



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

**Board of Directors Regular Meeting
Wednesday, August 14, 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. Legal
 - B. Land
2. Call Regular Meeting to Order
3. Action Resulting from Executive Session
4. Audience Time**
5. Board Time
 - A. Committee Liaisons Updates
6. Consent Agenda***
 - A. [Approve: Minutes of June 12, 2024 Regular Board Meeting](#)
 - B. [Approve: Amendments to System Development Charges Administrative Procedures Guide](#)
 - C. [Approve: Amendments to Audit Committee Charter](#)
 - D. [Approve: Resolution Acknowledging Real Property Transactions for Fiscal Year 2023/2024 and Describing Funding Sources and Purpose](#)
 - E. [Approve: Resolution Appointing Audit Committee Members](#)
 - F. [Approve: Intergovernmental Agreement with Metro for Community Choice Grant Project at Tualatin Hills Nature Park](#)
 - G. [Award: Arborist Contracts](#)
 - H. [Award: Howard M. Terpenning Recreation Complex Pickleball Facility Consultant Contract](#)
7. Unfinished Business
 - A. [Information: General Manager's Report](#)
8. New Business
 - A. [Update: Equity and Engagement Advisory Committee](#)
9. 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: July 31, 2024
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **Information Regarding the August 14, 2024 Board of Directors Meeting**

Agenda Item #6 – Consent Agenda

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

- A. [Approve: Minutes of June 12, 2024 Regular Board Meeting](#)
- B. [Approve: Amendments to System Development Charges Administrative Procedures Guide](#)
- C. [Approve: Amendments to Audit Committee Charter](#)
- D. [Approve: Resolution Acknowledging Real Property Transactions for Fiscal Year 2023/2024 and Describing Funding Sources and Purpose](#)
- E. [Approve: Resolution Appointing Audit Committee Members](#)
- F. [Approve: Intergovernmental Agreement with Metro for Community Choice Grant Project at Tualatin Hills Nature Park](#)
- G. [Award: Arborist Contracts](#)
- H. [Award: Howard M. Terpenning Recreation Complex Pickleball Facility Consultant Contract](#)

Agenda Item #7 – Unfinished Business

- A. [General Manager's Report](#)

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

Agenda Item #8 – New Business

- A. [Equity & Engagement Advisory Committee](#)

Attached please find a memo outlining a proposal to transition the existing Programs and Events Advisory Committee to an Equity and Engagement Advisory Committee effective January 2025.



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, June 12, 2024, at the Tualatin Valley Water District Headquarters, 1850 SW 170th Avenue, Beaverton, Oregon. Executive Session 5:30 pm; Regular Meeting 6:30 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) Land (B) Personnel

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 consider the employment of a public officer, employee, staff member or individual agent.

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

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, June 12, 2024, at 6:30 pm.

Agenda Item #3 – Action Resulting from Executive Session

Barbie Minor moved that the board of directors authorize staff to accept the donation of the trail easement in the southwest quadrant of the district and acquire the trail improvements, using system development charge fees, subject to the standard due diligence review and approval by the general manager or designee. Miles Palacios seconded the motion. Roll call proceeded as follows:

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

The motion was UNANIMOUSLY APPROVED.

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

President Moreno opened the floor to board discussion and high-level thoughts about the board's process for selecting officers for the coming fiscal year. He referenced the board's typical practice of providing other board members the opportunity to take on leadership roles from year to year if there is an interest in doing so and invited his fellow board members to share their perspectives.

Miles Palacios referenced his experiences with other boards, noting that he likes to see opportunities for continuity as well as for all members to have an opportunity to experience different roles as they would like to, but not necessarily prescribing it as a requirement, adding that it is important to pursue leadership in ways that are in the best interests of the district.

Felicita Monteblanco expressed agreement with Miