Cooper Mountain area. Staff is requesting board consideration of approval of a resolution this evening naming these sites.

Nicole provided a detailed overview of the proposal to name these six new park and trail sites via a PowerPoint presentation, a copy of which was entered into the record, and which included the following information:

- Process Overview
 - Cultural partners and researchers identify name options
 - Internal Naming Committee matches name options to sites
 - Present names to Management Team for input
 - Present names to community and gather input
 - Present names and input to advisory committee
 - Present all new names to THPRD Board of Directors for final approval
- Names Catalog
 - Create a list of potential site names to better represent communities and histories
 - Intentional outreach to those who helped identify names with a focus on identities and experiences among whom government systems have failed to represent
 - Engagement through in-depth discussions, historic and photographic collections
 - Honor and value diverse experiences and identities
- Consider
 - Pay attention to the feeling each name evokes or inspires
 - The community will be engaged around these names in many ways
 - Names can resonate with community and communities change
- South Cooper Mountain Proposed Park Names
 - Meeting Point Park
 - Sequoia Plaza
 - Harmony Park
- South Cooper Mountain Proposed Trail Names
 - Chahelim Trail
 - Oregon Oak Trail
 - Sandhill Crane Trail

Gery and Nicole offered to answer any questions the board may have.

President Moreno opened the floor to board comments and questions.

Miles Palacios commented that he loves the three proposed trail names as well as that of Sequoia Plaza; however, he expressed concerns regarding the proposed name of Meeting Point Park sounding too generic, noting that similar views were expressed during the recent joint advisory committees meeting during which these names were reviewed. While he loves that the district worked with the Immigrant and Refugee Community Organization (IRCO) in identifying this name, he wondered if they suggested any other names that could be considered for this site.

- ✓ Nicole noted that IRCO had proposed a few different names during the naming catalog development process and described how the names within the catalog are attempted to be matched with sites based on the proposed amenities, qualities and intent of the site. The names Harmony Park and Progress Park were also considered for this site, although those names were not provided by IRCO.

Tya Ping observed that the overall support for the name Meeting Point Park in the public survey was low but acknowledged that there were not many respondents; she described the need to evaluate how to get more public participation if the district will be holding itself to acting on the results of the surveys. Although she likes the name Meeting Point Park more now that she knows the background behind the name, it might be better suited to a larger park site that brings people and different communities together from across the district. Overall, she feels like the district should consider a different name for this site that might get a better response from the public.

Felicita Monteblanco expressed agreement with Tya's comments, noting that she loves the name Meeting Point Park now that she better understands the intentionality behind it, but agrees that it would be a better fit for a larger site or one with site amenities that specifically encourages gatherings and draws people together from different areas.

Barbie Minor expressed agreement with the previous comments, adding that she is excited about the work being done in leaning into storytelling and placemaking for site names. She acknowledged the thoughtfulness and intentionality behind this process and appreciated the opportunity to preview the proposal during the recent joint advisory committees meeting.

President Moreno commented that, while he appreciates the thoughtfulness around the naming catalog and that it is a beautiful starting point for which the board is very proud, their responsibility is to use it as a muse, not as the constitution. He acknowledged that the work of matching appropriate names with places is challenging, and although it's not necessarily a democratic process where the public chooses by popular vote what a name should be, if people aren't excited about a name at all, perhaps we've missed the mark. He noted how interpretive signage and storytelling can bolster a site name and wondered if the term Meeting Point in another language could help it take on a greater sense of belonging for this location. He described the balance of taking into consideration community feedback while not being limited by it and advised that the district continue to lean into the names catalog, but with some flexibility.

Tya requested that consideration also be given to other ways that the public surveys could be offered that enable more flexibility for the board in terms of acting upon the responses, such as by offering multiple names for consideration instead of just one.

- ✓ General Manager Doug Menke described the significant naming process that was undertaken in order to name Mountain View Champions Park, noting that naming a site is a delicate balance in listening to public feedback, consideration of the overall purpose and meaning of the site, and the community it is intended to serve.

Tya agreed, noting that the board had approved all of the names within the names catalog so multiple options could be offered to the public already having a base level of board support.

Felicita asked if the joint advisory committees meeting participants had similar feedback.

- ✓ Barbie confirmed that the board's discussion this evening is representative of what she heard during the joint advisory committees meeting.

Tya Ping moved that the board of directors approve the resolution naming five new park and trail sites as Sequoia Plaza, Harmony Park, Chahelim Trail, Oregon Oak Trail, and Sandhill Crane Trail. Barbie Minor seconded the motion. Roll call proceeded as follows:

Miles Palacios	Yes
Felicita Monteblanco	Yes
Barbie Minor	Yes
Tya Ping	Yes
Alfredo Moreno	Yes

The motion was UNANIMOUSLY APPROVED.

President Moreno inquired what the process will be at this point for the site proposed as Meeting Point Park.

- ✓ General Manager Doug Menke replied that staff will develop a plan to move forward and will return to the board with a new proposal for consideration.

B. New Neighborhood Park & Trail at NW Heckman Lane Concept Plan

Nicole Paulsen, Planning supervisor, presented a detailed overview of the proposed concept plan for a new neighborhood park and trail at NW Heckman Lane, as well as the community outreach in the development of the plan, as included within the board of directors' information packet, via a PowerPoint presentation, a copy of which was entered into the record. The 2.39-acre site is located in North Bethany and the nature-inspired design includes all ages play areas, gathering spaces, shade features including shelter and larger trees, gleaning gardens, fitness opportunities, hard and soft surface pathways, water play, pollinator and education gardens, and wildlife viewing. The trail connection will complete 1,250-feet of paved surface from NW 159th Avenue to NW Kaiser Road in the Bethany Creek Trail community trail system. The budgeted amount for the project is \$3,641,867 and funding was awarded through Metro's 2019 Parks and Nature Bond Measure Local Share Program. Although the estimated construction cost at this time exceeds the total project budget in the concept plan phase, the district has applied for two grants totaling \$1.3 million, and if received, these funds will cover the shortfall. Staff is requesting board consideration of approval of the concept plan as presented this evening.

Miles Palacios expressed support for the concept plan as presented, and particularly likes the educational and gathering components. He is also proud of the work district staff is doing in seeking out grant funding for this project.

Tya Ping inquired whether there are any potential legal consequences in terms of people experiencing allergic reactions from bee stings at the pollinator garden or getting sick from consuming something from the gleaning garden, noting that perhaps appropriate signage could be considered.

- ✓ Nicole replied that she would double check the potential legal liabilities and described staff discussions around pollinator gardens being distanced from play areas and managed appropriately. A volunteer with experience in maintaining orchards maintains the gleaning garden at Recuerdo Park; there may be similar opportunities for partnership at this site.

Tya requested that accessibility and neurodivergent needs be considered when selecting the specific play equipment and site amenities.

Barbie Minor expressed enthusiastic support for the concept plan as presented and the many unique aspects included, adding that it seems to be the culmination of so much of the board's

feedback on other site plans showing up here, from play equipment for different ages, to the pollinator garden, fitness area, gleaning garden, and more.

✓ Tya added that she will continue to advocate for a four-seasons amenity.

Felicita Monteblanco commented that she loves the concept plan as well and expressed agreement with Barbie's comments, noting that this feels like a destination park with unique features and a site shape that presented opportunities and challenges. She thanked Metro for the Local Share Program funding that will be used in bringing this site to fruition.

President Moreno noted that it is great to see the district using a site's topography in terms of seating and hillside slides and thanked district staff for their work on this plan.

Tya described potential conflicts with the play area for children aged 2-5 being located in between the water play area and the play area for children aged 5-12 and suggested that the water play area be located in the middle.

Felicita Monteblanco moved that the board of directors approve the preferred concept plan for the Future Park and Trail at Heckman Lane. Barbie Minor seconded the motion. Roll call proceeded as follows:

Miles Palacios	Yes
Tya Ping	Yes
Felicita Monteblanco	Yes
Barbie Minor	Yes
Alfredo Moreno	Yes

The motion was UNANIMOUSLY APPROVED.

Agenda Item #10 – Adjourn

There being no further business, the meeting was adjourned at 7:55 pm.

Alfredo Moreno, President

Barbie Minor, Secretary

Recording Secretary,
Jessica Collins

Tualatin Hills Park & Recreation District
Quarterly Financial Report
July 1, 2023 – March 31, 2024



Prepared for:
Board of Directors

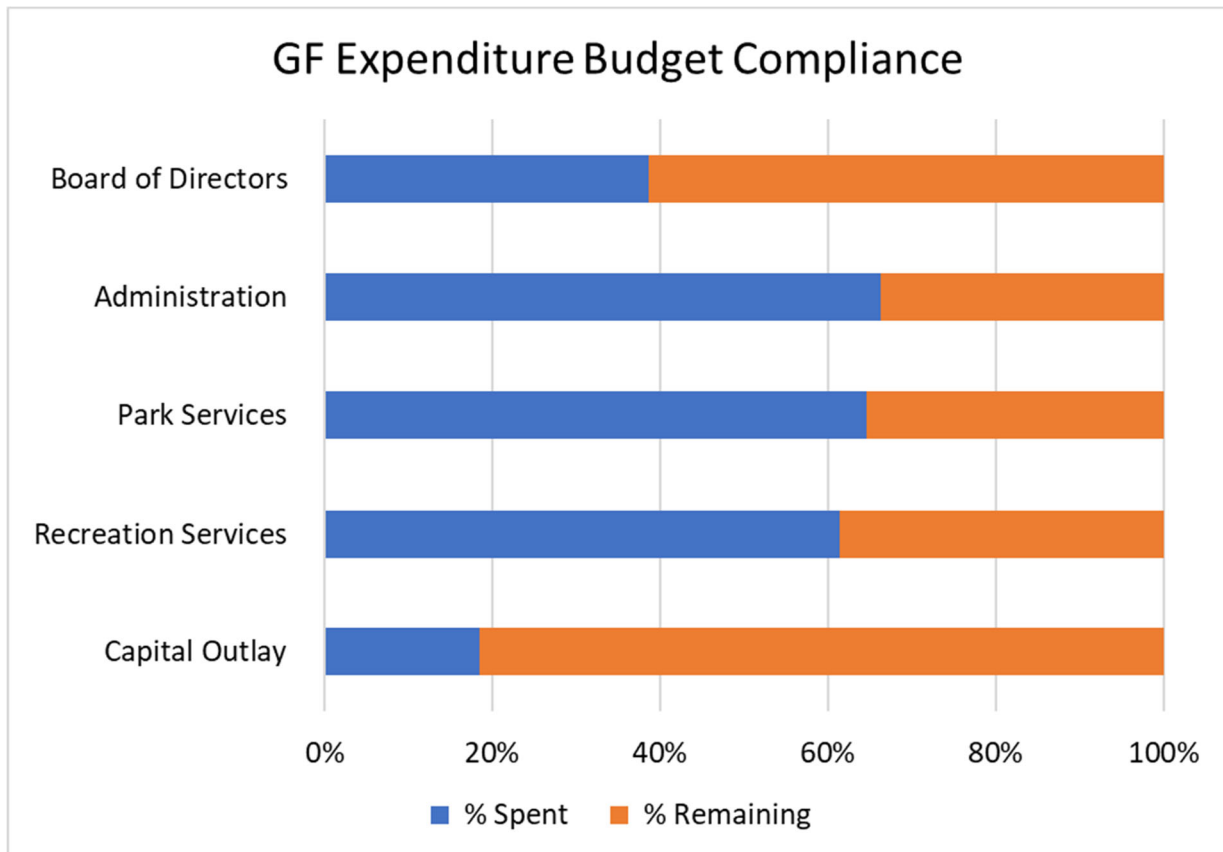
Prepared by:
Jared Isaksen, Finance Director

3rd Quarter of FY2023-24

With 3 quarters of the year gone the district has been conservative in its spending with overall 49% of the budget spent. Excluding capital and contingency/reserves (Operations only) the district has spent 63% of the annual budget. Operations continue to proceed as anticipated and the annual pension contribution was paid in December.

This Quarter in the numbers

- Expended 49% of overall budget
 - Recreation Services – 61%
 - Park Services – 65%
 - Administration – 66%
- Received 82% of estimated revenues
 - Recreation Services – 65%
 - Property Taxes – 99%





Tualatin Hills Park & Recreation District

General Fund Financial Summary

January 2024 - March 2024

	ACTUAL		BUDGET		
	Current Quarter	Year to Date	Year to Date	% YTD Actual to Budget	Full Fiscal Year
Program Resources:					
Aquatic Centers	\$ 694,152	\$ 2,192,518	\$ 2,916,565	75.2%	\$ 3,986,992
Tennis Center	342,253	976,532	1,062,578	91.9%	1,240,987
Recreation Centers	841,466	3,092,831	3,913,729	79.0%	4,805,749
Sports & Inclusion Services	663,433	2,745,481	2,760,123	99.5%	3,796,314
Total Program Resources	2,541,305	9,007,362	10,652,995	84.6%	13,830,042
Other Resources:					
Property Taxes	1,501,259	39,020,663	38,150,372	102.3%	39,194,636
Interest Income	441,857	1,020,868	103,922	982.3%	150,000
Facility Rentals/Sponsorships	108,110	501,345	467,316	107.3%	540,000
Grants	424,147	749,673	1,892,128	39.6%	7,296,603
Miscellaneous Income	140,204	354,411	423,750	83.6%	513,300
Total Other Resources	2,615,577	41,646,959	41,037,489	101.5%	47,694,539
Total Resources	\$ 5,156,874	\$ 50,654,321	\$ 51,690,484	98.0%	\$ 61,524,581
Program Expenditures:					
Recreation Administration	308,468	1,122,575	1,076,949	104.2%	1,360,936
Aquatic Centers	1,310,333	4,552,399	5,861,184	77.7%	7,731,429
Tennis Center	297,317	941,240	992,881	94.8%	1,318,854
Recreation Centers	1,914,396	7,064,610	8,711,924	81.1%	11,634,130
Sports & Inclusion Services	1,253,798	4,509,001	5,610,740	80.4%	7,573,987
Total Program Related Expenditures	5,084,311	18,189,825	22,253,677	81.7%	29,619,336
General Government Expenditures:					
Board of Directors	37,325	181,829	216,091	84.1%	470,393
Administration	2,764,075	9,532,994	10,630,120	89.7%	14,374,676
Park Services	2,827,845	10,560,977	12,247,269	86.2%	16,366,624
Capital Outlay	1,162,389	2,412,925	7,105,111	34.0%	13,038,873
Contingency/Capital Replacement Reserve/Transfer Out	-	-	-	0.0%	9,154,679
Total Other Expenditures:	6,791,634	22,688,724	30,198,591	75.1%	53,405,245
Total Expenditures	\$ 11,875,944	\$ 40,878,549	\$ 52,452,268	77.9%	\$ 83,024,581
Revenues over (under) Expenditures	\$ (6,719,070)	\$ 9,775,772	\$ (761,784)	-1283.3%	\$ (21,500,000)
Beginning Cash on Hand	-	29,650,722	21,500,000	137.9%	21,500,000
Ending Cash on Hand	\$ -	\$ 39,426,494	\$ 20,738,216	137.9%	\$ -

3rd Quarter Grant Update

FY24 - Q3 (January 1 - March 31)

Date generated:

4/17/2024

Funder Project Name	Grant Awards to March 31	Revenue in Adopted FY24 Budget	Grant Revenue Received to March 31	Estimated Total FY 23/24	NOTES:
Completed Projects					
Operational Projects					
Autzen Foundation (THPF Applied) <i>Splash for Life</i>	\$ 11,500	\$ -	\$ 11,500	\$ 11,500	Project completed, grant closed out in October 2023.
Jackson Foundation (THPF Applied) <i>Splash for Life</i>	2,500	-	2,500	2,500	Project completed, grant closed out in October 2023.
Juan Young Trust (THPF Applied) <i>Art in the Park</i>	15,000	-	15,000	15,000	Project completed, grant closed out in October 2023.
Marie Lamfrom Charitable Foundation (THPF Applied) <i>Splash for Life</i>	22,500	-	22,500	22,500	Project completed, grant closed out in February 2024.
Metro -Nature in Neighborhoods <i>NEWT</i>	90,795	-	90,795	90,795	Project completed, grant closed out in December 2023.
Multonmah Athletic Foundation (THPF Applied) <i>Splash for Life</i>	5,000	-	5,000	5,000	Project completed, grant closed out.
USA Swimming Foundation <i>Adult Learn to Swim</i>	4,000	-	4,000	4,000	Budgeted and completed in FY23 - payment received July 2023. Grant closed out.
ODE, YDD - Future Ready <i>Diversify and NEWT Programs</i>	150,000	-	46,285	46,285	Budgeted and completed in FY23 - payment received Sept 2023. Grant closed out.
Subtotal Completed Operational Projects	\$ 301,295	\$ -	\$ 197,580	\$ 197,580	
Capital Projects					
PGE Drive Change Fund <i>Electric Vehicle Charging Stations and Electric Vehicles</i>	\$ 126,378	\$ 126,378	\$ 126,378	\$ 126,378	Project completed, grant closed out in October 2023.
Oregon Parks & Recreation Department <i>JQAY House</i>	17,310	-	15,675	15,675	Shown in mid-year FY24 budget. Project completed, grant closed out in November 2023.
Clean Water Services <i>Raleigh Park Stream Enhancements</i>	70,000	-	20,000	20,000	Final reimbursement request made March 2023 - payment received Sept. 2023. Grant closed out.
Subtotal Completed Capital Projects	\$ 213,688	\$ 126,378	\$ 162,053	\$ 162,053	
Ongoing Projects					
Operational Projects					
National Recreation and Park Association <i>THRIVE @ Garden Home Chehalem Site</i>	\$ 50,000	\$ 50,000	\$ 4,161	\$ 2,293	Shown in mid-year FY24 budget.
Nike Community Impact Fund (THPF Applied) <i>Splash for Life</i>	10,000	-	10,000	10,000	Project completed, grant to close out after submission of final report due May 2024.
ODE, YDD - Youth Solutions <i>Diverse Youth Experiences in Parks and Recreation</i>	91,926	-	-	15,321	IGA executed February 2024.
Tualatin Soil & Water Conservation District <i>2024-2026 NEWT</i>	20,000	-	-	10,000	IGA executed December 2023.
Subtotal Ongoing Operational Projects	\$ 171,926	\$ 50,000	\$ 14,161	\$ 37,614	
Capital Projects					
Tualatin Soil & Water Conservation District <i>Raleigh Park Stream Enhancements</i>	\$ 98,423	\$ 98,423	\$ -	\$ -	
State of Oregon DAS - ARPA <i>Permanent Public Restrooms</i>	500,000	487,224	-	487,224	
Metro - Local Share <i>Willow Creek Greenway Boardwalk Replacement</i>	1,713,500	1,713,500	-	127,002	
Metro - Local Share <i>Heckman Lane Park & Trail</i>	3,641,867	3,641,867	-	-	
Metro - Local Share <i>Accessible Play Structures</i>	942,512	942,512	-	-	FY24 Budget shows \$1,048,261 however IGA shows \$942,512.
Oregon Parks & Recreation Department <i>Abbey Creek Park Phase II</i>	617,000	-	-	-	Shown in mid-year FY24 budget. Awarded but waiting for IGA to be executed.
State of Oregon Lottery Proceeds <i>Fanno Creek Regional Trail Improvements</i>	2,145,358	2,145,358	-	-	
Oregon Parks & Recreation Department <i>Vine Maple Trail</i>	72,000	-	-	-	Shown in mid-year FY24 budget. IGA executed in January 2024.
MSTIP Opportunity Funds <i>Westside Trail Bridge - Design & Engineering</i>	600,000	600,000	-	-	

Funder Project Name	Grant Awards to March 31	Revenue in Adopted FY24 Budget	Grant Revenue Received to March 31	Estimated Total FY 23/24	NOTES:
Metro - Local Share <i>Westside Trail Bridge - Design & Engineering</i>	1,913,528	1,913,528	-	-	Received notice of award in March 2024. Waiting for IGA to be executed.
Congressional Community Project <i>Community Shelters and Emergency Operations</i>	946,956	-	-	-	
Subtotal Ongoing Capital Projects	\$ 13,191,144	\$ 11,542,412	\$ -	\$ 614,226	
Federally Funded Grants					
Capital Projects					
Washington County - ARPA <i>Permanent Public Restrooms</i>	\$ 1,400,000	\$ 1,308,098	\$ 57,104	\$ 1,308,098	
Local Government Grant Program <i>La Raiz - Engineering and Construction (SDC Baker Loop)</i>	750,000	750,000	365,416	384,585	
Subtotal Federally Funded Capital Projects	\$ 2,150,000	\$ 2,058,098	\$ 422,520	\$ 1,692,683	
Grant Projects with a District Match					
Metro - Regional Flexible Funds <i>Beaverton Creek Trail-Crescent Connection</i>	\$ 800,000	\$ -	\$ -	\$ -	Grant passed on to ODOT for project, District to provide match.
Metro - Regional Flexible Funds <i>Beaverton Creek Trail Construction</i>	2,055,647	-	-	-	Grant passed on to ODOT for project, District to provide match.
ODOT, Oregon Community Paths <i>WST 14-18 Preferred Alignment</i>	572,447	-	-	-	Grant passed on to ODOT for project, District to provide match.
Metro - Regional Flexible Funds <i>Beaverton Creek Trail-WST to Hocken</i>	3,693,212	-	-	-	Grant passed on to ODOT for project, District to provide match.
Subtotal Grant Projects with a District Match	\$ 7,121,306	\$ -	\$ -	\$ -	
TOTAL GRANTS	\$ 23,149,359	\$ 13,776,888	\$ 796,315	\$ 2,704,156	

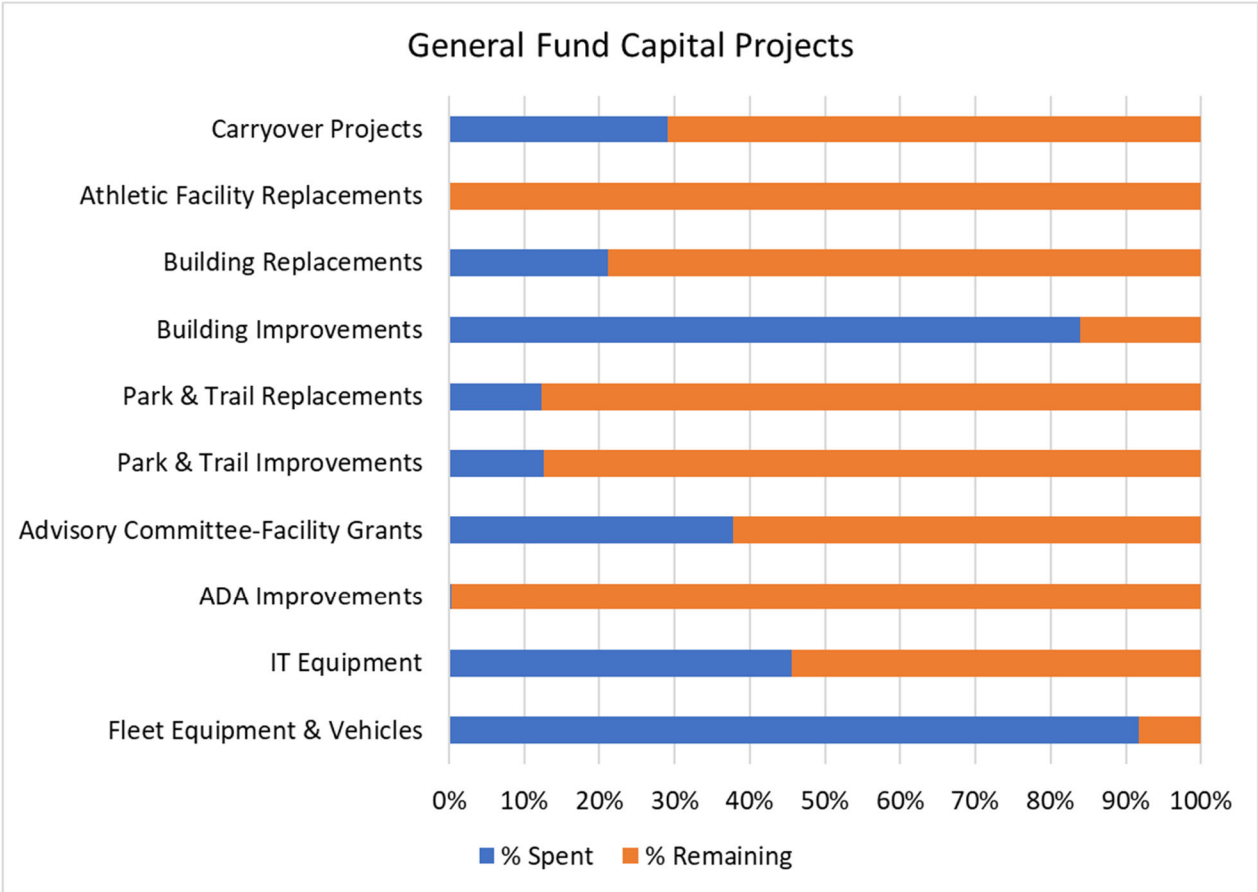
Staff in the Numbers for the 3rd Quarter

<u>Full-Time Staff</u>	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>
Positions filled	195	199	201
Positions budgeted	207	207	207
Vacancy rate	6%	4%	3%
Positions hired	8	8	3
Internal hires:			
Previous full-time	2	3	1
Previous part-time	1	1	0
Previous temp.	1	0	0
Active recruitments @ end of quarter	4	1	6

**WE'RE
HIRING!**

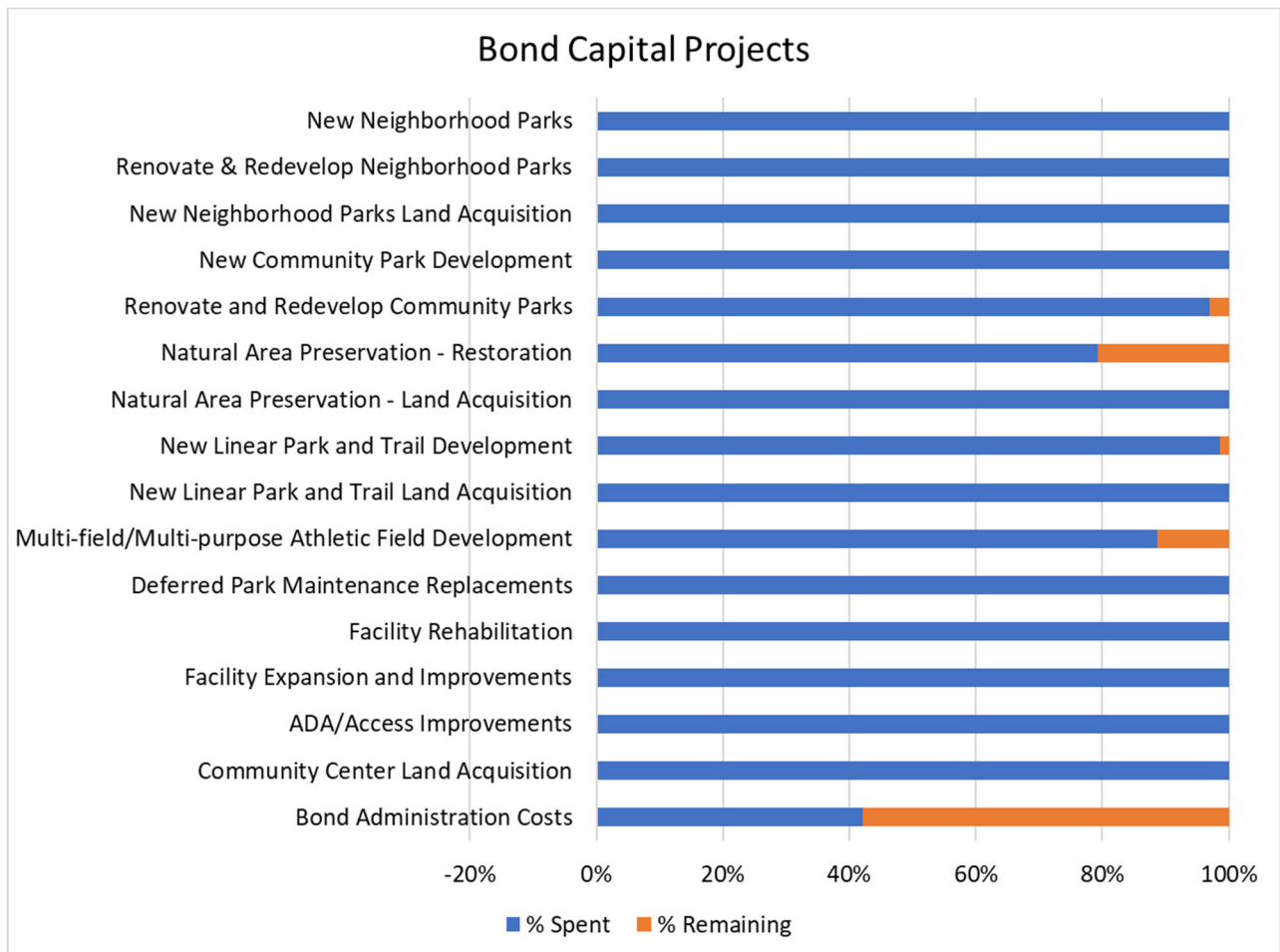
Quarterly General Fund Capital Report

- Tyler Enterprise (financial software replacement) project continues to progress on schedule for the current phase of the project. Next modules going live July 1, 2024.
- We have completed the purchase of an electric utility equipment, a full-size van, a Safety Services vehicle, and other equipment
- Work is underway for:
 - Garden Home Rec Center roof replacement
 - La Raiz neighborhood park at Lombard and Baker
 - Resurfacing tennis courts
 - Permanent restroom project
 - Fanno Creek Trail improvements

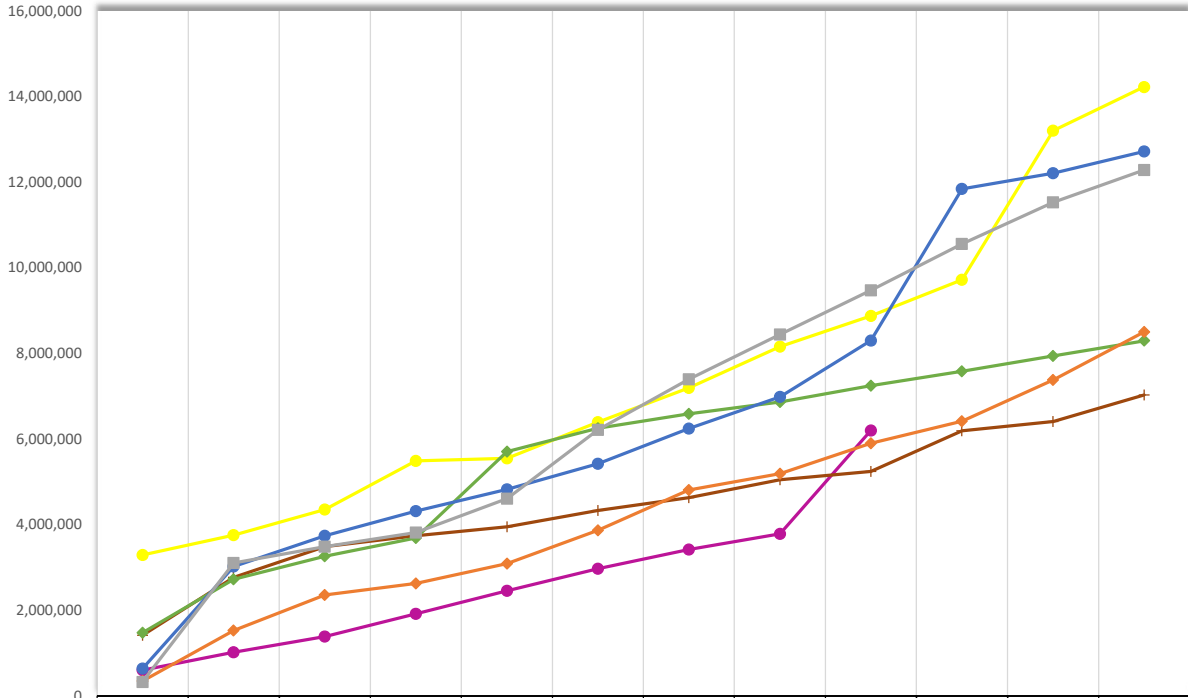


Quarterly Bond Capital Fund Report

- Remaining amounts (expressed in \$ thousands):
 - Renovate and Redevelop Community Parks - \$326k
 - Natural Area Preservation – Restoration - \$780k
 - New Linear Park & Trail Development - \$52k
 - Multi-field/Multi-purpose Athletic Field Dev. - \$480k
 - Bond Administration Costs - \$285k

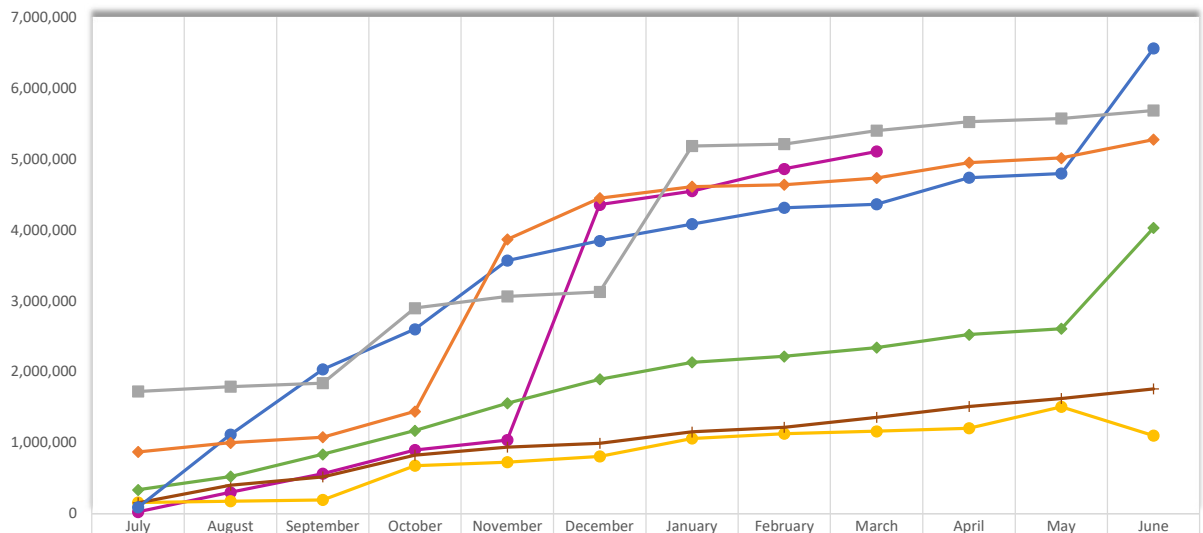


SDC NET RECEIPTS



	July	August	September	October	November	December	January	February	March	April	May	June
2023/24	596,335	1,016,534	1,386,031	1,912,713	2,453,839	2,969,997	3,415,551	3,782,635	6,195,262			
2022/23	3,286,080	3,755,644	4,352,177	5,483,095	5,544,375	6,389,201	7,190,405	8,160,139	8,873,044	9,720,151	13,202,647	14,225,114
2021/22	1,411,759	2,764,286	3,488,116	3,740,257	3,947,333	4,331,144	4,624,587	5,045,186	5,240,197	6,188,607	6,407,442	7,024,475
2020/21	1,474,029	2,722,280	3,260,794	3,686,034	5,704,359	6,244,594	6,586,554	6,863,509	7,242,545	7,585,365	7,941,664	8,295,053
2019/20	638,062	3,022,394	3,733,680	4,316,119	4,822,899	5,422,459	6,239,824	6,982,430	8,296,568	11,843,150	12,208,515	12,716,582
2018/19	342,858	1,526,692	2,350,386	2,629,308	3,092,119	3,868,051	4,809,035	5,188,855	5,895,483	6,416,413	7,378,531	8,500,335
2017/18	326,031	3,101,921	3,483,829	3,811,088	4,606,202	6,214,455	7,389,329	8,435,744	9,474,756	10,559,729	11,531,646	12,287,676

SDC EXPENDITURES



	July	August	September	October	November	December	January	February	March	April	May	June
2023/24	25,378	301,962	565,810	898,784	1,040,614	4,354,569	4,546,611	4,861,796	5,106,938			
2022/23	159,301	176,851	197,429	677,357	725,445	806,580	1,061,705	1,128,381	1,162,551	1,204,472	1,505,691	1,102,154
2021/22	152,827	403,143	519,003	825,806	939,875	994,203	1,153,184	1,218,951	1,358,790	1,511,047	1,626,926	1,761,170
2020/21	336,745	523,316	836,028	1,170,934	1,557,126	1,895,527	2,135,489	2,216,234	2,340,813	2,524,848	2,606,885	4,026,474
2019/20	90,850	1,117,938	2,033,035	2,599,511	3,566,694	3,844,435	4,082,474	4,311,955	4,361,775	4,734,014	4,796,361	6,552,239
2018/19	872,928	999,047	1,078,920	1,442,729	3,867,881	4,445,802	4,609,342	4,637,284	4,731,854	4,950,818	5,014,841	5,270,778
2017/18	1,724,189	1,789,956	1,841,475	2,898,204	3,062,924	3,123,925	5,183,213	5,210,292	5,399,850	5,524,037	5,573,045	5,683,260

Accounts Payable
Checks > \$10,000
Summary by Check Number
January 2024 - March 2024

<u>Check #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
319475	100191	KAISER FOUNDATION HEALTH PLAN	1/3/2024	253,809.52
319476	100509	MODA HEALTH PLAN INC	1/3/2024	28,617.27
319477	100284	UNUM LIFE INSURANCE COMPANY OF AMERICA	1/3/2024	13,179.93
1/3/2024 Total				\$ 295,606.72
319487	100637	OREGON HEATING & AIR CONDITIONING LLC	1/4/2024	18,025.00
4	100211	NORTHWEST NATURAL GAS COMPANY	1/4/2024	54,446.83
5	100235	PORTLAND GENERAL ELECTRIC	1/4/2024	58,321.00
6	100576	BANK OF AMERICA - HSA FOR LIFE	1/4/2024	70,400.00
1/4/2024 Total				\$ 201,192.83
319495	100639	JAMES D. BARTMAN	1/10/2024	27,000.00
319518	100363	PROVIDENCE HEALTH & SERVICES OREGON	1/10/2024	14,407.80
319524	100280	TUALATIN VALLEY WATER DISTRICT	1/10/2024	14,748.82
7	100492	AKS ENGINEERING & FORESTRY LLC	1/10/2024	18,497.70
1/10/2024 Total				\$ 74,654.32
22	100492	AKS ENGINEERING & FORESTRY LLC	1/12/2024	34,264.70
23	100292	ENVIRONMENTAL SCIENCE ASSOCIATES CORP	1/12/2024	10,459.78
26	100211	NORTHWEST NATURAL GAS COMPANY	1/12/2024	12,375.18
28	100235	PORTLAND GENERAL ELECTRIC	1/12/2024	12,351.47
319532	100285	US BANK FBO: THPRD RETIREMENT PLAN	1/12/2024	12,323.03
1/12/2024 Total				\$ 81,774.16
30	100578	MISSIONSQUARE RETIREMENT	1/17/2024	28,349.48
31	100578	MISSIONSQUARE RETIREMENT	1/17/2024	30,989.70
1/17/2024 Total				\$ 59,339.18
37	100198	LITHTEX INC	1/18/2024	21,640.79
39	100467	PAUL BROTHERS INC	1/18/2024	133,305.71
1/18/2024 Total				\$ 154,946.50
319566	100608	GARLAND / DBS INC	1/24/2024	43,918.40
319624	100261	ROMTEC INC	1/24/2024	58,935.24
49	100157	DELL MARKETING L P	1/24/2024	11,276.72
52	100574	TYLER TECHNOLOGIES INC	1/24/2024	20,600.00
1/24/2024 Total				\$ 134,730.36
319652	100285	US BANK FBO: THPRD RETIREMENT PLAN	1/25/2024	12,302.46
56	100578	MISSIONSQUARE RETIREMENT	1/25/2024	27,561.71
57	100578	MISSIONSQUARE RETIREMENT	1/25/2024	30,673.69
1/25/2024 Total				\$ 70,537.86
319653	100515	BROWN & BROWN NORTHWEST	1/31/2024	86,563.85
319664	100632	LEE CONTRACTORS LLC	1/31/2024	151,392.75
319674	100266	SPECIAL DISTRICTS ASSOCIATION OF OREGON	1/31/2024	202,817.00
61	100528	ROSS D FILLEY	1/31/2024	12,900.00

Accounts Payable
Checks > \$10,000
Summary by Check Number
January 2024 - March 2024

<u>Check #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
64	100211	NORTHWEST NATURAL GAS COMPANY	1/31/2024	10,130.31
65	100555	PORTLAND ENERGY BASKETBALL LLC	1/31/2024	13,800.00
66	100235	PORTLAND GENERAL ELECTRIC	1/31/2024	37,770.15
1/31/2024 Total				\$ 515,374.06
319681	100191	KAISER FOUNDATION HEALTH PLAN	2/1/2024	251,283.72
319682	100509	MODA HEALTH PLAN INC	2/1/2024	28,677.72
319683	100284	UNUM LIFE INSURANCE COMPANY OF AMERICA	2/1/2024	11,818.29
2/1/2024 Total				\$ 291,779.73
69	100492	AKS ENGINEERING & FORESTRY LLC	2/7/2024	69,386.89
72	100211	NORTHWEST NATURAL GAS COMPANY	2/7/2024	66,930.18
73	100235	PORTLAND GENERAL ELECTRIC	2/7/2024	36,366.20
2/7/2024 Total				\$ 172,683.27
319689	100285	US BANK FBO: THPRD RETIREMENT PLAN	2/8/2024	12,246.59
319716	100477	LANGO HANSEN LANDSCAPE ARCHITECTS PC	2/8/2024	10,552.05
319717	100632	LEE CONTRACTORS LLC	2/8/2024	49,875.00
319731	100261	ROMTEC INC	2/8/2024	63,222.97
319734	100521	WASHINGTON FEDERAL NA	2/8/2024	19,044.69
82	100578	MISSIONSQUARE RETIREMENT	2/8/2024	27,786.83
83	100578	MISSIONSQUARE RETIREMENT	2/8/2024	30,874.50
2/8/2024 Total				\$ 213,602.63
319737	100546	AVERTIUM LLC	2/14/2024	13,233.68
319744	100453	EASTSIDE PAVING INC	2/14/2024	22,850.00
93	100142	CDW GOVERNMENT INC	2/14/2024	38,146.41
2/14/2024 Total				\$ 74,230.09
104	100347	NW OFFICE INTERIORS INC	2/21/2024	70,464.37
105	100467	PAUL BROTHERS INC	2/21/2024	219,213.55
319780	100533	F & F FARM AND REFORESTATION LLC	2/21/2024	27,300.00
319789	100623	STRATEGIES 360 INC	2/21/2024	20,000.00
2/21/2024 Total				\$ 336,977.92
113	100578	MISSIONSQUARE RETIREMENT	2/22/2024	27,693.68
114	100578	MISSIONSQUARE RETIREMENT	2/22/2024	30,793.14
319795	100285	US BANK FBO: THPRD RETIREMENT PLAN	2/22/2024	12,301.05
2/22/2024 Total				\$ 70,787.87
319799	100604	THE F.A. BARTLETT TREE EXPERT COMPANY	2/28/2024	18,104.00
319810	100627	CHRISTOPHER JABLONSKI	2/28/2024	16,250.00
319828	100235	PORTLAND GENERAL ELECTRIC	2/28/2024	10,013.24
319833	100261	ROMTEC INC	2/28/2024	225,862.29
2/28/2024 Total				\$ 270,229.53

Accounts Payable
Checks > \$10,000
Summary by Check Number
January 2024 - March 2024

<u>Check #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
319843	100191	KAISER FOUNDATION HEALTH PLAN	3/1/2024	254,744.03
319844	100509	MODA HEALTH PLAN INC	3/1/2024	28,709.20
319845	100284	UNUM LIFE INSURANCE COMPANY OF AMERICA	3/1/2024	12,894.84
3/1/2024 Total				\$ 296,348.07
130	100492	AKS ENGINEERING & FORESTRY LLC	3/6/2024	21,360.85
138	100211	NORTHWEST NATURAL GAS COMPANY	3/6/2024	40,515.48
140	100235	PORTLAND GENERAL ELECTRIC	3/6/2024	60,062.48
319855	100632	LEE CONTRACTORS LLC	3/6/2024	82,650.00
319857	100340	NORTHSIDE FORD TRUCK SALES INC	3/6/2024	30,436.71
319859	100826	PACIFIC FITNESS PRODUCTS LLC	3/6/2024	19,957.12
3/6/2024 Total				\$ 254,982.64
149	100578	MISSIONSQUARE RETIREMENT	3/7/2024	27,729.40
150	100578	MISSIONSQUARE RETIREMENT	3/7/2024	30,671.45
319868	100285	US BANK FBO: THPRD RETIREMENT PLAN	3/7/2024	12,333.50
3/7/2024 Total				\$ 70,734.35
162	100467	PAUL BROTHERS INC	3/13/2024	211,153.49
164	100235	PORTLAND GENERAL ELECTRIC	3/13/2024	13,743.37
168	100316	SIGNATURE GRAPHICS	3/13/2024	21,739.31
170	100516	STEP FORWARD ACTIVITIES INC	3/13/2024	13,879.80
319902	100337	CITY OF HILLSBORO	3/13/2024	22,978.55
3/13/2024 Total				\$ 283,494.52
319939	100604	THE F.A. BARTLETT TREE EXPERT COMPANY	3/20/2024	22,536.00
319943	100534	NOW NERD CORPORATION	3/20/2024	11,700.00
319944	100533	F & F FARM AND REFORESTATION LLC	3/20/2024	19,968.00
3/20/2024 Total				\$ 54,204.00
319971	100285	US BANK FBO: THPRD RETIREMENT PLAN	3/21/2024	12,321.46
3/21/2024 Total				\$ 12,321.46
187	100578	MISSIONSQUARE RETIREMENT	3/25/2024	27,762.29
188	100578	MISSIONSQUARE RETIREMENT	3/25/2024	30,220.59
3/25/2024 Total				\$ 57,982.88
189	100492	AKS ENGINEERING & FORESTRY LLC	3/27/2024	44,047.46
193	100342	PACIFIC SPORTS TURF INC	3/27/2024	15,369.00
194	100235	PORTLAND GENERAL ELECTRIC	3/27/2024	35,904.82
3/27/2024 Total				\$ 95,321.28
GRAND TOTAL				\$ 4,143,836.23



MEMORANDUM

DATE: May 21, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Amended Intergovernmental Agreement with Metro for 2019 Parks and Nature Bond Local Share Project at Commonwealth Lake Park**

Introduction

Staff are seeking board of directors' authorization for the general manager or designee to execute an amendment to THPRD's current intergovernmental agreement (IGA) with Metro to fund design and construction of the Commonwealth Bridge & Weir Replacement project from THPRD's approved project list through the 2019 Parks and Nature Bond Local Share program. The proposed amendment is provided as Attachment 1 with excerpts from the current IGA relevant to the proposed amendment provided as Attachment 2 to this memo.

Background

In November of 2019, voters within the Portland Metro area approved a \$475 million Parks and Nature bond – Measure No. 26-203 – (the “bond”) funding six programs designed to protect clean water, restore fish and wildlife habitat, and create opportunities to connect people with nature close to home. The bond allocated \$92 million to create a program to “support local projects” (Local Share) of the region's 27 eligible park providers. Of that \$92 million, \$8,628,870 was allocated to qualified THPRD projects.

Prior to applying for Local Share funding, the governing body of each local park provider was required to approve a list of desired Local Share projects. At the April 14, 2020 THPRD Board of Directors meeting, board members reviewed and expressed support for an initial list of eight projects identified by staff for Local Share funding and on September 8, 2021 board members approved a project list containing four projects for THPRD's Local Share funding. These four projects would allocate \$7,565,195.99 of THPRD's \$8,628,870 total Local Share dollars.

Since THPRD's project list was approved, staff have worked internally and in partnership with Metro staff to submit three of the four projects. In April 2022, Metro staff recommended the following three project applications for funding:

- NW 159th Ave & Heckman Lane New Neighborhood Park and Community Trail (Heckman Lane Park and Trail) - \$3,641,867
- Willow Creek Greenway Boardwalk Replacement - \$1,713,500
- Accessible Play Structure Redevelopment at Bonny Slope and Rock Creek parks (Accessible Play Structures) - \$942,512

In June 2022, the board of directors approved THPRD entering into an IGA with Metro funding the three approved Local Share Projects. This IGA was later executed by Metro on July 22, 2022.

Since executing this IGA, THPRD has worked to develop a funding application for the Commonwealth Bridge & Weir Replacement project, the fourth project on THPRD's project list. In April 2024, THPRD staff submitted the Commonwealth Bridge & Weir Replacement project application requesting \$1,267,316.99 in Local Share funds. In May 2024, Metro staff

recommended the project for Local Share Funding. The IGA amendment does not change the terms of THPRD's current Local Share IGA with Metro and has been reviewed and approved by THPRD staff. Staff are requesting the board of directors approve the IGA amendment so that staff may work to execute an amended agreement with Metro.

Proposal Request

Staff are requesting board of director's approval for the IGA amendment with Metro (Attachment 1) funding design and construction of the Commonwealth Bridge & Weir Replacement project using THPRD's Local Share funding allocation within the 2019 Parks and Nature Bond.

Outcomes of Proposal

THPRD will work with Metro staff to execute an IGA amendment valued at \$1,267,316.99 to fund design and construction of the Commonwealth Bridge & Weir Replacement project. Approval of this IGA amendment would allocate \$7,565,195.99 of THPRD's \$8,628,870 Local Share funding allocation from the 2019 Parks and Nature Bond.

THPRD will also leverage Local Share program funding for this project to help secure an Oregon Parks and Recreation Department (OPRD) Land and Water Conservation Fund (LWCF) grant request totaling \$449,095.50. In April 2024, THPRD learned that its application for the Commonwealth Bridge & Weir Replacement project was recommended for funding by the LWCF Grant Advisory Committee and ranked first among Local Agency Project submissions. If awarded, LWCF funds will reduce the need for Local Share funding, allowing THPRD to return Local Share funds allocated to the Commonwealth Bridge & Weir Replacement project to the district's undesignated Local Share allocation, making those funds available for other uses by the district.

In addition to monetary benefits, the Commonwealth Bridge & Weir Replacement project will replace the Commonwealth Lake Park weir, without which the lake would not exist. Also, the project will maintain patron access to the well-loved Commonwealth Lake Park loop trail that crosses over the weir and is enjoyed by over 100,000 patrons annually. Finally, this project is beneficial because it aligns with and seeks to address goal areas and actions from the 2020 Vision Action Plan (VAP) and goals and objectives from the 2023 Comprehensive Plan.

Maintenance cost estimates will be defined with the development of project plans. These maintenance cost estimates will be presented to the board when staff seek approval of project construction.

Public Engagement

This project has been prioritized through the capital replacement review process. Additionally, the project was reviewed against VAP goal areas and aligns with multiple actions.

Action Requested

Board of directors' authorization for the general manager or designee to execute an amendment to THPRD's current intergovernmental agreement with Metro to fund design and construction of the Commonwealth Bridge & Weir Replacement project from THPRD's approved project list through the 2019 Parks and Nature Bond Local Share program.

**Amendment 1 to 937977**AMENDMENT NO. 1 CONTRACT NO. 937977 AMENDMENT TO THE AGREEMENT
BETWEEN METRO AND ADD

This Intergovernmental Agreement Amendment No. 1, dated May 1, 2024, amends Metro Contract No. 937977 (“the Contract”).

The parties agree as follows:

A. Purpose

The purpose of Contract Amendment No. 1 is to add a scope or work for a Local Share project approved after the execution of the contract as allowed for in Section 1.2 of the Contract.

B. Provisions of Contract Amendment No. 1**Modification of Scope of Work**

Attachment A, Projects List of the Scope of Work is amended to include the project outlined below as follows:

PROJECT # 4**A. LOCAL SHARE PARK PROVIDER NAME:** Tualatin Hills Park and Recreation District**B. PROJECT DETAILS:**

1. **Project Name:** Commonwealth Bridge & Weir Replacement
2. **Project Contact Information:** Gery Keck, grants@thprd.org
3. **Project Description:** The project replaces a weir, pedestrian bridge, and 50-feet of asphalt pathway, in addition to installing an Americans with Disability Act (ADA)-compliant parking space at Commonwealth Lake Park in Cedar Hills, Oregon.
 1. **Project Location:** SW Foothill Avenue and SW Huntington Drive
 2. **Acquisition Project OR Construction Project:** Construction

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

1. **Local Share Investment Category:** Maintaining or developing public access facilities at public parks and natural areas
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 4) submitted by Tualatin Hills Park and Recreation District.
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 4) submitted by Tualatin Hills Park and Recreation District.

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 4) submitted by Tualatin Hills Park and Recreation District.

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 4) submitted by Tualatin Hills Park and Recreation District.

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

- a. Amount of Allocated Bond Funds Requested (“**Project Cost**”): \$ 1,267,316.99
- b. Description of other Project Funding: \$4,000 for design/architecture and engineering costs to be contributed by Jurisdiction
- c. Total Project Budget: 1,271,316.99

1. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 4)

- a. **Phase 1:** Months 1-5, approximately January 2025 through May 2025
Design consultants selection, project kick off
- a. **Phase 2:** Months 6-17, approximately June 2025 through May 2026
 - Project specific community engagement on design
 - Land use approvals from ODFW and DSL
 - Design work completed
- c. **Phase 3:** Months 18-21, approximately June 2026 through September 2026
Construction bidding
- d. **Phase 4:** Months 21-26, approximately September 2026 through February 2027
Construction of project site
- e. **Phase 5:** Months 27-30, approximately March 2027 through June 2027
Project close out

2. **Payment schedule based on project milestones:**

(For details on how to request payment and report financials, see Attachment B to Contract)

- a. **Phase 1:** Design consultants selection, project kick off
No deliverable required from Phase 1 before moving into payments for phase 2
- b. **Phase 2:** Community engagement and design
Deliverables required before payment can be made on phase 4:

AMENDMENT NO. 1

CONTRACT NO. 937977

- Summaries of the comments and feedback received at each step of the process (same as will be shared with the community as outlined in Exhibit 4 or THPRD’s Community Outreach Procedure at a minimum).
 - Design plans shall be provided to Metro Local Share Program Manager at a minimum of 30%, 60% and 90% completion during this phase. Payments for phase 3 will not be made until review of 90% design plans have been reviewed by Metro.
- c. **Phase 3:** Construction bidding
No deliverable required from Phase 3 before moving into payments for phase 4
- d. **Phase 4:** Construction of project site
No deliverable required from Phase 4 before moving into payments for phase 5
- e. **Phase 5:** Project close out
- Deliverable:** At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.

Exhibit 4 to Attachment A, Projects List of the Scope of Work is added to the exhibits to include the material outlined below as follows:



Powered by [ZoomGrants™](#) and

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

Tualatin Hills Park & Recreation District **Commonwealth Bridge & Weir Replacement**

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

\$ 1,267,316.99 Requested

Submitted: 4/15/2024 5:22:11 PM
(Pacific)

Project Contact

Gery Keck
grants@thprd.org
Tel: 5036296305

Additional Contacts

p.swinton@thprd.org,
n.paulsen@thprd.org, l.garcia@thrd.org

Tualatin Hills Park & Recreation District

15707 SW Walker Road
Beaverton, OR 97006
United States

Telephone 503-645-6433
Fax 503-629-6302
Web www.thprd.org

General Manager

Doug Menke
dmenke@thprd.org

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.)

The project replaces a weir, pedestrian bridge, and 50-feet of asphalt pathway, in addition to installing an Americans with Disability Act (ADA)-compliant parking space at Commonwealth Lake Park in Cedar Hills, Oregon.

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?

This project will improve accessibility, promote safety, and preserve recreational longevity at Commonwealth Lake Park. The popular site in unincorporated Washington County features more than 36.31 acres of recreational and natural area centered around a man-made lake. Park amenities include a .80-mile loop path around the lake, fishing piers, a children's play area, athletic fields, picnic sites, and views of nearby wetlands and natural areas.

Elements proposed as part of the project include the replacement of the lake's weir, a pedestrian bridge, and 50 feet of asphalt. In addition, Americans with Disabilities Act (ADA) compliant parking will be installed. A description of each element is as follows:

Weir – Replacement of the nearly 50-year-old concrete weir located at the outlet of the lake will avoid the weir's failure and enable THPRD to continue managing water levels of the lake during seasonal

fluctuations and as needed. In recent years, water levels have risen to the point of flooding over the weir causing the area to be impassable, thus cutting off access to that segment of the trail that has flooded.

Pedestrian Bridge – The multi-use pedestrian bridge will be replaced to address cracks and diminished traction that pose a potential safety hazard. The bridge makes up a segment of the trail looped pathway through the park and spans over the weir. When replaced, the bridge will be expanded from 10 to 20 feet, providing increased stabilization of the bank and pathway across the weir.

Asphalt – Twenty-five feet of asphalt on both sides leading up to the pedestrian bridge will be replaced due to major cracks in the surface. A total of 50 feet of asphalt work will include base compacting and repavement.

ADA Parking – Commonwealth Lake Park currently does not have designated ADA parking spaces. To increase accessibility for individuals with disabilities, ADA parking will be installed at the North entrance of the park determined to be the most appropriate location.

Completion of the proposed Commonwealth Lake Park improvements not only retains the existing use of the facility by the community but extends it for decades to come.

3. Location

Provide project address and/or map coordinates.

SW Foothill Avenue and SW Huntington Drive

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

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

The site is a community/special use park surrounding a man-made lake with an approximately one-mile loop trail. Extensive wetland and natural areas that surround the park add to the ambience and make for great nature and wildlife watching. The park is located in a residential neighborhood. THPRD holds the title to all of the tax lots comprising the park through fee-simple ownership.

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".)

NA

7. Capital project timeline

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

RFP to be released in January, 2025. Construction scheduled for April, 2026.

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?

The proposed project meets the purpose of the bond in several ways.

The Commonwealth Lake Park Bridge and Weir Replacement project will protect fish and wildlife habitat and connect people to nature close to home.

Commonwealth Lake Park offers many unique recreational opportunities. The lake is one of only a few sites across Washington County with recreational fishing open to the public. Retaining function of the weir is critical to regulating water levels in the lake and preserving public fishing access.

The site is also popular among wildlife watchers who come to the park to enjoy the proximity to nature, not only the lake itself, but the nearby wetlands. In a highly developed suburban core, Commonwealth Lake Park is a nature oasis. This project would help preserve public access to wildlife and nature viewing.

In a district with over 270,000 residents, the loop path around Commonwealth Lake Park sees more than 100,000 users in the average year. That makes the .80-mile path one of the busiest among more than 52 miles of trails maintained by THPRD. The park is a destination for walkers, bikers, and rollers alike. The path loops around the lake and offers users views of wetlands, natural areas, and wildlife.

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.

This project will maintain and develop public access facilities at the public park and natural area. Responsible for maintaining more than 117 park sites with active recreation amenities, 70 miles of trails, a number of swim and recreation centers, and 1,800 acres of natural areas, THPRD must conduct ongoing and annual assessments of all its assets to evaluate their need for replacement, repair, or rehabilitation. The ongoing evaluation process ensures the safety of the over 285,000 residents in the THPRD service area who may use one or more of its facilities, in addition to the proper functioning of all facilities, machines, and equipment used.

A recent feasibility study conducted by THPRD at Commonwealth Lake Park revealed that the weir and bridge spanning across it, needed replacement to improve functionality, stabilize the bank, ensure safety, and increase accessibility. Without the weir, Commonwealth Lake would not exist as the weir allows for the regulation of water levels as necessary due to flooding or seasonal fluctuations. The lake is at the center of this park. It provides wildlife viewing including bird watching, fishing opportunities as it is regularly stocked by Oregon Department of Fish & Wildlife in the spring and is encircled by the loop trail.

The bridge that spans the weir is critical to the integrity of the loop trail. The bridge and weir are the only means to complete the loop path through the narrow area that is the outlet to Commonwealth Lake. A new, larger bridge will be made with slip-resistant materials.

The proposed improvements to the asphalt pathway will eliminate potential falling hazards, increase accessibility for mobility devices, and help stabilize the bank, reducing maintenance requirements.

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.

The project will improve critical capital infrastructure to ensure that parks are safe and welcoming and will increase the accessibility of the park. The new bridge and improved pathways will provide a hard, uniform paved surface with maximum cross slopes of 2% and running slopes less than 5%. The bridge will utilize slip resistant materials and surfaces. Safe zones around the path will be free from vegetation and other hazards at a width that accommodates mobility and accessibility devices. These improvements also ensure the park, particularly the loop path that provides access throughout the park, is welcoming and safe for all users.

With an estimated 9.7% of the population within a three-mile radius of the park with a disability, the addition of ADA parking will open up accessibility to the park not only for the nearby residents but for the larger community

The proposed improvements will positively impact park visitor experiences. Replacing the weir will maintain the integrity of the lake which attracts a wide variety of park users from wildlife watchers to fishermen to walkers who frequent the loop path. The bridge is critical to the function of the loop trail. The pathway improvements will reduce falling hazards for people experiencing mobility challenges.

Finally, this project will improve the efficiency of maintenance at a developed park. Seepage around the weir has led to the deterioration of the pathway on either side of the bridge. Extensive maintenance has been required to repair pathway sinkholes and cracks. The proposed improvements include base compacting and sub compacting around the new bridge and weir which will help prevent future issues with the asphalt pathway and reduce maintenance needs.

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.

THPRD will use low-impact design and construction practices for this project to minimize impact on surrounding environments. This may include employing soft-rubber track equipment, utilizing woodchips for padding root systems, and additional measures to prevent harmful runoff and erosion.

Engineers and contractors selected for projects are evaluated based on a number of factors including corporate responsibility and sustainable practices.

THPRD will work closely with the Oregon Department of State Lands and the Oregon Department of Fish & Wildlife to design and construct the new weir to minimize impacts to nearby habitats.

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.

THPRD's 2020 Vision Action Plan was shaped by a comprehensive community-led engagement effort focused on centering the views and needs of communities of color, people with low incomes, people experiencing disabilities, and other historically marginalized populations. The outreach was intentional. A team of community volunteers worked with THPRD staff to select engagement strategies, methods, and partners that would ensure THPRD truly heard from populations within the district it had not traditionally reached.

A variety of techniques were employed in this effort including in-person engagement, targeted focus groups, youth activities, online open houses, and comment boxes. Staff and volunteers attended more

than 117 multicultural activities that helped reach a cross section of people from diverse ages, abilities, backgrounds, races, income levels, gender identities, and sexual orientations.

More than 10,000 people were engaged, and more than 12,500 comments were received. After gathering the data, volunteers worked with staff to develop categories for the input received. Those included: Welcoming and Inclusive, Play for Everyone, Accessible and Safe, and Preserving Natural Spaces. Themes and action items for each category were identified based on the comments received.

The Vision Action Plan identified the need to maintain existing trails and provide equitable access to natures, both of which include efforts like Commonwealth Lake Park Bridge and Weir Replacement. Now that the project itself has been identified as a priority, more equity-focused neighborhood engagement is planned to inform design of the bridge, weir, and pathway improvements.

This project will benefit the more than 100,000 users who visit the park each year. This includes the people living in the nearby residential areas where communities of color are growing faster than the white population. The service area for Commonwealth Lake Park also includes lower income populations compared to the rest of the district.

Once approved for Local Share funding, project-specific community engagement will begin. THPRD staff will intentionally connect with a wide variety of community members through in-person events and virtual meetings. As part of the planning and design process, area residents will be asked to identify preferred project options.

After this information is gathered, the results will be reported back to the community with infographics and updates through email, website posts, social media, and community bulletin boards.

Because the project has yet to enter the design phase, THPRD does not have project-specific data on who participated, or the feedback received. We can provide that to the Metro Local Share Program Manager and staff when available.

The engagement techniques we will use for this project are not new, however every project is unique. Neighborhood demographics, location, type of project, and site-specific considerations influence how we approach community engagement. Some of the engagement processes we will use for the Commonwealth Lake Park Bridge and Weir Replacement were most recently employed during concept planning for the development of La Raíz park near Allen Boulevard in Beaverton. Other strategies we will utilize have been in practice at THPRD for several years.

THPRD reports back to the community on engagement outcomes at each step of the process. We provide a summary of the comments and feedback received to date in summary sheets and infographics. These are shared at events, posted on websites or social media, and included in emails with links to surveys.

We use a variety of measures to evaluate the effectiveness of our engagement techniques. This can include evaluating the total number of people reached, the total number of people reached within the park service area, participation and attendance at events and meetings, feedback from participants and community partners, diversity of comments and input, survey results, and more.

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?

THPRD is actively working to promote equity in contracting and workforce diversity by reviewing and revising internal policies, providing staff training, and developing accommodations.

To increase our network with Minority-owned, Women-owned, Emerging Small Businesses and businesses owned by Service-Disabled Veterans (MWESB-SDV), THPRD's procurement administrator attends meetings with the Oregon Association of Minority Entrepreneurs. The district built a list of MWESB-SDV businesses that are certified according to THPRD's self-defined business program criteria and/or the state Certification Office for Business Inclusion and Diversity (COBID). THPRD continues to cultivate and update these lists as we vet new contractors.

THPRD's self-defined business program is an initial step toward COBID given the complexity and barriers to obtaining official certification. THPRD's program allows for businesses that identify as MWESB-SDV but have not yet received state recognition to qualify as such with THPRD.

When it comes to contracting projects over \$100,000, THPRD is working to build relationships and networks to increase the number of MWESB-SDV and COVID-certified businesses that submit proposals. Before project bids are solicited, THPRD staff are encouraged to reach out to MWESB-SVD, COBID, and self-defined businesses to alert them of upcoming opportunities. Follow-up information is sent when a Request for Proposals (RFP) goes live. In the RFP review process, additional points are awarded to businesses that meet the criteria for MWESB-SVD and COVID-certified businesses.

Additionally, as THPRD has integrated equity principles and best practices into its contracting and procurement policies, ongoing staff training opportunities on equity in procurement, including state and district requirements, have been updated as well. THPRD offers these trainings to staff periodically to ensure they are apprised of equity principles and best practices.

THPRD will employ all these approaches when contracting for the proposed project to ensure there are equitable opportunities to be awarded the contract.

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?

The procedures in place to ensure greater equity in contracting will also support diversifying the construction industry workforce.

We continue to proactively build relationships with MWESB-SDV and COBID-certified businesses and communicate about upcoming opportunities to bid on projects. These techniques will be used as part of the Commonwealth Lake Park Bridge and Weir Replacement project.

Finally, THPRD is tracking Metro's Construction Career Pathways program framework and supports Metro's effort to train a diverse regional workforce.

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.

By project cost, this qualifies as a Tier 1 project. THPRD will require contractors to use certified payroll to track employment diversity based on position, race, ethnicity, and gender.

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?

Commonwealth Lake Park serves an area of the park district that is rapidly diversifying with communities of color growing faster than the white population. Within the three-mile service area of the park, the African American population increased 46.6% between 2010 and 2020. During that same period, the population of people identifying as two or more races increased 43.5%, the Asian population increased 28.2%, and Native Hawaiian and Pacific Islander populations increased 24.9%. The white population increased 8.1%.

Districtwide, about 1 in 4 residents and 1 in 3 youth identify as people of color. The two largest minority populations are Asian (14.4%) and Hispanic/Latino (15.7%). There are more than 94 languages spoken among residents. About 9.5% of the population is living with a disability.

The service area for Commonwealth Lake Park also includes lower income populations compared to the rest of the district. The average household income around Commonwealth Lake Park is 4.9% lower than the average for the rest of the district.

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?

THPRD has taken steps to ensure park, trail, natural area, and athletic facility investments are sited equitably and remain accessible to the racially and ethnically diverse areas they serve by:

- Reducing costs for traditionally under-resourced communities to gather in parks and use district facilities through grants, financial aid, and cultural inclusion programs;
- Using equity-informed, community-based engagement that empowers communities to co-produce concept plans for new THPRD amenities, like the recently opened La Raíz park;
- Centering the cultures and histories of traditionally under-represented groups through dialog and collaborative research through projects like the district’s community-informed Park Naming process;
- Employing staff that maintain and deepen partnerships with community-based organizations and local schools so that THPRD can effectively engage with communities surrounding district projects;
- Collaborating with partner jurisdictions to promote holistic neighborhood stabilization strategies and policy through partnerships like the recently adopted THPRD-Beaverton Downtown Beaverton Parks and Open Space Framework plan project; and,
- Enacting forward-thinking, equity-based policies designed to center traditionally under-represented groups within district action such as the goals and actions within the 2020 Vision Action Plan; the goals,

objectives, and recommendations within the 2023 Comprehensive Plan; and THPRD’s Diversity, Equity, and Inclusion statement.

Additionally, THPRD has adopted policies to help ensure housing is affordable for patrons of all socioeconomic backgrounds. Through our Parks (PFP) and Trails Functional Plans (TFP), THPRD is actively prioritizing and investing in park and trail developments that serve historically disadvantaged groups. Using the Trails and Park Development Prioritization Matrices, THPRD directs investment to underserved communities by prioritizing those projects being developed in Environmental Protection Agency (EPA) Environmental Justice (EJ) areas.

To ensure development fees do not diminish affordable housing production, THPRD is using System Development Charges (SDC) waivers to help encourage affordable housing development. In 2020, THPRD’s board adopted a new policy that waives 100% of park SDCs for developments supplying affordable housing units for households making 30% of metro-area Median Family Income (MFI) and provides a 50% waiver of park SDCs for developments serving households between 31-60% of MFI. Additionally, this policy realigned SDCs for attached dwellings – townhomes, duplexes, triplexes, and fourplexes – with multifamily SDC rates. The district also adopted a tiered approach for single-family housing. Realigning SDCs for attached dwellings and tiering single-family SDCs are intended to encourage additional development of “missing middle” housing. Finally, the district minimized SDCs for Accessory Dwelling Units by adopting the lowest defensible occupancy rate.

THPRD’s updated SDC policy targets crucially needed “missing middle” housing types that are traditionally more affordable than large, detached single-family homes and promote walkable communities with locally serving retail options and comprehensive public transportation coverage. This policy also helps address regional housing affordability issues by lowering the cost of developing affordable housing, making affordable housing units more attractive to develop and contributing to the regional supply. This effort acknowledges that access to quality housing in desirable locations is part of the solution needed to dismantle structures perpetuating systemic racism.

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?
 NA

Budget [top](#)

Budget	Local Share funds requested	Leveraged funds	Total Program Budget (Calculated)
Design/Architecture/Engineering	\$ 360,681.75	\$ 4,000.00	\$ 364,681.75
Permitting	\$ 53,445.48		\$ 53,445.48
Construction (including materials, equipment, 3rd party labor, etc)	\$ 763,189.76	\$ 0.00	\$ 763,189.76
Land Acquisition Costs			\$ 0.00
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)	\$ 90,000.00		\$ 90,000.00
Contingency			\$ 0.00
Other (if needed, please provide other budget category descriptions below and details in the budget narrative)			\$ 0.00
Project Management	\$ 0.00	\$ 0.00	\$ 0.00

Total

\$ 1,267,316.99

\$ 4,000.00

\$ 1,271,316.99

Budget Narrative

The project budget was estimated by THPRD’s Design & Development staff and is based on historic, inflation-adjusted figures from recent projects similar in size and scope. As an expert in developing parks, trails, and natural areas, THPRD has a high degree of confidence in its budgeting. Despite this confidence, with current market and supply chain volatility, THPRD recognizes the possibility that budgeted costs may change over time. Additionally, costs may change based on community desires expressed through project concept planning and development.

Local Share Bond funds would be leveraged by previous investments made by THPRD to study the current condition of the bridge and weir; if awarded, grant funds from the Land & Water Conservation Fund if awarded; or other THPRD funds. On April 2, 2024, THPRD learned its Land & Water Conservation Fund grant request for \$449,095.50 was recommended for funding by the Grant Advisory Committee and that the project ranked 1st among Local Agency Project submissions.

Scope and Outcomes [top](#)

Scope of work (See section 9 in Handbook)

#	Schedule	Specific tasks	Responsible party
1.	Months 1-4	Procure design consultant	THPRD
2.	Month 5	Project kick off/Community Engagement	THPRD
3.	Months 6-11	Engagement Continues/Design work begins/Coordinate with ODFW and DSL/land use approvals procured	THPRD/Design Consultant
4.	Months 12-17	Design work is finalized/construction permits procured	THPRD/Design Consultant
5.	Months 18-19	Project bids are solicited	THPRD/Design Consultant
6.	Months 20-21	Bids are reviewed and awarded	THPRD
7.	Months 21-26	Construction	THPRD/Contractor/Design Consultant
8.	Months 27-30	Project Close Out	THPRD/Contractor/Design Consultant
9.			

Tracking outcomes

#	GOALS	OUTCOMES	DATA COLLECTION METHOD
1. Overall	THPRD will measure the success of this project according to its alignment with the goals of the 2020 Vision Action Plan (VAP) and 2023 Comprehensive Plan (Comp Plan) as well as its alignment with the principles articulated in the 2019 Parks Functional Plan, and 2016	Compliance with VAP themes, Comp Plan goals & objectives, and TFP & ADA design criteria.	THPRD will measure compliance by assessing the project’s fulfillment of VAP themes and Comp Plan goals & objectives, as well as TFP & ADA design criteria at each project stage.

Trails Functional Plan, and 2014 Natural Resources Functional Plan.

More specifically, we will track public engagement, community feedback, costs, timeline, and alignment with existing bond and district priorities.

2. Selected local share criteria

THPRD staff will work with consultants to ensure the project meets the criteria of the Local Share program from start to finish.

Meet identified Local Share Program criteria

Identified criteria will be integrated as design themes, which will then be audited at the beginning and end of each project phase to help ensure that these criteria remain central to the project as it moves forward.

3. Meaningful engagement

THPRD will closely align its efforts with the meaningful engagement criteria in the bond by using equity-focused engagement techniques and approaches. Progress will be reported back to the community at each phase of the project. We will do this through engagement summaries, reports to the board of directors and advisory committees, updates on social media, updates on websites, newsletters, and project progress reports.

Meet all Community Engagement and Racial Equity bond criteria

THPRD will make the Bond's meaningful engagement criteria required themes of the engagement and design phases and will audit fulfillment of these themes at the end of each project phase to ensure they are achieved by the project.

4. Climate resiliency

THPRD will incorporate the climate criteria into the project as design themes. These themes will then be audited at the beginning and end of each project phase.

Meet identified Climate Resiliency criteria

Identified criteria will be integrated as design themes, which will then be audited at the beginning and end of each project phase to help ensure that Climate Resiliency criteria remain central to the project as it moves forward.

5. COBID contract utilization and workforce diversity

Alignment with Tier 1 of Local Share Program equity in contracting criteria.

THPRD will track whether contracts are awarded to COBID, MWESB-SVD, or self-defined contractors. We will evaluate the number of bids received from COBID, MWESB-SVD, or self-defined firms, and review our communication and outreach efforts.

Should the winning bid originate from a non-certified firm, THPRD will audit the firm to ensure they meet with the Bond measure's intent by determining what portion of the company is women- and/or minority-owned and what proportion of the firm's

Encourage workforce diversity.

Encourage contractors to take part in the Metro Construction Career Pathways Program

Workforce diversity tracking using certified payroll

subcontractor network is MWESB-SDV or COBID-certified.

After a contract is awarded, THPRD will track the portion of contract dollars allocated to the prime- and sub-contractors and will require the prime contractor to report on the number of jobs sustained by the contract, the number of hours worked, and the seniority of those workers disaggregated by race and gender.

- 6.
- 7.
- 8.
- 9.
- 10.

Document Uploads [top](#)

Documents Requested *

Required? Attached Documents *

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

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

[2019 Parks Functional Plan](#)

[2016 Trails Functional Plan](#)

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

[2020 Vision Action Plan](#)

[2023 Comprehensive Plan](#)

[Commonwealth Lake Vicinity Map](#)

[Sample Project Engagement Summary](#)

Please attach a project map



[Site Development Aerial Map](#)

[Commonwealth Lake Park](#)

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

Application ID: 381638

Become a [fan of ZoomGrants™](#) on Facebook
Problems? Contact us at Questions@ZoomGrants.com
©2002-2024 GrantAnalyst.com. All rights reserved.
"ZoomGrants" and the ZoomGrants logo are trademarks of GrantAnalyst.com, LLC.
[Logout](#) | [Browser](#)

COMMONWEALTH LAKE PARK

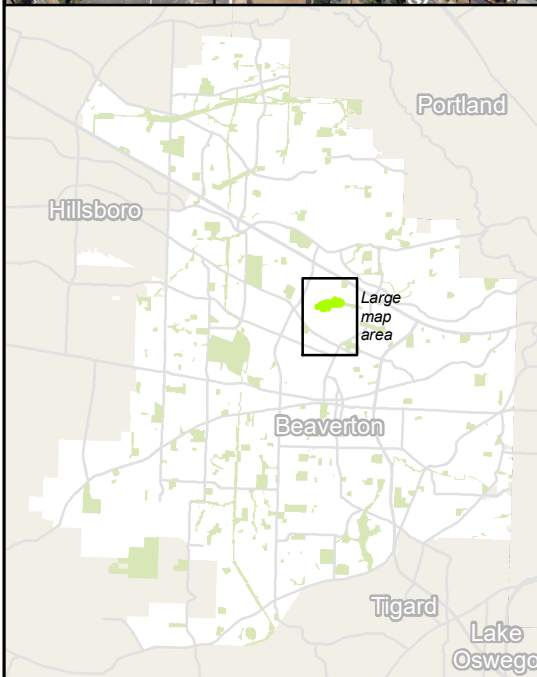
Site Development / Aerial Map

122.81667° W

122.80833° W

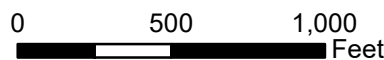
45.51667° N

45.50833° N



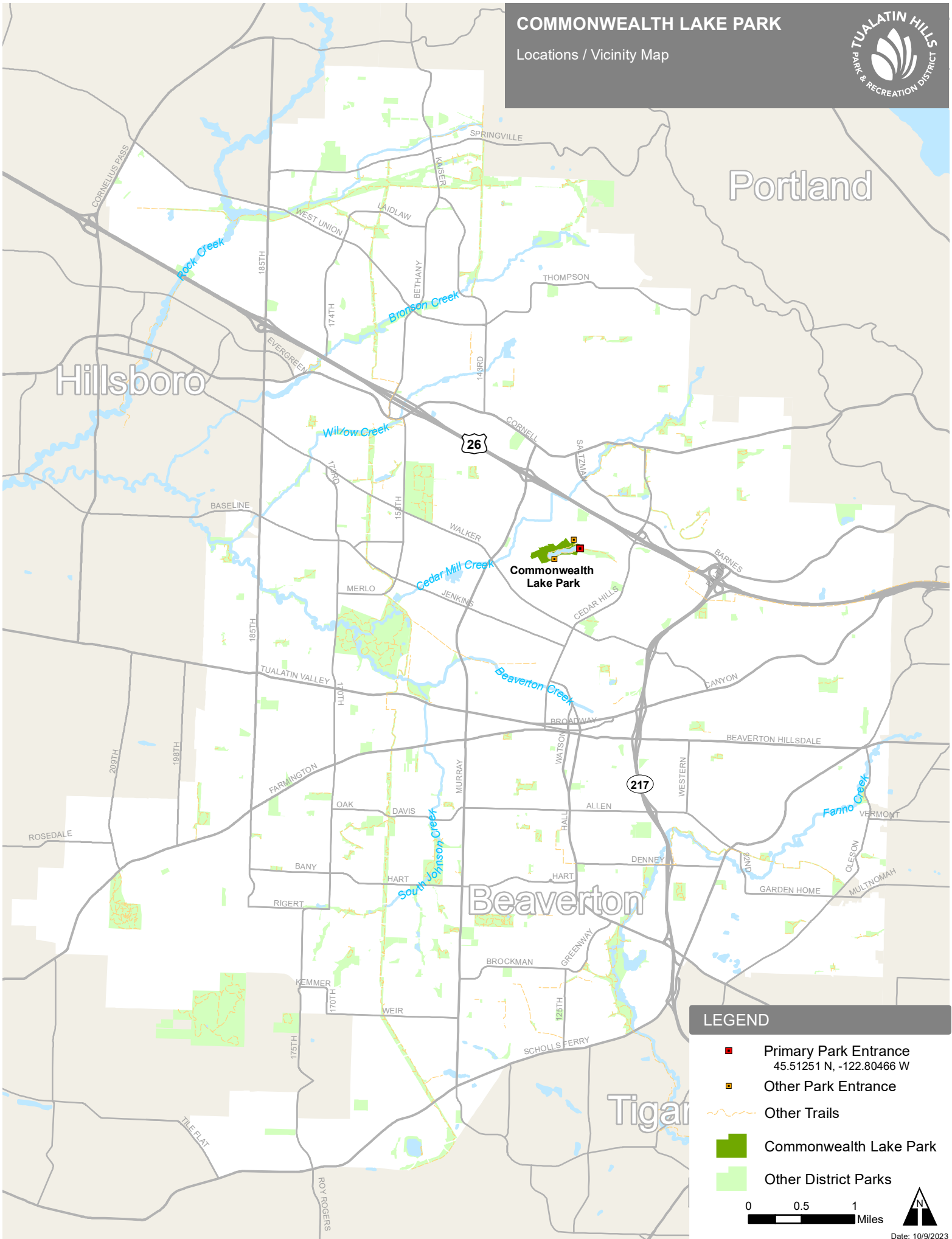
LEGEND

- Other trails
- Stream
- Water body
- Wetlands
- FEMA designated flood areas
- Commonwealth Lake Park
- Wetland Mitigation Easement
- Communications Easement
- Sewer Easement



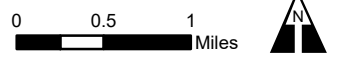
COMMONWEALTH LAKE PARK

Locations / Vicinity Map



LEGEND

- Primary Park Entrance
45.51251 N, -122.80466 W
- Other Park Entrance
- Other Trails
- Commonwealth Lake Park
- Other District Parks



Amendment 1 to 937977



AMENDMENT NO. 1

CONTRACT NO. 937977

C. No Other Modifications

Except as modified here, all other terms and conditions of the Contract will remain in effect. Any conflict between the provisions of this Contract Amendment No. 1, on the one hand and the original Contract will be resolved by reliance upon this Contract Amendment No. 1.

**TUALATIN HILLS PARK AND RECREATION
DISTRICT**

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Intergovernmental Agreement
2019 Parks and Nature Bond Measure Local Share Program



Metro

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Metro Contract No.
937977

INTERGOVERNMENTAL AGREEMENT
Metro –Tualatin Hills Park & Recreation District

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 Tualatin Hills Park & Recreation District ("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 \$8,628,870 (EIGHT MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY 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.

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 the 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 Park Provider's receipt of Metro disbursed funds and failure to meet is 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 f Allocated Bond Funds disbursed for the project. Park Provider acknowledges and affirms its obligations even if Park Provider's breach of the Agreement is through no fault of Park Provider.

9. Term; Termination

9.1 Term. This Agreement terminates June 30, 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: Design & Development Manager, Gery Keck
15707 SW Walker Road
Beaverton, OR 97006
Tualatin Hills Park & Recreation District
Phone: 503-629-6305
Email: g.keck@thprd.org

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.

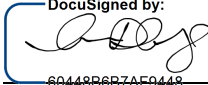
Project List means the projects identified by Park Provider and eligible for Local Share Bond Funds.

ATTACHMENTS:

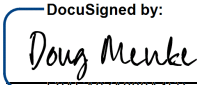
- Attachment A: Projects List
- Attachment B: Payment Request Requirements
- Attachment C: Post-Acquisition and Post-Construction Restrictions on Sale and Use
- Attachment D: Equity in Contracting, Workforce Diversity, Construction Career Pathways Requirements

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

Metro

By: 
60448D6B7AF0448...
Name: Marissa Madrigal
Title: COO
Date: July 22, 2022

Tualatin Hills Park & Recreation District

By: 
F2AE7A07A808A45B...
Name: Doug Menke
Title: General Manager
Date: July 22, 2022

ATTACHMENT A
Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME: Tualatin Hills Park & Recreation District

B. PROJECT DETAILS:

1. **Project Name:** Heckman Lane Park and Trail
2. **Project Contact Information:** Gery Keck; 503-629-6305, g.keck@thprd.org
3. **Project Description:** The Heckman Lane Park and Trail project will build a new park in a majority BIPOC neighborhood in North Bethany and add to the region's active transportation network by closing a gap in a hard-surface community trail.
4. **Project Location:** NW 159th Avenue and NW Heckman Lane, Portland, OR 97229
5. **Acquisition Project OR Construction Project:** Construction project
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 1) submitted by Tualatin Hills Park & Recreation District.

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:** 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 Tualatin Hills Park & Recreation District.
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 Tualatin Hills Park & Recreation District.
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 Tualatin Hills Park & Recreation District.
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 Tualatin Hills Park & Recreation District.

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**”): \$ 3,641,867 (THREE MILLION SIX HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS)
- b. Description of other Project Funding: Local Share Bond funds will be leveraged by jurisdiction’s purchase of the parkland and natural area (\$1,799,250.00) as well as the required half-street improvements made to NW 159th Avenue and NW Heckman Lane (\$300,000), and site demolition (\$35,000) previously completed. Leveraged funds will total \$ 2,134,250.00
- c. Total Project Budget: \$ 5,776,117.00

2. **Project Timeline:**

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

- a. **Phase 1:** Months 1-15, approximately August 2022 through November 2023
Design concept planning with site-specific community engagement
- b. **Phase 2:** Months 16-23, approximately December 2023 through July 2024
Design Development and work with land use consultant
- c. **Phase 3:** Months 24-50, approximately August 2024 through September 2026
Construction of project site

3. **Payment schedule based on project milestones:**

(For details on how to request payment and report financials, see Attachment B)

- a. **Phase 1:** Design concept planning with site-specific community engagement on park and trail concepts and features
Deliverable required before payment can be made on phase 2: Summaries of the comments and feedback received at each step of the process (same as will be shared with the community as outlined in Exhibit 1 at a minimum).
- b. **Phase 2:** Design Development and work with land use consultant
Deliverable required before payment can be made on phase 3: Design plans shall be provided to Metro Local Share Program Manager at a minimum of 30%, 60% and 90% completion during this phase. Payments for phase 3 will not be made until review of 90% design plans have been reviewed by Metro.
- c. **Phase 3:** Construction of project site
Deliverable: At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.

PROJECT #2

A. LOCAL SHARE PARK PROVIDER NAME: Tualatin Hills Park & Recreation District

B. PROJECT DETAILS:

1. **Project Name:** Willow Creek Greenway Boardwalk Replacement
2. **Project Contact Information:** Gery Keck; 503-629-6305, g.keck@thprd.org
3. **Project Description:** This project will replace the failing and non-ADA compliant eastern section of the Willow Creek boardwalk, making continued access to the Willow Creek Greenway natural area & THPRD's trail system possible for neighborhood residents and regional visitors.
4. **Project Location:** Between NW Jeffrey Place and NW Waterhouse Avenue, Beaverton, OR 97006
5. **Acquisition Project OR Construction Project:** Construction project
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 2) submitted by Tualatin Hills Park & Recreation District.

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:** Maintaining or developing public access facilities at public parks and natural areas
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 2) submitted by Tualatin Hills Park & Recreation District.
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 2) submitted by Tualatin Hills Park & Recreation District.
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 2) submitted by Tualatin Hills Park & Recreation District.
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 2) submitted by Tualatin Hills Park & Recreation District.

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**”): \$ 1,713,500.00 (ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS)
- b. Description of other Project Funding: Local Share Bond funds are leveraged by the funds invested in the 2020 Willow Creek Boardwalk Alignment and Replacement Feasibility study that identified project costs and potential alignments that have a chance of being approved by the Army Corp of Engineers and other applicable permitting agencies. Additionally, the momentum created by funding the replacement of the Greenway’s eastern-section of boardwalk would position THPRD well to secure the future funds needed to replace the remaining western-section of boardwalk, estimated to cost between \$1.75-2.15 million, through grants and other opportunities.
- c. Total Project Budget: \$ 1,777,279.30

2. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 2)

- a. **Phase 1:** Months 1-7, approximately August 2022 through February 2023
Project kick off, site inventory and analysis
- b. **Phase 2:** Months 8-17, approximately March 2023 through November 2023
Concept planning with public engagement
- c. **Phase 3:** Months 18-36, approximately December 2023 through June 2025
Design Development and work with land use consultant
- d. **Phase 4:** Months 37-60, approximately July 2025 through March 2027
Permitting and construction of project site

3. **Payment schedule based on project milestones:**

(For details on how to request payment and report financials, see Attachment B)

- a. **Phase 1:** Site inventory and analysis
No deliverable required from Phase 1 before moving into payments for phase 2
- b. **Phase 2:** Design concept planning with site-specific community engagement on replacement features and concepts
Deliverable required before payment can be made on phase 3: Summaries of the comments and feedback received at each step of the process (same as will be shared with the community as outlined in Exhibit 2 at a minimum).
- c. **Phase 3:** Design Development and work with land use consultant
Deliverable required before payment can be made on phase 4: Design plans shall be provided to Metro Local Share Program Manager at a minimum of 30%, 60% and 90% completion during this phase. Payments for phase 3 will not be made until review of 90% design plans have been reviewed by Metro.
- d. **Phase 4:** Construction of project site

Deliverable: At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.

PROJECT # 3

A. LOCAL SHARE PARK PROVIDER NAME: Tualatin Hills Park & Recreation District

B. PROJECT DETAILS:

1. **Project Name:** Accessible Play Structures
2. **Project Contact Information:** Gery Keck; 503-629-6305, g.keck@thprd.org
3. **Project Description:** The Accessible Play Structures project will improve Bonny Slope and Rock Creek Parks by replacing aging, outdated playground equipment with, nature-play structures while improving stormwater management and pedestrian infrastructure leading to play areas.
4. **Project Location:** Bonny Slope Park: 11100 NW Thompson Road, Portland, Oregon 97229; Rock Creek Park: 20107 NW Rock Creek Boulevard, Portland, Oregon 97229
5. **Acquisition Project OR Construction Project:** Construction project
6. **Stabilization Plan for Land Acquisitions:** Please refer to Local Share project application (Exhibit 3) submitted by Tualatin Hills Park & Recreation District.

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:** Maintaining or developing public access facilities at public parks and natural areas
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 3) submitted by Tualatin Hills Park & Recreation District.
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 3) submitted by Tualatin Hills Park & Recreation District.
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 3) submitted by Tualatin Hills Park & Recreation District.
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 3) submitted by Tualatin Hills Park & Recreation District.

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**”): \$ 942,512.00 (NINE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWELVE AND 00/100 DOLLARS)
- b. Description of other Project Funding: Metro Local Share funds will be used to leverage roughly ~\$105,000 in funds from THPRD toward staffing two engagement, planning, design, and development projects, one for each park. Without Local Share funding support, THPRD would not be able to complete these projects as they are not eligible for district System Development Charge (SDC) funds, are not able to be sufficiently supported through available grants, and, due to COVID-related budget impacts, are not able to be funded through the district’s general fund.
- c. Total Project Budget: \$ 1,048,261.00

2. **Project Timeline:**

(For details on specific timeline items, see Scope of Work section of Exhibit 3)

- a. **Phase 1:** Months 1-7, approximately August 2022 through February 2023
Project kick off, site inventory and analysis
- c. **Phase 2:** Months 8-16, approximately March 2023 through October 2023
Concept planning with public engagement
- c. **Phase 3:** Months 17-25, approximately November 2023 through June 2024
Design Development and work with land use consultant
- d. **Phase 4:** Months 26-41, approximately July 2024 through January 2026
Permitting and construction of project site

3. **Payment schedule based on project milestones:**

(For details on how to request payment and report financials, see Attachment B)

As there are two construction projects planned for this budget, if one project is progressing ahead of the other in meeting deliverable phases, funds may be released for projects individually as appropriate.

- e. **Phase 1:** Site inventory and analysis
No deliverable required from Phase 1 before moving into payments for phase 2
- f. **Phase 2:** Design concept planning with site-specific community engagement on replacement features and concepts
Deliverable required before payment can be made on phase 3: Summaries of the comments and feedback received at each step of the process (same as will be shared with the community as outlined in Exhibit 2 at a minimum).
- g. **Phase 3:** Design Development and work with land use consultant
Deliverable required before payment can be made on phase 4: Design plans shall be provided to Metro Local Share Program Manager at a minimum of 30%, 60% and 90% completion during this phase. Payments for phase 3 will not be made until review of 90% design plans have been reviewed by Metro.

- h. **Phase 4:** Construction of project site
Deliverable: At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.



MEMORANDUM

DATE: May 22, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE **Intergovernmental Agreement with Oregon Parks and Recreation Department for Land and Water Conservation Fund Project at Abbey Creek Park**

Introduction

Staff is requesting board of directors' authorization for the general manager or designee to sign an intergovernmental agreement (IGA) with the Oregon Parks and Recreation Department (OPRD) for a Land and Water Conservation Fund (LWCF) grant to complete Abbey Creek Park Phase 2. The IGA is attached as Attachment 1 to this memo.

Background

In November 2019, the district completed the Abbey Creek Park Phase 1 construction and opened it to the public. The initial phase included a play area, bench, picnic table, drinking fountain, open lawn, and pathway loop, all of which have been well-used by park patrons.

In April 2022, Knot Studio was hired to provide professional consulting services for the design of Phase 2 and prepared a preferred concept plan approved by the board in November 2022. The approved concept plan included the addition of a toddler play area, picnic shelter and patio, a teen area, a loop path, an open field, and site furnishings. To provide unique and exciting opportunities at THPRD parks, the concept plan's teen area includes a game table, table tennis, and a tiered seating area. During the engagement process, the public voiced their interest in covered play spaces which would provide for longer use throughout the year. The provision of shaded areas, a Vision Action Plan goal, is addressed with three shade sail structures which cover the existing play area, toddler play area, and teen area.

On September 14, 2022, the board approved Resolution No. 2022-12 authorizing the submission of a LWCF grant to the Oregon Parks and Recreation Department to fund concept plan improvements at Abbey Creek Park. LWCF is a federal grant program that supports the acquisition, development, major rehabilitation, and/or renovation of Oregon's outdoor recreation lands and facilities. Grants are paid on a reimbursement basis and require a 50% local match. Funds from System Development Charges (SDC), other grants, and/or THPRD capital improvement funds will meet the local match requirement.

On April 13, 2023, THPRD received a notice of intent to award a grant in the amount of \$623,000, from OPRD upon completion of the National Environmental Policy Act (NEPA) and State Historic Preservation Office (SHPO) review processes of the Abbey Creek Park site as required by federal and state regulations. This process concluded in May 2024.

Proposal Request

Staff is seeking the board of directors' authorization for the general manager or designee to execute the \$623,000 grant IGA with OPRD to complete Phase 2 of Abbey Creek Park.

Outcomes of Proposal

Completing Phase 2 of Abbey Creek Park fulfills a district goal to deliver a new neighborhood park to an underserved area. The design builds upon the existing amenities from the Phase 1 development and conversations with the community to develop the preferred concept plan for Phase 2. Once built, the proposed neighborhood park will provide a space for the surrounding community to gather and recreate.

Public Engagement

A wide range of public engagement activities have helped shape the ongoing planning and development of Abbey Creek Park Phase 2. Additionally, the project was reviewed against the district's Vision Action Plan goal areas and aligns with multiple actions.

Action Requested

Board of directors' authorization for the general manager or designee to execute the intergovernmental agreement with Oregon Parks and Recreation Department for a Land and Water Conservation Fund grant to complete Abbey Creek Park Phase 2.

Oregon Parks and Recreation Department

Land and Water Conservation Fund Grant Agreement

THIS AGREEMENT (“Agreement”) is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as “OPRD” or the “State” and **Tualatin Hills Park and Recreation District**, hereinafter referred to as the “Grantee”. The State and Grantee are each a party and together, the parties.

OPRD Grant Number: 41-01637 / OP2573

Project Title: Abbey Creek Park Phase 2

Project Type (purpose): Development

Project Description: Construct walkways and a stair connection, tiered seating, a “Teen Zone”, an open field, and a grass berm. Add a playground and surfacing, shade sail, picnic shelter, trees, plantings, landscaped swale, open field, and site furnishings.

Grant Funds /

Maximum Reimbursement:	\$623,000.00	(50.00%)
Grantee Match Participation:	<u>\$623,000.00</u>	(50.00%)
Total Project Cost:	\$1,246,000.00	

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis up to and not in excess of the maximum reimbursement amount of **\$623,000.00** for expenses incurred in performing the project in the Project Description (the project). The Grant Funds shall be used solely for expenses included in the Project Budget in Attachment B in furtherance of performance of the project and shall not be used for any other purpose.

To request disbursement of grant funds, Grantee will submit a request for reimbursement which must include documentation sufficient, as determined by OPRD, to demonstrate project expenses incurred at the time of the request for which reimbursement is sought. This will include, as applicable, project invoices paid by Grantee. Grantee may request reimbursement as often as quarterly for expenses incurred to date. OPRD shall approve a request for reimbursement and disperse grant funds in compliance with the terms and conditions of this Agreement upon determining that Grantee is in compliance with all terms and conditions of this Agreement at the time of submission of the request for reimbursement and upon determining that Grantee has actually incurred the expenses for which reimbursement is sought and upon OPRD the National Park Service (NPS) first approving and releasing the relevant funds to OPRD.

The source of the Grant funds is the United States Department of the Interior, NPS. To request reimbursement, Grantee shall use OPRD’s online grant management system accessible at oprddgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid by Grantee. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Grantee may begin work upon receipt of a Notice to Proceed from the State and shall have one year from the date of the Notice to Proceed to commence substantial work on the project (i.e., to award contracts for work or show at least 25% of the project is complete). Failure to comply with, and provide documentation of compliance with, this requirement may result termination of this Agreement by OPRD, in which case no expenses incurred by Grantee will be eligible for reimbursement. No Grant Funds will be disbursed for any changes to the project unless such changes are approved by State by amendment pursuant to the terms of this Agreement.

State Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all project expenses, if any, accrued up to **June 30**, of each fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$1,246,000.00**, and the Grantee's Match participation rate of **50.00%**, **the reimbursement rate will be 50.00%**. Upon successful completion of the Project, and of the requirements set forth in the "Retention" and "Final Report and Request for Reimbursement" sections below, and receipt by OPRD of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **50.00%** of the total cost of the Project, whichever is less, in accordance with the terms and conditions of this Agreement.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Land and Water Conservation Fund Grant Program, available at <https://www.oregon.gov/oprd/GRA/Pages/GRA-lwcf.aspx>, which are incorporated into this Agreement by this reference. As applicable, volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

Progress Reports: After OPRD issues the Notice to Proceed, Grantee shall report to OPRD regarding the status and progress of the project on a quarterly basis, as follows:

For the period beginning January 1, ending March 31:	report is due April 30
For the period beginning April 1, ending June 30:	report is due July 31
For the period beginning July 1, ending September 30:	report is due October 31
For the period beginning October 1, ending December 31:	report is due January 31

Progress Reports must be submitted using OPRD's online grant management system accessible at oprdgrants.org.

Responsibility for Grant Funds: Any Grantee of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Grantee's breach of the conditions of this Agreement, and shall, upon Grantee's breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantee of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **May 31, 2026** (Project Completion Date). If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for project expenses incurred on or before the Project Completion Date. No Grant Funds are available for any expenditures after the Project Completion Date.

Retention: OPRD shall disburse up to 75 percent of the Grant Funds to Grantee on an expense reimbursement basis upon approval of requests for reimbursement submitted to OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project. Grantee must submit its final request for reimbursement following completion of the Project and no later than 45 days after the Project Completion Date. If Grantee fails to submit the final request for reimbursement within 45 days after the Project Completion Date, OPRD may elect not to disburse the final 25 percent of Grant Funds. Final payment will be made in accordance with the terms and conditions of this Agreement and upon satisfactory completion, as determined by OPRD, of the Project. Eligible costs are the reasonable and necessary expenses incurred by Grantee in performance of the Project and that are not excluded from reimbursement by OPRD, either by this Agreement or by exclusion as a result of financial review or audit.

Final Report and Request for Reimbursement: Grantee must schedule a Final Inspection, submit a Final Progress Report, Final Reimbursement Request, Final LWCF Project Boundary Map, and an As-Built Site Plan of the completed project to OPRD within 45 days of the Project Completion Date. OPRD will conduct a final inspection of

the Project within 90 days of the Project Completion Date. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

Within 90 days of the earlier of the Project Completion Date or the Project Expiration Date, administrative and financial closeout of the Grant must occur. During this 90-day period, Grantee shall provide the following documents to OPRD:

- i. a final report attesting to the completion of the project in accordance with the approved project agreement and any amendments;
- ii. a final on-site inspection report for development projects;
- iii. a completed site plan (up to 14 inches x 17 inches in size) indicating the type and location of Fund-assisted facilities and/or acquired properties along with the official park or site name unless previously submitted or evident on the signed and dated LWCF map;
- iv. a signed and dated LWCF project boundary map if more accurate than the current one in the NPS file including the delineation of any newly added parcels as a result of the project;
- v. if applicable, a completed certification by the State Liaison Officer that the State has reviewed each appraisal associated with this project per federal requirements;
- vi. other required documentation not previously submitted; and
- vii. Digital images of completed project.

Publicity and Project Sign: Grantee shall make every effort to acknowledge and publicize OPRD's participation and assistance with the project. When the project is completed, Grantee shall post a permanent acknowledgement sign supplied by the State, or of their own design, as long as the LWCF logo is used, in a conspicuous location at the project site, acknowledging grant funding and the State's participation in the Project. Grantee also agrees to maintain the signs throughout the life of the project. State may withhold final reimbursement payment until signage has been placed.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Scope of Work and Budget
- Attachment C: Federal Grant Agreement
- Attachment D: Inadvertent Discovery Plan for Cultural Resources
- Any other documents explicitly incorporated by reference.

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment C, Attachment D, Attachment B, and other documents explicitly incorporated by reference.

Contractor or Sub-Recipient Determination: In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OPRD's determination is that:

Recipient is a sub-recipient; OR Recipient is a contractor.

Federal Award Identification information required by 2 CFR § 200.332(a)(1)

- (i) Subrecipient name: **Tualatin Hills Park & Recreation District**
- (ii) Subrecipient's UEI number: **RU7UKNGZRUB6**
- (iii) Federal Award Identification Number (FAIN): **P23AP01538**
- (iv) Federal Award Date: **October 1, 2023**
- (v) Sub-award Period of Performance Start and End Date: **Date of execution to May 31, 2026**
- (vi) Total Amount of Federal Funds Obligated by this Agreement: **\$715,640.10**
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **\$623,000.00**
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$623,000.00**
- (ix) Federal award project description: **THPRD will complete full park development by implementing phase 2 of this project. Phase 2 will incorporate additional amenities**

including installing shade trees, shade structure over play area, picnic pavilion, perimeter pathway, landscaped swale, screen plantings, open field, additional park entrances, a “Teen Zone”, a toddler playground, and site furnishings.

- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: **National Park Service, Department of the Interior**
 - (b) Name of pass-through entity: **Oregon Parks and Recreation Department**
 - (c) Contact information for awarding official of the pass-through entity: **Lisa Sumption, State Liaison Officer (503) 986-0660**
- (xi) CFDA Number and Name: **15.916 Outdoor Recreation Acquisition, Development and Planning**
- (xii) Is Award R&D? **No**
- (xiii) Indirect cost rate for the Federal award: **0%**

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

TUALATIN HILLS PARK AND RECREATION DISTRICT

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By _____
Grantee's Legal Counsel

Date _____

Grantee Contact:

Gery Keck, Planning and Development Manager
Tualatin Hills Park and Recreation District
6220 SW 112th Ave., Ste 100
Beaverton, OR 97008
503-629-6305
g.keck@thprd.org

State Contact:

Nohemi Enciso, Grant Program Coordinator
725 Summer Street NE, Suite C
Salem, OR 97301
(503) 480-9092
nohemi.enciso@oprds.oregon.gov

STATE OF OREGON, by and through its
Department of Parks and Recreation

By _____
Stefanie Coons, Deputy Director of Business Administration

Date _____

APPROVAL RECOMMENDED

By _____
Nohemi Enciso, Grant Program Coordinator

Date _____

By _____
Michele Scalise, Grants and Community Programs Section
Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)

By: Approved by Sr. AAG Jeff Grant via email on
5/16/2024

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department Land and Water Conservation Fund Program Agreement

1. **Compliance with Law; Remedies:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the Project, including without limitation OAR chapter 736, Division 8 (the Land and Water Conservation Fund (LWCF) administrative rules) and laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, and source of income or mental or physical disability in the performance of this Agreement. Without limiting the generality of the forgoing, Grantee shall comply with the Federal Project Agreement, attached hereto as Attachment C as though the term “State” as used in Attachment C means “Grantee” except where the intent of the terms means only the State of Oregon. The benefit to be derived from full compliance by the Grantee with the terms of this Agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State of Oregon and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money and other assistance furnished under the terms of this Agreement, Grantee agrees that payment by the Grantee to State of an amount equal to the value of any assistance extended under this Agreement would be inadequate compensation to State for any breach by the Grantee of this Agreement.
2. **Compliance with Workers Compensation Laws:** Grantee shall ensure that each of its sub-grantees, contractors and subcontractors that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Liability insurance with coverage limits of not less than \$500,000 must be included. Should Grantee employ subject workers who work under this Agreement, Grantee shall provide workers' compensation coverage as required by Tribal law.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties. Notwithstanding any other provision to the contrary, if Grantee seeks any changes in either the Project Scope or the Project Budget (a “Project Change”) Grantee must obtain prior approval of State as specified below. The Grantee shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to State's approval of a Project Change. State may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event State approves Project Change, such Change must be reduced to writing and implemented as an amendment to this Agreement. The following Project Changes must be approved by State to be eligible for funding under this Agreement:
 - a. Any significant change or reduction in the Scope of Work described in the Project Description of Attachment B (Project Application, including the Project description and project budget).
 - b. Any deviation from the original Project Budget set forth in Attachment B. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.
4. **Records Maintenance and Access; Audit:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.

a. Access to Records and Facilities. OPRD, the Secretary of State of the State of Oregon (Secretary), the United States Department of the Interior, or their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the Secretary, the United States Department of the Interior and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of OPRD, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Audit Requirements.

i. Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantee shall, at Grantee's own expense, submit to State, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.

ii. Grantee shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and either State or State of Oregon.

5. **Use of Project Property:** Grantee agrees that the land within the LWCF Project boundary map described in the Project Scope (which is attached and incorporated into Attachment B) shall be dedicated and used in perpetuity for public outdoor recreation following the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD, National Park Service (NPS), and the Federal Department of the Interior. Further, Section 6(f)(3) of the LWCF Act requires that no property acquired or developed with LWCF assistance shall be converted to other than public outdoor recreation uses without the approval of the Secretary of the Department of the Interior. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed and safeguards shall be included to adequately ensure the perpetual use requirement contained in the LWCF Act. Property within the Project boundary acquired or developed with LWCF assistance shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless NPS and OPRD, or a successor agency, consents to removal of the dedication.

6. **Conversion of Property:** Grantee agrees that if the Grantee converts lands within the Project boundary to a use other than public outdoor recreation use or property interests are conveyed for private use or non-public outdoor recreation uses ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD and NPS within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal. Grantees must consult early with the OPRD when a conversion is under consideration or has been discovered.

7. **Public Access to the Project:** Grantee shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.
8. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of OPRD. Grantee has no right or authority to incur or create any obligation for or legally bind OPRD in any way. OPRD cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of OPRD, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
9. **Continued Operation:** Upon completion of the Project, Grantee shall be responsible for the operation and maintenance of said facility for public outdoor recreation in the manner and according to the standards set forth in the Department of the Interior Manual, which is incorporated herein by this reference.
10. **Contribution; Subcontractor Indemnity and Insurance:**
Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys' fees and expenses at trial, on appeal and in connection with any petition for review, arising out of or relating to Grantee, its officers, employees, or agents in connection with this Agreement or the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the federal government, the Oregon Bureau of Labor and Industries and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Project, arising from the Project or the actions or omissions of Grantee.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon the following:
 - a. OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - b. Grantee's compliance with the terms of this Agreement, including all Attachments; and
 - c. Grantee's representations and warranties set forth in Section 13 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third

person. Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

13. Representations and Warranties of Grantee. Grantee represents and warrants to State as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement, including all Attachments, or implied by law.

14. Repayment: In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State. Any funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Grantee shall return all such unexpended funds to State within 14 days after the earlier of expiration or termination of this agreement.

15. Termination: This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.

16. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
17. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement.
18. **Entire Agreement:** This Agreement, including all Attachments, constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
19. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
20. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
21. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
22. **DISALLOWANCE OF COSTS:**

22.1 Agency Not Responsible for Disallowed Expenses. Agency neither is responsible for nor shall it pay for any expenses disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Agency except for costs incurred by Grantee solely due to the negligence of Agency, its employees, officers, or agents. If an expense is disallowed by Agency after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Agency, either demonstrate to the satisfaction of Agency that such disallowance is in error or make repayment of such expense.

22.2 Recovery of Disallowed Expenses. If Grantee is a county, such disallowed expenses may be recovered by Agency only through repayment or withholding to the extent permitted by the Oregon Constitution, and particularly Article XI, Section 10. If Grantee is other than a county, Agency may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise. Grantee may, at its option, satisfy its obligation to return such expenses under this Section by paying to Agency the amount of the costs or permitting Agency to recover the amount of the funds from future payments to Grantee from Agency. If Grantee fails to return the amount of the expenses within fifteen (15) days after the earlier of written demand from Agency, Grantee shall be deemed to have elected the deduction option and Agency may deduct the amount demanded from any future payment from Agency to Grantee, including but not limited to: (i) any payment to Grantee from Agency under this Agreement, (ii) any payment to Grantee from Agency under any other contract or agreement, present or future, between Agency and Grantee, and (iii) any payment to Grantee from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. Agency shall notify Grantee in writing of its intent to recover funds and identify the program from which the deduction will be made. Grantee shall have the right to, not later than fourteen (14) calendar days from the date of Agency's notice, request the deduction be made from a future payment(s) identified by Grantee. To the extent that Agency's recovery of funds from the future payment(s) suggested by Grantee is feasible, Agency shall comply with Grantee's request. In no case without the prior consent of Grantee, shall the amount of recovery deducted from any one obligation owing to Grantee exceed twenty-five percent (25%) of the amount from which the deduction was taken. Agency may seek recovery from as many future payments as necessary to fully recover the amount of funds. Agency's right to recover funds from Grantee under this subsection is not subject to or conditioned on Grantee's recovery of money from any subcontractor or sub-recipient. The terms of this section shall survive the termination of this agreement.

22.3 Grantee Cooperation. Grantee shall cooperate with Agency and all appropriate investigative agencies and shall assist in recovering invalid payments.

23. **Build America, Buy America Act Requirements:** As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all contracts, subcontracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the

components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

LWCF Grant Agreement – Attachment B

Project Scope of Work and Budget

41-01637 / OP2573

Abbey Creek Park Phase 2

Project Scope:

Construct walkways and a stair connection, tiered seating, a “Teen Zone”, an open field, and a grass berm. Add a playground and surfacing, shade sail, picnic shelter, trees, plantings, landscaped swale, open field, and site furnishings.

Budget Summary:

Grant Funds/Maximum Reimbursement	\$623,000.00 (50.00%)
Grantee Match Participation	\$623,000.00 (50.00%)
Total Project Cost	\$1,246,000.00

Project Budget:

Expense Item	Cost or Valuation
Mobilization	\$258,000.00
Demolition	\$43,000.00
Site Development	\$195,000.00
Hardscaping & Paving	\$85,700.00
Landscaping	\$172,000.00
Site Furnishings (benches, picnic tables, bike rack, trash receptacles, split rail fencing, etc.)	\$68,200.00
Picnic Pavilion	\$133,500.00
Play Equipment	\$62,600.00
Play Area Surfacing	\$47,200.00
Shade Structures	\$168,800.00
Cultural resources survey (pre-award)	\$12,000.00
Total Project Cost	\$1,246,000.00

Source of Match:

Source	Amount
Tualatin Hills Park & Recreation District Budgeted Funds (System Development Charges)	\$623,000.00
Total Match	\$623,000.00

Attachment C: Federal Grant Agreement

Grant Agreement P23AP01538 / 41-01637

Page 1 of 21

Grant Agreement

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

AND

OREGON PARKS AND RECREATION DEPARTMENT

Table of Contents

I.	LEGAL AUTHORITY	2
II.	PERFORMANCE GOALS AND PROJECT OBJECTIVES	2
III.	PUBLIC PURPOSE.....	2
IV.	STATEMENT OF WORK	2
V.	RESPONSIBILITIES OF THE PARTIES	2
VI.	COST-SHARE REQUIREMENT	3
VII.	PRE-AWARD INCURRENCE OF COSTS.....	3
VIII.	AWARD AND PAYMENT	4
IX.	REPORTS AND/OR OUTPUTS/OUTCOMES	5
X.	AWARD SPECIFIC TERMS AND CONDITIONS.....	6
XI.	STANDARD TERMS AND CONDITIONS	7
XII.	ATTACHMENTS.....	20

I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This project will increase public outdoor recreation opportunity for county residents by developing Abbey Creek Park in Washington County, Oregon. This project will develop outdoor recreation infrastructure for people of all ages.
- B. Project Objectives – When complete, this park will offer visitors accessible outdoor recreation facilities for all ages, including toddler, school-age and teen-zone specific recreation amenities.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

Through this grant, Tualatin Hills Park and Recreation Department (THPRD) will complete full park development by implementing phase 2 of this project. Phase 2 will incorporate additional amenities including installing shade trees, shade structure over play area, picnic pavilion, perimeter pathway, landscaped swale, screen plantings, open field, additional park entrances, a “Teen Zone”, a toddler playground, and site furnishings.

The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

V. RESPONSIBILITIES OF THE PARTIES

- A. The Recipient agrees to:

1. Administer the grant to the Subrecipient, who shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
 2. Develop Abbey Creek Park.
 3. Ensure Subrecipient compliance with the requirements of 2 CFR 200. The Recipient must identify the selected subrecipient and provide the associated project and budget narratives to the NPS for review prior to making the subaward.
 4. Ensure the Subrecipient selects qualified subcontractors and submits documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
 5. Conduct inspections of the project site in accordance with the State’s inspection agreement and Attachment A, Part III.B.
 6. Verify the Subrecipient’s actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
 7. Collect and submit annual and final performance and financial reports in accordance with Article IX.
 8. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.
- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST-SHARE REQUIREMENT

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is authorized for reimbursement of, or use as match, costs up to \$12,000.00 incurred on or after July 13, 2023. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project

budget. These costs must be charged to the initial budget period of the award and in accordance with the approved cost-share ratio.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$715,640.10 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request

- additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
 - D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
 - E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

X. AWARD SPECIFIC TERMS AND CONDITIONS

- A. The initial performance and federal financial reports shall specifically identify and report on activities performed and costs incurred during the pre-award period before award issuance as identified in Article VII.
- B. Section 106 activities, and a NEPA certification signed by the National Park Service, prior to the start of ground disturbing activities.
- C. Development and use of an inadvertent discovery plan is required.

XI. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must adhere the DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

- A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

NOT APPLICABLE

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

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

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

- d) Any other criminal, civil, or administrative proceeding if:
1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

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

E. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)

NOT APPLICABLE

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov, Create Accessible Digital Products](#). All accessible digital content must conform to the requirements and techniques of the [Web Content Accessibility Guidelines \(WCAG\) 2.0 or later, Level AA Success Criteria](#).

- a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting

additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of

an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “[Buy America](#)” [Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are

mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica/. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination

by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

XII ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)

Attachment C. SF-424 – Application for Federal Assistance

Attachment D. SF-424C – Budget Information for Construction Programs

Attachment E. SF-424D – Assurances for Construction Programs

Attachment F. Project Application and Attachments

Attachment G. 36 CFR Part 59

ATTACHMENT A
LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

Budget Narrative

Sponsor: Tualatin Hills Park & Recreation District
 State: Oregon
 Indirect Cost Rate: 14.87%
 Project Name: Abbey Creek Park Phase 2
 Project Number: 41-01637
 Date: 7/25/2023

Item	Cost
Mobilization	\$258,000.00
Demolition	\$43,000.00
Site Development	\$195,000.00
Hardscaping & Paving	\$85,700.00
Landscaping	\$172,000.00
Site Furnishings (benches, picnic tables, bike rack, trash receptacles, split rail fencing, etc.)	\$68,200.00
Picnic Pavilion	\$133,500.00
Play Equipment	\$62,600.00
Play Area Surfacing	\$47,200.00
Shade Structures	\$168,800.00
Cultural resources survey (pre-award)	\$12,000.00
Subtotal	\$1,246,000.00
Indirect Cost	\$185,280.20
Total	\$1,431,280.20
Federal share of project costs	\$623,000.00
Federal share of indirect costs	\$92,640.10
Total Federal Share	\$715,640.10
% Federal Share	50.00%

State share of indirect costs	\$92,640.10
Sponsor share of project costs	\$623,000.00
	\$715,640.10

SF-424C entries:	
Demolition and removal	\$43,000.00
Site work	\$12,000.00
Construction	\$1,122,800.00
Miscellaneous	\$68,200.00
Administrative & legal expenses	\$185,280.20
Total direct project costs:	\$1,431,280.20



41-01637, Abbey Creek Park Phase 2

North Bethany, Washington County, Oregon

Proposed Federal Action

Approval of a Land and Water Conservation Fund (LWCF) grant to partially fund grant number 41-01637, Abbey Creek Park Phase 2, which includes planting shade trees, construction of a shade structure over the play area, adding a picnic pavilion, a perimeter pathway, a landscaped swale, screen plantings, additional park entrances, a “Teen Zone”, a toddler playground, and site furnishings.

Categorical Exclusion

On the basis of the environmental impact information in the LWCF grant file, including the public and agency involvement documented on the associated Application and Revision (A&R) Form, I am categorically excluding the described project from further National Environmental Policy Act (NEPA) analysis. The action is fully described in National Park Service - NEPA Handbook (2015), Section 3.3. This grant has been environmentally certified F(5) which states: **“Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:**

- a. **conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;**
- b. **introduce motorized recreation vehicles;**
- c. **introduce active recreation pursuits into a passive recreation area;**
- d. **increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or**
- e. **add or alter access to the park from the surrounding area.”**

None of the extraordinary circumstances described in the National Park Service - NEPA Handbook (2015), Section 3.5 apply to this project.

Keilah Spann

Keilah Spann

Supervisory Compliance Officer

Land and Water Conservation Fund Program

National Park Service - Interior Regions 6, 7, and 8

05/13/2024

Date

ENCISO Nohemi * OPRD

From: Stannard, Sarah E <Sarah_Stannard@nps.gov>
Sent: Monday, May 13, 2024 10:41 AM
To: ENCISO Nohemi * OPRD
Cc: Csaposs, Henry E
Subject: 41-01637: Special Condition 10.B. Complete
Attachments: 41-01637_AbbeyCreek_CEf5.pdf

Hi Nohemi,

Special Condition 10.B. in the grant agreement for 41.06137 has been met and the sponsor of this project may move to ground disturbing activities. The categorical exclusion for this project F(5) is attached for your records.

Please remember the sponsor must develop and use an inadvertent discovery plan for this project.

Let me know if you have any questions.

Thanks!

Sarah Stannard

Outdoor Recreation Planner - Program Officer

Land and Water Conservation Fund

Office Phone: (402) 661-1934 | **Email:** sarah_stannard@nps.gov

Office: 601 Riverfront Drive Omaha, NE 68102



From: CLEARANCE ORSHPO * OPRD <ORSHPO.Clearance@opr.oregon.gov>
Sent: Monday, April 15, 2024 4:06 PM
To: Stannard, Sarah E <Sarah_Stannard@nps.gov>
Subject: [EXTERNAL] RE: Final Determination of Effect for LWCF Project 41-01637

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

THIS E-MAIL CONFIRMS RECEIPT OF AN ELECTRONIC SUBMISSION FOR AN HISTORIC RESOURCE/106 REVIEW
THIS E-MAIL DOES NOT REPRESENT CONCLUSION OF THE REVIEW/106 CONSULTATION.....

We received a clearance submission on your above referenced project. Thank you.

ATTACHMENT D

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. Grantee must follow this IDP should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Grantee, including any and all individuals, organizations, contractors, or companies associated with the Project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.
- Historic building materials such as nails, glass, metal such as cans, barrel rings, farm implements, ceramics, bottles, marbles, beads.
- Layers of discolored earth resulting from hearth fire
- Structural remains such as foundations
- Shell Middens (mounds)
- Human skeletal remains and/or bone fragments which may be whole or fragmented.

If in doubt call in the State Historic Preservation Office (SHPO).

DISCOVERY PROCEDURES: WHAT TO DO IF SOMETHING IS FOUND

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Grantee will need to contact a professional archaeologist to assess the find.
4. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, work may continue.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**
4. Notify:
 - Contracted Archaeologist (if applicable)
 - Oregon State Police - **DO NOT CALL 911** 503-378-3720
 - SHPO 503-986-0690

- LCIS (Legislative Commission on Indian Services) 503-986-1067
 - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
 6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Grantee shall make best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to Grantee. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.



MEMORANDUM

DATE: May 21, 2024
TO: Doug Menke, General Manager
FROM: Jared Isaksen, Finance Director
RE: **Resolution Adopting District Investment Policy**

Introduction

The district's existing investment policy needs to be adopted annually as required by ORS 294.135(a).

Background

The district's existing investment policy was amended in 2023 to bring the policy in line with the Oregon Short Term Fund Board sample policy recommendations and state statute.

Oregon Revised Statutes (ORS Chapter 294.135(a)) requires public agencies investing in securities with maturities longer than 18 months to annually adopt their investment policies. The policy was last reviewed and adopted in June 2023 with updates to align to state statute and Oregon Short Term Fund Board recommendations. Government Finance Officers Association (GFOA) Best Practices also dictate that agencies adopt an investment policy.

The district has entered into a contract with Government Portfolio Advisors (GPA) for Financial Advisory Services for the district's investment portfolio and program. After review of the policy this year, GPA has no recommended updates for 2024 (see attached memo from Government Portfolio Advisors).

Proposal Request

Board of director's consideration of approval of the attached resolution adopting the district's investment policy.

Outcomes of Proposal

With the adoption of the investment policy the district, through the work of GPA, will be able to continue to better manage the district's investments of General Fund and SDC Fund excess resources and increase the interest revenue that would have otherwise been earned.

Action Requested


Board of directors' approval of Resolution 2024-10 amending the district's investment policy and guidelines.

MEMO

To: Jared Isaksen, Finance Director – THPRD
From: Deanne Woodring and Whitney Maher – GPA
Date: May 3, 2024
Re: Investment Policy Review and Update 2024

ORS 294.135(a) requires local governments investing in securities with maturities longer than 18 months to annually adopt their investment policies. The policy was last reviewed and adopted in June 2023 with updates to align to state statute and Oregon Short Term Fund Board recommendations. After review of the policy this year, GPA has no recommended updates for 2024.

Thank you,



Deanne Woodring, CFA
President

RESOLUTION NO. 2024-10

TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

RESOLUTION ADOPTING INVESTMENT POLICY AND GUIDELINES

WHEREAS, the Tualatin Hills Park and Recreation District Board of Directors must adopt a policy to provide guidelines for investment of short-term operating and capital funds, including bond proceeds and bond reserve funds; and

WHEREAS, the existing policy, adopted in June 2023, needs to be reviewed and approved annually to comply with Oregon Revised Statutes (ORS Chapter 294.135(a)); and

WHEREAS, the current policy provided requires no adjustment of the 2023 policy, as recommended by the investment portfolio advisors.

THE TUALATIN HILLS PARK & RECREATION DISTRICT RESOLVES AS FOLLOWS:

Section 1. The Board of Directors adopts the Investment Policy and Portfolio Guidelines attached as an Exhibit to this resolution.

Section 2. This resolution takes effect immediately upon its adoption by the Board of Directors.

Adopted by the Board of Directors this 12th day of June 2024.

Alfredo Moreno
President

Barbie Minor
Secretary

ATTEST:

Jessica Collins
Recording Secretary



Investment Policy

June 12, 2024

Table of Contents

1. Purpose.....	3
2. Governing Authority	3
3. Scope.....	3
4. General Objectives	3
5. Standards of Care.....	4
6. Transaction Counterparties	5
7. Administration and Operations.....	7
8. Authorized and Suitable Investments	9
9. Investment Parameters.....	11
10. Investment of Proceeds from Debt Issuance	13
11. Investment of Reserve or Capital Improvements.....	13
12. Guideline Measurement and Adherence	13
13. Reporting and Disclosure.....	14
14. Policy Maintenance and Considerations.....	15
Glossary of Terms.....	16

1. Purpose

This Investment Policy defines the parameters within which funds are to be invested by the Tualatin Hills Park and Recreation District (district). This policy formalizes the framework, pursuant to ORS 294.135, for the district's investment activities to ensure effective and judicious management within the scope of this policy.

2. Governing Authority

The district's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

This Policy has been adopted by Resolution #2023-07 by the THPRD Board of Directors on June 14, 2023, and replaces the district's previously adopted policy dated May 10, 2010.

3. Scope

This policy applies to activities of the district with regard to investing the financial assets of shorter-term operating funds, capital funds including bond proceeds and bond reserve funds. Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$5 million and \$200 million.

4. General Objectives

A. Preservation of Invested Capital

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short-Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

C. Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages

active trading and turnover of investments. Investments should generally be held to maturity.

5. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy. The “prudent person” standard states:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the district. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

C. Delegation of Authority and Responsibilities

i. Governing Body

The board of directors will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.

ii. Delegation of Authority

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the Finance Director, or designee (hereinafter referred to as Investment Officer), and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Investment Advisor

The Finance Director may engage the services of one or more external investment managers to assist in the management of the district investment portfolio in a manner consistent with this investment policy. Investment advisors may be hired on a discretionary or a non-discretionary basis. If the district hires an investment advisor to provide investment management services, the advisor is authorized to transact with its direct dealer relationships on behalf of the district.

6. Transaction Counterparties

A. Broker/Dealers

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
 - a. Be registered with the Securities and Exchange Commission (SEC)
 - b. Be registered with the Financial Industry Regulatory Authority (FINRA)
 - c. Provide most recent audited financials
 - d. Provide FINRA Focus Report filings
- ii. Approved broker/dealer employees who execute transactions with the district must meet the following minimum criteria:
 - a. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
 - b. Be licensed by the state of Oregon;
 - c. Provide certification (in writing) of having read, understood, and agreed to comply with the most current version of this investment policy.
- iii. Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:

- a. Pending investigations by securities regulators
 - b. Significant changes in net capital
 - c. Pending customer arbitration cases
 - d. Regulatory enforcement actions
- iv. The Investment Officer shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the district for investment purposes.

The Investment Officer may utilize the investment advisor's approved broker/dealer list in lieu of the district's own approved list. The advisor must submit the approved list to the district annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures should include:

- a. FINRA Certification check
 - Firm Profile
 - Firm History
 - Firm Operations
 - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
 - State Registration Verification
- b. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide the district with any changes to the list prior to transacting on behalf of the district.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the district with the broker/dealers on the approved list. The district will receive documentation directly from the brokers for account verification and regulatory requirements.

B. Investment Advisors

A list will be maintained of approved advisors selected by conducting a process of due diligence.

- i. The following items are required for all approved Investment Advisors:
 - a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon).
 - b. All investment advisor firm representatives conducting investment transactions on behalf of the district must be registered representatives with FINRA.
 - c. All investment advisor firm representatives conducting investment transactions on behalf of the district must be licensed by the state of Oregon.

- d. Certification, by all of the advisor representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.
- ii. A periodic (at least annual) review of all authorized investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The investment Advisor must notify the district immediately if any of the following issues arise while serving under a district contract:
 - a. Pending investigations by securities regulators.
 - b. Significant changes in net capital.
 - c. Pending customer arbitration cases.
 - d. Regulatory enforcement actions.

C. Depositories

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

D. Competitive Transactions

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- iv. If an investment advisor provides investment management services, the advisor must retain documentation of competitive pricing execution on each transaction and provide upon request.

7. Administration and Operations

A. Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the district safekeeping institution prior to the release of funds.

B. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the district. All securities will be evidenced by safekeeping receipts in the district's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16. The district will have online

access through the safekeeping bank for verification of the account holdings and transactions. The district may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

C. Internal Controls

The Finance Director is responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the district.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- i. Compliance with investment policy constraints and requirements
- ii. Control of collusion
- iii. Segregation of duties and separation of responsibilities for trade execution, accounting, and record keeping
- iv. Custodial safekeeping
- v. Avoidance of physical delivery of securities wherever possible and address control requirements for physical delivery where necessary
- vi. Clear delegation of authority
- vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
- viii. Dual authorizations of wire and automated clearing house (ACH) transfers
- ix. Staff training
- x. Review, maintenance and monitoring of security procedures both manual and automated
- xi. Timely reconciliation of custodial reports
- xii. Appropriate security for online transactions and access to bank accounts and bank data

An external auditor shall provide an annual independent review to assure compliance with Oregon state law and district policies and procedures.

D. Accounting Method

The district shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

E. Pooling of Funds

Except for cash in certain restricted and special funds, the district will consolidate balances from all funds to maximize investment earnings. Investment income will be allocated to

the various funds based on their respective participation and in accordance with generally accepted accounting principles.

8. Authorized and Suitable Investments

A. Permitted Investments

All investments of the district shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for custodial officer), and ORS 294.805 to 294.895 (Local Government Investment Pool). If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by The Tualatin Hills Park & Recreation District Board of Directors. Minimum credit ratings and percentage limitations apply to the time of purchase.

The following lists allowable investment types:

US Treasury Obligations: Direct obligations of the United States Treasury whose payment is guaranteed by the United States. [ORS Section 294.035(3)(a)]

US Agency Obligations: Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSE) and whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government. [ORS Section 294.035(3)(a)]

Municipal Debt: Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization. [ORS Section 294.035(3)(c)]

Corporate Indebtedness: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization. [ORS Section 294.035(3)(i)]

Commercial Paper: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer. [ORS Section 294.035(3)(i)]

Certificates of Deposit: Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bank Time Deposit/Savings Accounts: Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)(e)].

Bankers' Acceptances: A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organization. For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon. [ORS 294.035(3)(h)]

Local Government Investment Pool: State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

B. Collateralization

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the state collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under the district's management.

C. Approval of Permitted Investments

If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the district.

D. Prohibited Investments

- i. The district shall not invest in "144A" private placement securities, this includes commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.
- ii. The district shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- iii. The district shall not purchase mortgage-backed securities.
- iv. The district shall not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.
- v. No commitment to buy or sell securities may be made more than 14 days prior to the anticipated settlement date.

9. Investment Parameters

A. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

- i. Diversification: It is the policy of the district to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type, Allowed security types and Investment exposure limitations are detailed in the table below.
- ii. Credit Ratings: Investments must have a rating from at least one of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.
- iii. The minimum weighted average credit rating of the portfolio's rated investments shall be AA-/Aa3/AA- by Standard & Poor's; Moody's Investors Service; and Fitch Ratings Service respectively.
- iv. Diversification and Credit Exposure Constraints: The following table limits exposures among investments permitted by this policy.

Total Portfolio Diversification Constraints

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Bonds (OR, CA, ID, WA)	25%	10%	AA- / Aa3 Short Term*	5.25 years
Corporate Notes	35%**	5%***	AA- / Aa3	5.25 years
Commercial Paper			A1 / P1	270 days
Bank Time Deposits/Savings	20%	20%	Oregon Public Depository	N/A
Certificates of Deposit	20%	10%	Oregon Public Depository	5.25 years
Banker's Acceptance	20%	10%	A1 / P1	180 days
Oregon Short-Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

*Short Term Ratings: Moody's - P1/MIG1/VMIG1. S&P - A-1/SP-1, Fitch F1

**35% maximum combined corporate and commercial paper per ORS.

***Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

B. Determining a Security's Rating

A single rating will be determined for each investment by utilizing the highest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

C. Investment Maturity

- i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate risk.
- ii. The district will not directly invest in securities maturing more than 5.25 years* from the date of purchase.
- iii. The maximum weighted maturity of the total portfolio shall not exceed 2.00 years. This maximum is established to limit the portfolio to excessive price change exposure.
- iv. Liquidity funds will be held in the State Pool or in money market instruments generally maturing one year and shorter.
- v. Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between one day and 5.25 years and will be only invested in higher quality and liquid securities.

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	2.0 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

*Exception to 5.25-year maturity maximum: Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

10. Investment of Proceeds from Debt Issuance

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturity matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

11. Investment of Reserve or Capital Improvements

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities with a maturity of 5.25 years at the maximum when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the district, municipality, district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used. Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

12. Guideline Measurement and Adherence

A. Guideline Measurement

Guideline measurements will use market value of investments.

B. Guideline Compliance

- i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Tualatin Hills Park & Recreation District Board of Directors.
- iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

13. Reporting and Disclosure

A. Compliance

The Investment Officer shall prepare a report at least quarterly that allows the district board of directors to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- i. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- ii. Average maturity of the portfolio at period-end
- iii. Maturity distribution of the portfolio at period-end
- iv. Average portfolio credit quality of the portfolio at period-end
- v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
- vi. Distribution by type of investment
- vii. Transactions since last report
- viii. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

B. Performance Standards/Evaluation

- i. The district yields will be compared to the OST Pool rates.
- ii. The portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- iii. When comparing the performance of the district's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

C. Audits

The investment Officer shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

D. Reporting Requirements

The Investment Officer will retain and provide quarterly investment reports to the board of directors in a similar manner as outlined in ORS 208.090. The reports also will be available upon request. Securities holdings and cash balances held in the investment portfolio will be provided on the reports.

The minimum quarterly reporting requirements for total portfolio are as follows:

- Earnings Yield
- Holdings Report (including mark to market)
- Transactions Report
- Weighted Average Maturity or Duration
- Compliance Report

14. Policy Maintenance and Considerations

A. Review

The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

B. Exemptions

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

C. Policy Adoption and Amendments

This Investment Policy and any modifications to this policy must be formally approved in writing by the Tualatin Hills Park & Recreation District Board of Directors. Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the Tualatin Hills Park & Recreation District Board of Directors for approval.

Glossary of Terms

Accrued Interest: The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

Agency Securities: See “Federal Agency Securities.”

Bankers’ Acceptance (BA’s): A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers’ acceptances are traded at a discount from face value as a month market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point: A basis point is a unit of measure used in finance to describe the percentage change in the value or rate of a financial instrument. One basis point is equivalent to 0.01% (1/100th of a percent) or 0.0001 in decimal form. In most cases, it refers to changes in interest rates and bond yields.

Benchmark: A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio’s investments.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and it is usually secured by specific assets. Most bonds have a maturity of greater than one year and in general, pay interest semiannually.

Broker/Dealer: A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers, and receives a commission for the services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning an inventory of securities, whereas a broker merely matches up buyers and sellers.

Call: An option to buy a specific asset at a certain price within a certain period of time.

Callable: A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

Call Date: The date before maturity on which a bond may be redeemed at the option of the issuer.

Certificate of Deposit (CD): Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity).

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by a company or financial institution. Issued at a discount and matures at par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Core Fund: Core funds are defined as operating fund balance which exceeds THE DISTRICT’s daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in

the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Corporate Note: A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Coupon Rate: The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

Current Yield: The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Delivery Versus Payment (DVP): Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC): A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Discount Notes: Short term debt obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Discount Notes typically have very large primary (new issue) and secondary markets.

Federal Agency Security: A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency: Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets.

Federal Farm Credit Banks Funding Corporation (FFCB): A Government Sponsored Enterprise (GSE) system that is a network of cooperatively owned lending institutions that provide credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit

risk due to its importance to the U.S. Financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Home Loan Bank System (FHLB): A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"): One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"): One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank: One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed): The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven-member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury. Also known as “government securities.”

Government Sponsored Enterprise (GSE): Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing

sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and FFCB.

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Interest Rate: The interest payable each year on borrowed funds, expressed as a percentage of the principal.

Investment Advisor: A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Portfolio: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the district.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state or its agencies. The interest on “munis” is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency’s taxation powers.

NRSRO: A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating such as Moody’s, S&P, Fitch and Duff & Phelps.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security, or the amount of money due at maturity. Par value should not be confused with market value.

Prudent Person Standard: Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee will act with care, skill, prudence, and diligence under the circumstances the prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the entity.

Rate of Return: Amount of income received from an investment, expressed as a percentage of the amount invested.

State of Oregon Local Government Investment Pool (OSTF – Oregon Short Term Fund): The OSTF is organized pursuant to ORS 294.805 through 294.895. Participation in the Pool will not exceed the maximum limit annually set by ORS 294.810.

Total Return: Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

Ratings Table – Long-Term

Three Highest Rating Categories	S&P	Moody's	Fitch	Definition
	AAA	Aaa	AAA	Highest credit quality
	AA+, AA, AA-	Aa1, Aa2, Aa3	AA+, AA, AA-	Very high credit quality
	A+, A, A-	A1, A2, A3	A+, A, A-	High credit quality
	BBB+, BBB, BBB-	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	Good credit quality
	BB+, BB, BB-	Ba1, Ba2, Ba3	BB+, BB, BB-	Non-investment grade

Ratings Table – Short-Term

Highest Rating Category	S&P	Moody's	Fitch	Definition
	A1+, A1	P1+, P1	F1+, F1	Highest credit quality
	Municipal Commercial Paper			
	A-1, A-1+, SP-1+, SP-1	P1, MIG1, VMIG1	F1+, F1	Highest credit quality



MEMORANDUM

DATE: May 24, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment**

Introduction

Staff are seeking board approval of Resolution No. 2024-11 (Attachment 1), the System Development Charge (SDC) annual cost adjustment for 2024, and direction to staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2024. Additionally, staff wish to inform board members of proposed draft amendments to the district's SDC Administrative Procedures Guide (APG) that staff expect to bring to the August meeting for board review.

Background

SDC Indexed Rate Annual Cost Adjustment:

The board of directors approved a resolution implementing the SDC program on November 17, 1998. The resolution provided the board of directors with the method to annually adjust SDC rates. The current 2020 SDC methodology (2020 methodology) was adopted by board Resolution No. 2020-25 and the current SDC rates were adopted by board Resolution No. 2023-06. The 2020 methodology recommended the continued use of an inflationary adjustment factor based on the percentage change in land value within the district as shown by Washington County Tax Assessor records and the annual percentage change in construction costs as shown within the Engineering News Record (ENR) January Construction Cost Index for Seattle. Incorporated into the SDC Administrative Procedures Guide (SDC APG) approved by the board on August 10, 2022, section 4.B. of the SDC APG directs staff to recommend adjustments to SDC rates based on the following formula:

$$\begin{aligned} & \text{Change in Average Market Value} \times 0.50 \\ & + \text{Change in Construction Cost Index} \times 0.50 \\ & = \text{Parks and Recreation System Development Charge Adjustment Factor} \end{aligned}$$

The SDC APG directs staff to calculate rate adjustments on or about June 1 of each year to account for changes in the expected costs of debt service and of acquiring and constructing facilities.

THPRD's SDC consultant, Deborah Galardi of the Galardi Rothstein Group, has submitted information (Attachment 2) that provides the figures to be used to obtain the adjustment factor noted below:

Annual Inflation Adjustment		
Cost Index	Weight ¹	% Increase
Land ²	50%	+3.000%
Development ³	50%	+1.190%
Recommended SDC Adjustment		+2.095%

¹2020 SDC Methodology (Section 3.4.1 Inflationary Adjustments).

²Washington County Assessor's Office. Annual Increase average market value of undeveloped residential land within the district.

³ Engineering News Record Construction Cost Index (Seattle), 12 month increase ending Jan 2024.

The following table shows the impact of implementing the annual adjustment index.

Tualatin Hills Park & Recreation District 2024 System Development Charge Annual Adjustment - Implementation Analysis*				
Category/Area	Current SDCs	Index-Based Adjustment ¹	Recommended New SDC Fee for FY2024/25	Recommended New Fee with Admin Charge ²
Districtwide - Residential				
Single Family Average	\$13,482	\$282	\$13,764	\$14,123
SQ FT Category Basis				
<1,500 SQ FT	\$10,665	\$223	\$10,888	\$11,172
1,500-2,500 SQ FT	\$12,577	\$263	\$12,840	\$13,174
2,501-3,500 SQ FT	\$14,338	\$300	\$14,638	\$15,018
>3,500 SQ FT	\$15,344	\$321	\$15,665	\$16,073
Multi-Family Residential	\$10,112	\$212	\$10,324	\$10,592
Accessory Dwelling Unit (ADU)	\$5,484	\$115	\$5,599	\$5,744
Senior Housing	\$7,546	\$158	\$7,704	\$7,905
North Bethany - Residential				
Single Family Average	\$16,063	\$337	\$16,400	\$16,825
SQ FT Category Basis				
<1,500 SQ FT	\$12,706	\$266	\$12,972	\$13,310
1,500-2,500 SQ FT	\$14,984	\$314	\$15,298	\$15,695
2,501-3,500 SQ FT	\$17,082	\$358	\$17,440	\$17,893
>3,500 SQ FT	\$18,281	\$383	\$18,664	\$19,149
Multi-Family Residential	\$12,048	\$252	\$12,300	\$12,619
ADU	\$6,533	\$137	\$6,670	\$6,843
Senior Housing	\$8,990	\$188	\$9,178	\$9,418
Non-Residential – All Areas**				
New Employee	\$631	\$13	\$644	\$662

*All figures are rounded to the nearest dollar

** Non-Residential fees are calculated with the New Employee figure as shown in Attachment 2, Table 3.

¹Change in SDC fee due to +2.095% index-based adjustment applied

²SDC Administration charge (2.6%) as calculated in Attachment 2, Table 2

The district decided to move forward with a 9.94% inflationary SDC adjustment in June 2023. The district's decision was made to ensure THPRD's continued ability to fund its five-year SDC Capital Improvement Program (CIP) and was based on the inflationary trends beginning in mid-2021 that increased land acquisition and construction costs. Additional inflationary updates are needed to ensure the district has sufficient funding to continue delivering projects on THPRD's five-year SDC CIP project list, adopted by the board via Resolution No. 2024-03, and to ensure THPRD's 20-year SDC Capital Project List, adopted by the board via Resolution No. 2020-27 and updated via Resolution No. 2024-01, continues to be fully funded.

Draft SDC APG Amendments:

In addition to work determining the annual indexed SDC rate adjustment, staff have reviewed the district's APG and have identified several needed updates including:

1. *Clarify the Definition of the term "SDC Credit Agreement" within the APG (Section 2.)*
2. *Better Align the APG with the adopted 2020 methodology (Section 4.A.)*
3. *Memorialize Current Escrow Credit Practice within SDC Credit Policy (Section 7.A.- N.)*
4. *Better Recover the Cost of Reviewing Processing an SDC Appeal (Section 9.A.)*

Staff are prepared to return to the board in August to review and seek approval of the updates.

Proposal Request

Staff are seeking board approval of Resolution No. 2024-11 to approve the System Development Charge annual cost adjustment for 2024, and to direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2024.

Additionally, staff are seeking to inform board members of future draft amendments to the district's APG that staff expect to bring to the August meeting for board review.

Outcomes of Proposal

Annual adjustments to SDC rates are essential to ensuring THPRD is able to meet the parks and recreation needs of our district's growing population by funding the five- and 20-year SDC CIP projects that allow the district to achieve the level of service targets detailed within the adopted 2020 methodology.

The APG updates will provide clarity on the implementation of the district's SDC program and facilitates the continued implementation of the district's 2020 methodology.

Public Engagement

Public engagement was completed during the development of the 2020 methodology. During that engagement process staff coordinated with individuals on the district's SDC interested party list and local agency partners.

Public engagement is not considered as a part of the annual SDC rate adjustment or APG amendment processes; however, in the spirit of transparency, staff emailed a copy of the SDC rate adjustment proposal for 2024 to all parties on THPRD's SDC interested party list. The email included the district's timeline for taking the information to the board.

Action Requested

Staff are seeking board approval of Resolution No. 2024-11 to approve the System Development Charge annual cost adjustment for 2024, and to direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2024.

RESOLUTION NO. 2024-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TUALATIN HILLS PARK & RECREATION DISTRICT APPROVING SYSTEM DEVELOPMENT CHARGE ANNUAL COST ADJUSTMENT

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) has by resolution (dated and signed November 17, 1998) adopted a System Development Charge (SDC) (hereinafter the “SDC Resolution”); and

WHEREAS, the THPRD board approved the SDC Administrative Procedures Guide (SDC APG) on August 10, 2022; and

WHEREAS, Section 4(f) of the SDC Resolution and Section 4.B. of the SDC APG provides for the annual adjustment of SDCs based on adopted cost indexes to account for changes in the costs of acquiring land and constructing park and recreation facilities; and

WHEREAS, the THPRD board adopted the current SDC methodology by Resolution No. 2020-25; and

WHEREAS, annual review of the district’s SDC rates in light of applicable cost indexes is appropriate at this time.

NOW THEREFORE, the Tualatin Hills Park & Recreation District resolves:

Section 1: Pursuant to Section 4(f) of the SDC Resolution and Section 4.B. of the SDC APG, the following SDC annual cost adjustment is hereby approved:

Land Value	3.000% X 0.500 = 1.500%
Construction Costs	<u>+ 1.190% X 0.500 = 0.595%</u>
	100% = 2.095%

Section 2: The adjustment shall increase Tualatin Hills Park & Recreation District SDC fees using the SDC methodology set forth under Resolution No. 2020-25 as follows:

RESOLUTION NO. 2024-11

Tualatin Hills Park & Recreation District
2024 System Development Charge Annual Adjustment - Implementation Analysis

Development Type	Persons per Unit	Current SDC	Index-Based SDC Adjustment ¹	FY 2024/25 SDC ²	FY 2024/25 SDC w/Admin Charge ³
Residential \$/ Dwelling Unit					
District-Wide					
<i>Single-Family</i>					
Class Average Basis	2.68	\$13,482	\$282	\$13,764	\$14,123
SQ FT Category Basis					
<1,500 SQFT	2.12	\$10,665	\$223	\$10,888	\$11,172
1,500-2,500 SQFT	2.50	\$12,577	\$263	\$12,840	\$13,174
2,501-3,500 SQFT	2.85	\$14,338	\$300	\$14,638	\$15,018
>3,500 SQFT	3.05	\$15,344	\$321	\$15,665	\$16,073
<i>Multifamily</i>	2.01	\$10,112	\$212	\$10,324	\$10,592
North Bethany					
<i>Single-Family</i>					
Class Average Basis	2.68	\$16,063	\$337	\$16,400	\$16,825
SQ FT Category Basis					
<1,500 SQFT	2.12	\$12,706	\$266	\$12,972	\$13,310
1,500-2,500 SQFT	2.50	\$14,984	\$314	\$15,298	\$15,695
2,501-3,500 SQFT	2.85	\$17,082	\$358	\$17,440	\$17,893
>3,500 SQFT	3.05	\$18,281	\$383	\$18,664	\$19,149
<i>Multifamily</i>	2.01	\$12,048	\$252	\$12,300	\$12,619
Other Housing					
District-Wide					
<i>Accessory Dwelling Units</i>	1.09	\$5,484	\$115	\$5,599	\$5,744
<i>Senior Housing</i>	1.50	\$7,546	\$158	\$7,704	\$7,905
North Bethany					
<i>Accessory Dwelling Units</i>	1.09	\$6,533	\$137	\$6,670	\$6,843
<i>Senior Housing</i>	1.50	\$8,990	\$188	\$9,178	\$9,418
Nonresidential					
Cost per Employee		\$631	\$13	\$644	\$662

¹All figures are rounded to the nearest dollar

²Includes compliance charge

³City and County administration charge (2.60%)

Section 3: The Fiscal Year (FY) 2024/25 SDC schedule attached as Attachment A to this Resolution is adopted.

Section 4: This resolution shall be effective September 1, 2024 to allow Washington County and the City of Beaverton time to implement the adjustment.

RESOLUTION NO. 2024-11

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 12th day of June 2024.

Alfredo Moreno, President

Barbie Minor, Secretary

ATTEST:

Jessica Collins, Recording Secretary

RESOLUTION NO. 2024-11

Attachment A

SYSTEM DEVELOPMENT CHARGE
Schedule of Fees
Effective September 1, 2024

Residential Fees

*FY2024/25 Residential SDC Schedule**

Development Type	Persons per Unit	SDC¹	SDC w/Admin Charge²
Residential \$/ Dwelling Unit			
District-Wide			
<i>Single-Family</i>			
Class Average Basis	2.68	\$13,764	\$14,123
SQ FT Category Basis			
<1,500 SQFT	2.12	\$10,888	\$11,172
1,500-2,500 SQFT	2.50	\$12,840	\$13,174
2,501-3,500 SQFT	2.85	\$14,638	\$15,018
>3,500 SQFT	3.05	\$15,665	\$16,073
<i>Multifamily</i>	2.01	\$10,324	\$10,592
North Bethany			
<i>Single-Family</i>			
Class Average Basis	2.68	\$16,400	\$16,825
SQ FT Category Basis			
<1,500 SQFT	2.12	\$12,972	\$13,310
1,500-2,500 SQFT	2.50	\$15,298	\$15,695
2,501-3,500 SQFT	2.85	\$17,440	\$17,893
>3,500 SQFT	3.05	\$18,664	\$19,149
<i>Multifamily</i>	2.01	\$12,300	\$12,619
Other Housing			
District-Wide			
<i>Accessory Dwelling Units</i>	1.09	\$5,599	\$5,744
<i>Senior Housing</i>	1.50	\$7,704	\$7,905
North Bethany			
<i>Accessory Dwelling Units</i>	1.09	\$6,670	\$6,843
<i>Senior Housing</i>	1.50	\$9,178	\$9,418

*All figures are rounded to nearest dollar

¹Includes compliance charge

²Administration charge (2.60%)

RESOLUTION NO. 2024-11

Non-Residential Fees

FY2024/25 Non-Residential SDC Schedule*

Development Type	Unit	TGSF/ Employee	Employees / Unit	FY2024/25 SDC	
				SDC	SDC w/Admin Charge ¹
SDC per Unit	<i>Employee</i>			\$644	\$662
District-Wide					
Food Service	<i>TGSF</i>	200	5.00	\$3,220	\$3,310
Office, Financial Service, Utilities	<i>TGSF</i>	300	3.33	\$2,147	\$2,207
Retail, Industrial	<i>TGSF</i>	600	1.67	\$1,073	\$1,103
Recreation, Church, Library	<i>TGSF</i>	900	1.11	\$716	\$736
Hardware, Paint, Furniture, Lumber	<i>TGSF</i>	1,600	0.63	\$403	\$414
Warehousing	<i>TGSF</i>	2,910	0.34	\$221	\$227
Special Categories					
College, Day Care	<i>Students</i>	n/a	0.17	\$111	\$114
Hospital	<i>Beds</i>	n/a	5.89	\$3,793	\$3,899
Golf Driving Range	<i>Tees</i>	n/a	0.25	\$158	\$163
Hotel/Motel	<i>Rooms</i>	n/a	0.58	\$375	\$386
Convenience Market with Fuel Pump	<i>VFP</i>	n/a	1.33	\$853	\$877
Gas Station	<i>VFP</i>	n/a	0.75	\$486	\$500

*All figures are rounded to nearest dollar

TGSF = Thousand Gross Square Feet

¹Administration charge (2.60%)



May 14, 2024

Mr. Peter Swinton
 Tualatin Hills Park & Recreation District
 15707 SW Walker Road
 Beaverton, OR 97006

Subject: System Development Charge (SDC) Inflationary Adjustments for 2024

Dear Mr. Swinton:

Adopted via Tualatin Hills Park & Recreation District Board Resolution No. 2020-25, the District's Parks System Development Changes Methodology (SDC methodology) includes the following guidance regarding the annual adjustment of the SDC rates based on changes in costs:

As allowed by Oregon law, the District will annually update the SDCs by resolution based on application of cost indices. The SDC project list includes a combination of land acquisition and development costs; therefore, the District will use information published by the Washington County Assessor's Office and the Engineering News-Record (ENR) Seattle Construction Cost index to determine the annual inflationary adjustment. The inflationary adjustment will be based on the following formula:

*Annual percent change in ENR Construction Cost index x percent of project list costs for development
 + Annual percent change in land value within the District and the Metro Urban Growth Boundary x
 percent of project list costs for land acquisition
 = Parks and Recreation System Development Charge Adjustment Factor*

The specific percentages attributable to land and development change over time as the SDC project list changes; therefore, the District intends to provide equal (50%/50%) weighting of the land and development indices; however, future modifications to the inflationary adjustment formula may be adopted through separate future resolution(s).

The District intends to base the adjustment on the ENR index published on or about January 1st of each year. Land costs will be based on the market value of undeveloped land, as reported by the Assessor's Office annually in the fall.¹

Table 1 provides the 2024 inflation adjustment, based on data provided by the Washington County Tax Assessor's office for fall of 2023 and the ENR Construction Cost Index for Seattle as of January 2024. The land adjustment is 3.00 percent for in-district property class 1000, unimproved land, that is then further refined to capture only residential unimproved land. This in-district residential unimproved land represents the best proxy for the cost of land for parks. The Construction Cost Index increased by 1.19 percent for the 12 months ending January 2024. Application of the cost adjustment formula yields an overall adjustment factor of 2.095 percent.

¹ Parks System Development Charges, November 13, 2020, Section 3.4.1.

Table 1*FY2024-25 Annual Inflation Adjustment*

Cost Index	Weight ¹	FY2024-25 % Increase
Land ²	50%	3.000%
Development ³	50%	1.190%
Composite Increase		2.095%

¹2020 SDC Methodology (Section 3.4.1 Inflationary Adjustments).

²Washington County Assessor's Office. Annual Increase average market value of undeveloped residential land within the District.

³Engineering News Record Construction Cost Index (Seattle), 12 month increase ending Jan 2024.

Application of this adjustment factor produces the residential SDC schedule shown in Table 2. The District's adopted SDC methodology provides for both a uniform SDC per dwelling unit by type of unit, and a scaled SDC based on dwelling area size (as measured by square feet of living area). The inflation adjustment is applied to both sets of SDCs in Table 2.

Table 2*Current and Inflation-Adjusted Residential SDC**

Development Type	FY2023/24 SDC/Unit		FY2024/25 SDC/Unit ³		\$ Change	
	SDC ¹	w/Admin Charge ²	SDC	w/Admin Charge	SDC	w/Admin Charge
SDC per Dwelling Unit						
District-Wide						
<i>Single-Family</i>						
Class Average Basis	\$13,482	\$13,833	\$13,764	\$14,123	\$282	\$290
SQ FT Category Basis						
<1,500 SQFT	\$10,665	\$10,943	\$10,888	\$11,172	\$223	\$229
1,500-2,500 SQFT	\$12,577	\$12,904	\$12,840	\$13,174	\$263	\$270
2,501-3,500 SQFT	\$14,338	\$14,710	\$14,638	\$15,018	\$300	\$308
>3,500 SQFT	\$15,344	\$15,743	\$15,665	\$16,073	\$321	\$330
<i>Multifamily</i>	\$10,112	\$10,375	\$10,324	\$10,592	\$212	\$217
North Bethany						
<i>Single-Family</i>						
Class Average Basis	\$16,063	\$16,480	\$16,400	\$16,825	\$337	\$345
SQ FT Category Basis						
<1,500 SQFT	\$12,706	\$13,037	\$12,972	\$13,310	\$266	\$273
1,500-2,500 SQFT	\$14,984	\$15,373	\$15,298	\$15,695	\$314	\$322
2,501-3,500 SQFT	\$17,082	\$17,526	\$17,440	\$17,893	\$358	\$367
>3,500 SQFT	\$18,281	\$18,756	\$18,664	\$19,149	\$383	\$393
<i>Multifamily</i>	\$12,048	\$12,360	\$12,300	\$12,619	\$252	\$259
District-Wide						
<i>Accessory Dwelling Units</i>	\$5,484	\$5,626	\$5,599	\$5,744	\$115	\$118
<i>Senior Housing</i>	\$7,546	\$7,743	\$7,704	\$7,905	\$158	\$162
North Bethany						
<i>Accessory Dwelling Units</i>	\$6,533	\$6,703	\$6,670	\$6,843	\$137	\$140
<i>Senior Housing</i>	\$8,990	\$9,225	\$9,178	\$9,418	\$188	\$193

*All figures are rounded to nearest dollar.

¹THPRD Fiscal Year 2023/24 System Development Charge Fee Schedule (Resolution 2023-06).

²Administration charge (2.60%).

³Adjusted for inflation per Table 1.

Application of the inflation adjustment to nonresidential SDCs is provided in Table 3.

Table 3*FY2023/24 and Inflation-Adjusted Non-Residential SDC**

Development Type	Unit	TGSF/ Employee	Employees/ Unit	FY2023/24 SDC/Unit ¹		FY2024/25 SDC/Unit ³		\$ Change	
				SDC	SDC w/Admin Charge ²	SDC	SDC w/Admin Charge	SDC	SDC w/Admin Charge
SDC per Unit				\$631	\$648	\$644	\$662	\$13	\$14
District-Wide									
Food Service	<i>TGSF</i>	200	5.00	\$3,155	\$3,240	\$3,220	\$3,310	\$65	\$70
Office, Financial Service, Utilities	<i>TGSF</i>	300	3.33	\$2,103	\$2,160	\$2,147	\$2,207	\$43	\$47
Retail, Industrial	<i>TGSF</i>	600	1.67	\$1,052	\$1,080	\$1,073	\$1,103	\$22	\$23
Recreation, Church, Library	<i>TGSF</i>	900	1.11	\$701	\$720	\$716	\$736	\$14	\$16
Hardware, Paint, Furniture, Lumber	<i>TGSF</i>	1,600	0.63	\$394	\$405	\$403	\$414	\$8	\$9
Warehousing	<i>TGSF</i>	2,910	0.34	\$217	\$223	\$221	\$227	\$4	\$5
Special Categories									
College, Day Care	<i>Students</i>	n/a	0.17	\$109	\$112	\$111	\$114	\$2	\$2
Hospital	<i>Beds</i>	n/a	5.89	\$3,716	\$3,816	\$3,793	\$3,899	\$77	\$82
Golf Driving Range	<i>Tees</i>	n/a	0.25	\$155	\$159	\$158	\$163	\$3	\$3
Hotel/Motel	<i>Rooms</i>	n/a	0.58	\$368	\$378	\$375	\$386	\$8	\$8
Convenience Market with Fuel Pump	<i>VFP</i>	n/a	1.33	\$836	\$859	\$853	\$877	\$17	\$19
Gas Station	<i>VFP</i>	n/a	0.75	\$476	\$489	\$486	\$500	\$10	\$11

*All figures are rounded to nearest dollar.

TGSF = Thousand Gross Square Feet, VFP = Vehicle Fueling Positions.

¹THPRD Fiscal Year 2023/24 System Development Charge Fee Schedule (Resolution 2023-06).²Administration charge (2.60%).³Adjusted for inflation per Table 1.

Please contact me if you have any questions or require additional information. Thank you for the opportunity to serve the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah A. Galardi". The signature is written in a cursive style with a distinct loop at the end.

Deborah Galardi
Member

Exhibit 1

FY2024/25 SDC Schedule

Development Type	Persons per Unit	SDC¹	SDC w/Admin Charge²
Residential \$/ Dwelling Unit			
District-Wide			
<i>Single-Family</i>			
Class Average Basis	2.68	\$13,764	\$14,123
SQ FT Category Basis			
<1,500 SQFT	2.12	\$10,888	\$11,172
1,500-2,500 SQFT	2.50	\$12,840	\$13,174
2,501-3,500 SQFT	2.85	\$14,638	\$15,018
>3,500 SQFT	3.05	\$15,665	\$16,073
<i>Multifamily</i>	2.01	\$10,324	\$10,592
North Bethany			
<i>Single-Family</i>			
Class Average Basis	2.68	\$16,400	\$16,825
SQ FT Category Basis			
<1,500 SQFT	2.12	\$12,972	\$13,310
1,500-2,500 SQFT	2.50	\$15,298	\$15,695
2,501-3,500 SQFT	2.85	\$17,440	\$17,893
>3,500 SQFT	3.05	\$18,664	\$19,149
<i>Multifamily</i>	2.01	\$12,300	\$12,619
Other Housing			
District-Wide			
<i>Accessory Dwelling Units</i>	1.09	\$5,599	\$5,744
<i>Senior Housing</i>	1.50	\$7,704	\$7,905
North Bethany			
<i>Accessory Dwelling Units</i>	1.09	\$6,670	\$6,843
<i>Senior Housing</i>	1.50	\$9,178	\$9,418
Nonresidential			
Cost per Employee		\$644	\$662

¹Includes compliance charge.

²Administration charge (2.60%).



MEMORANDUM

DATE: May 24, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE **Howard M. Terpenning Recreation Complex Breezeway Roof Improvements Construction Contract**

Introduction

Staff is seeking board of directors' approval of the lowest responsible bid for the Howard M. Terpenning Recreation Complex (HMT Complex) Breezeway Roof Improvements construction contract, and authorization to execute a contract with Garland/DBS Inc. (Garland), for the amount of \$328,310.

Background

In early February 2023, THPRD Capital Committee members interviewed Garland representatives to discuss a long-term strategy of maintenance roof repairs of all district facilities. Garland/DBS Inc. is a roof material supplier and full-service manufacturer that provides a turnkey service to repair or replace all types of roofing systems. Garland is also certified under OMNIA Partners, a public sector intergovernmental cooperative purchasing agreement to solicit and procure roof repair contracts on behalf of public agencies. In May 2023, Garland completed a comprehensive study of the flat roof system at the HMT Complex that connects Babette Horenstein Tennis Center, the district administration building, and Tualatin Hills Aquatic Center. The flat roof system study, including breezeways, was divided into four manageable roof repair projects with associated cost options. For additional context, both the Babette Horenstein Tennis Center's and Tualatin Hills Aquatic Center's standing-seam metal roofs were replaced in 2015 and 2016, respectively.

Based on Garland's roof condition assessment and preliminary costs, the THPRD Capital Committee elected to repair the admin breezeway first with a 30-year retrofit membrane roof system (Attachment B). Pending adoption at the June 12 board of directors' meeting, the cost of this repair is identified in the FY 2024/25 General Fund Capital Projects budget in the amount of \$357,693. While intergovernmental cooperative purchasing agreements do not require direct solicitation from small businesses, staff encouraged Garland to do so when requesting bids from their vendors. On February 9, 2024, Garland presented three quotes from local roofing companies that are not active Certification Office for Business Inclusion and Diversity (COBID) members, with the lowest responsive and responsible bid from Arrow Roofing & Sheet Metal Inc in the amount of \$314,479. Arrow Roofing's bid included an add alternative of \$13,831 to replace a rooftop exhaust fan that is past its life expectancy. Due to the scale and timing of this roof repair, staff recommend replacing the exhaust fan which increases the total bid amount to \$328,310.

The total hard cost is \$328,310. The addition of project soft cost expenses of \$500, and the project contingency of \$24,661 bring the total project cost to \$353,471. The project contingency was lowered to 7.5% for the construction phase, which is our standard practice at bid award. The total construction costs of the project are shown in the table below.

HMT Complex Admin Breezeway Roof Repair Budget Information

Budget Source	Budget Amount
FY 2024-25 General Capital Fund	\$357,693
Total project cost	\$353,471
Project budget variance (over) under	\$4,222
Budget Item	Current Project Cost
Construction	\$328,310 Includes: \$314,479 (<i>lowest responsible bid amount</i>) + \$13,831 (<i>add alternative 1</i>)
Soft costs	\$500
Contingency	\$24,661
Total project cost	\$353,471

This project does not require a building permit. After bid award, the city of Beaverton will perform a pre-roof replacement inspection. Notice to Proceed is expected to be issued mid-July 2024, and it is anticipated that upon securing building materials that the work will be completed in approximately three to four weeks. The admin office and breezeway will remain open during the roof repair. Included in this memo for additional reference is a vicinity map (Attachment A).

Proposal Request

Staff is seeking board of directors' approval of the lowest responsible total bid of \$328,310 from Garland/DBS Inc. for the HMT Complex Breezeway Roof Improvements construction contract and authorization for the general manager or designee to execute the contract.

Outcomes of Proposal

The Howard M. Terpenning Recreation Complex receives an estimated 650,000 visits per year. Prioritizing capital funds for the roof improvements demonstrates the district's commitment to the care and stewardship of its recreation facilities. The project improvements do not affect the cost of existing maintenance operations.

Public Engagement

Public engagement is not considered in the solicitation of public improvement contracts. Community members will be informed through social media, webpage alerts, signage, and front desk staff of the roof repair schedule.

The HMT Complex roof repairs align with the district's Vision Action Plan to provide a safe and accessible facility for community members to enjoy.

Action Requested

Board of directors' approval of the following items:

1. Approval to award the HMT Recreation Complex Breezeway Roof Improvements contract to Garland/DBS Inc., the lowest responsible bidder, for the total bid of \$328,310; and,
2. Authorization for the general manager or designee to execute the contract.

**Tualatin Hills Park & Recreation District
PROJECT AWARD RECOMMENDATION REPORT**

Project:	HMT Recreation Complex Breezeway Roof Improvements	
Contractor:	Garland/DBS Inc.	
Contractor worked for THPRD previously: Yes		
Contractor references checked: Yes		
Contractor registered with appropriate boards: Yes		
SCOPE OF WORK		
Location:	15707 SW Walker Rd, Beaverton, OR 97006	
Description:	Remove and replace existing flat roof with a retrofit two-ply Styrene-Butadiene-Styrene (SBS) membrane roof system.	
FUNDING		
Funds Budgeted and Estimated Costs	Amount:	Page:
Current Total Project Budget: FY 2024-25 General Capital Fund	\$357,693	
Estimated Project Cost: (expenditures, lowest contractor bid and any district project purchases)	\$353,471	
Project Budget Variance: (over) under	\$4,222	

BID PROPOSALS RECEIVED

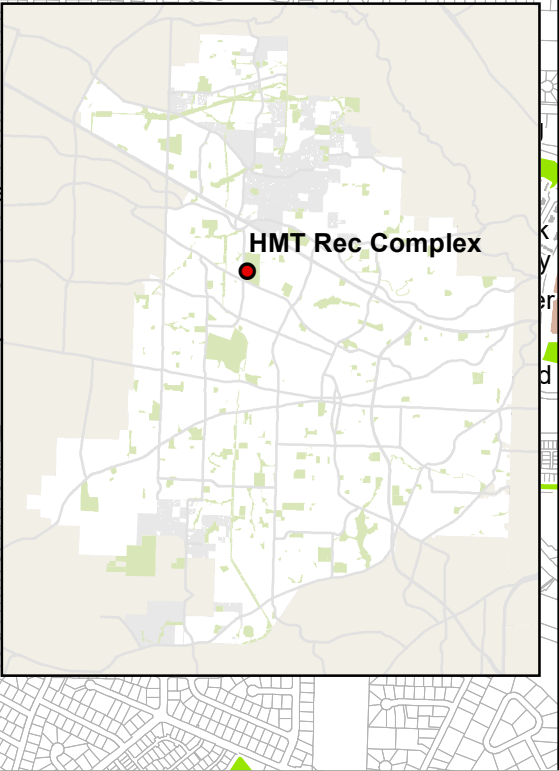
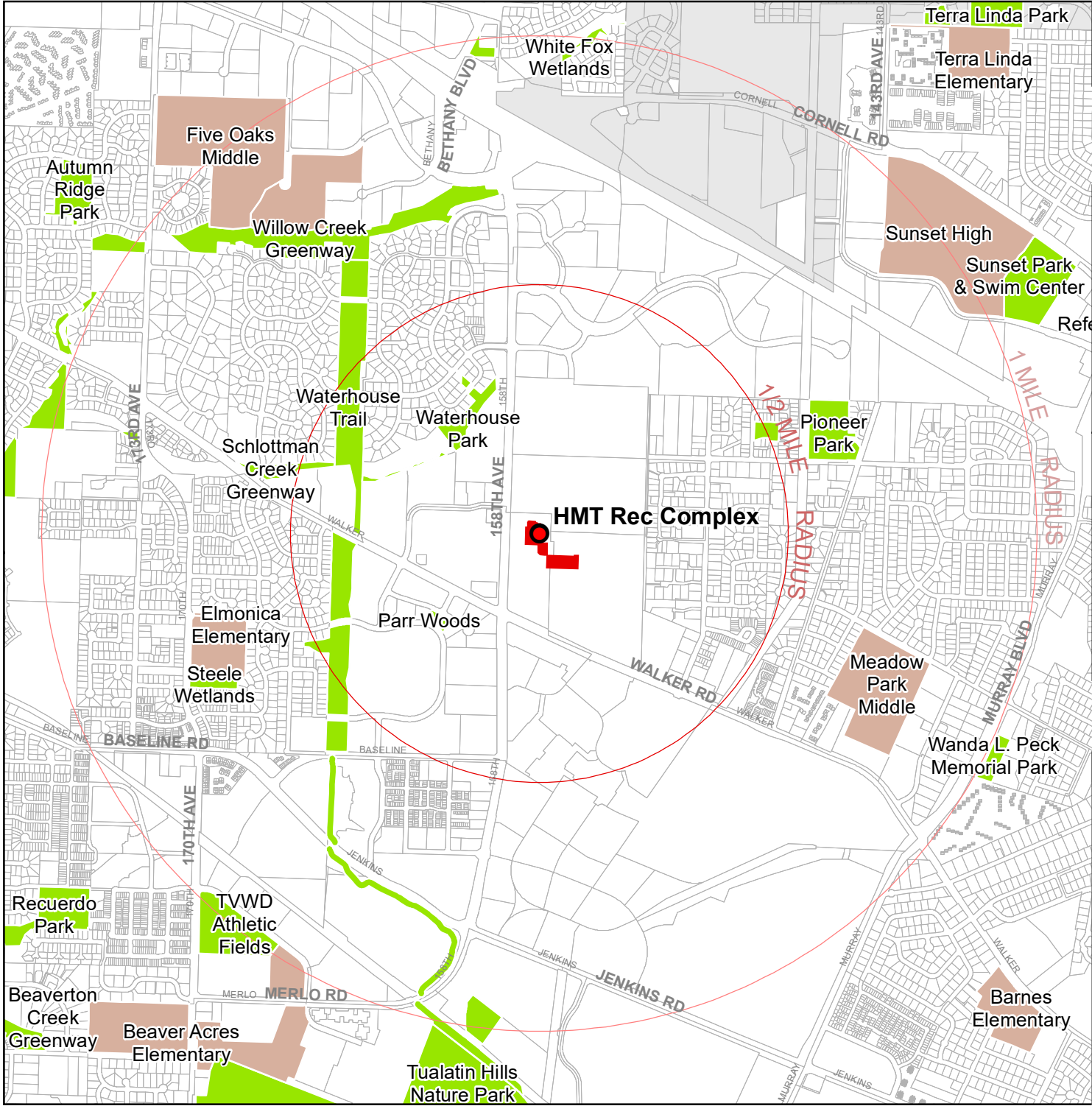
Low to High Bid	Contractor	Base Bid Amt. w/ Alt.	Completed Bid forms
1	Garland Industries Inc. ¹	\$328,310	N/A

PROJECTED PROJECT SCHEDULE	
Invitation to Bidders	January 2024
Bid Presentation to Staff	February 9, 2024
Notice of Intent to Award (DJC)	June 3, 2024
Final Bid Review / Memo to Board	June 3, 2024
THPRD Board Meeting	June 12, 2024
Notice to Proceed (approx.)	July 15, 2024
Site Mobilization	July 29, 2024
Desired Project Duration- Notice to Proceed to Substantial Completion	August 26, 2024 (30 days)
Final Acceptance	August 30, 2024







¹ Garland is certified under OMNIA Partners, a public sector master intergovernmental cooperative purchasing agreement to solicit and procure roof repair contracts on behalf of public agencies.

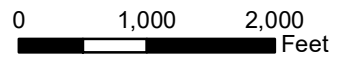


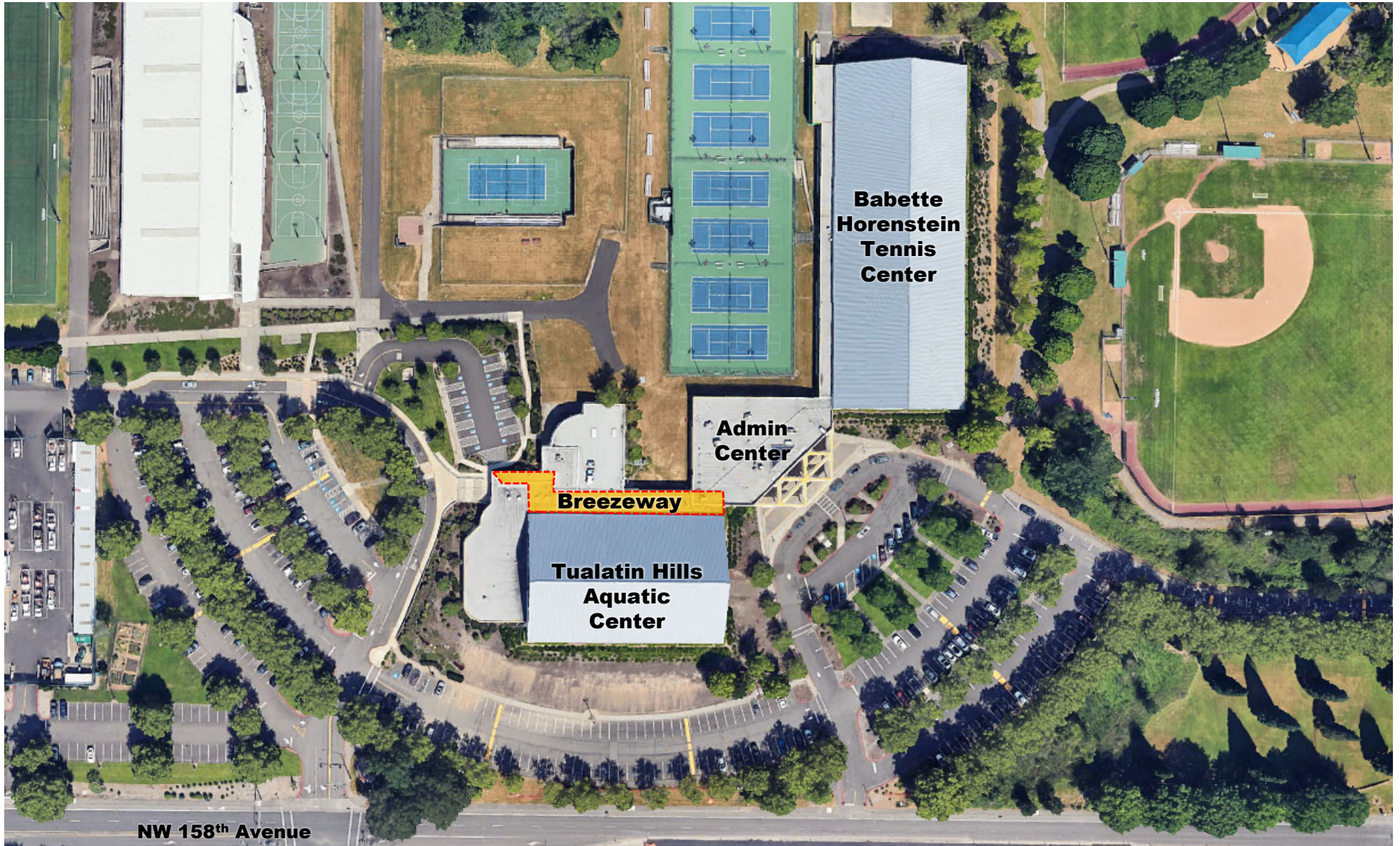
SITE VICINITY



LEGEND


-  Subject location
-  Subject area
-  Beaverton School District properties
-  Other THPRD Owned property
-  In-district area
-  Ultimate service area





HMT Recreation Complex

Breezeway Roof Improvements
15707 SW Walker Rd, Beaverton, OR 97006

Legend
 Proposed Roof Improvements





[11A]

MEMORANDUM

DATE: May 24, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE **Howard M. Terpenning Recreation Complex Pickleball Facility**

Introduction

To meet the growing popularity of pickleball and tennis, staff will provide an update on the proposed pickleball facility to be located at the Howard M. Terpenning Recreation Complex.

Background

At the September 2023 regular meeting, staff presented an update to the board on the pickleball programming growth being experienced across the district and future plans. Subsequently, in fall 2023, Planning & Development staff retained AKS Engineering & Forestry to perform a construction feasibility study and cost estimate to repurpose Hardin Court Stadium tennis court and event lawns with a twelve-court pickleball facility and air-supported fabric structure to allow for year-round play. Fieldwork Design & Architecture was subsequently hired to focus on conceptual designs for an entry plaza, covered pavilion, and a permanent building to service daily visitors and tournaments. In addition to these studies, the Farley Group, a national air-supported fabric structure supplier, has been hired by the district to design, fabricate, and install the air structure for this project.

Action Requested

No formal board action is requested. Staff are providing content for the board's information and will return to a future board meeting with another update.



[11B]

MEMORANDUM

DATE: May 28, 2024
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **General Manager's Report**

Local Option Levy Update

Holly Thompson, Communications director, will provide an update on the district's local option levy that was approved by voters on May 21, 2024.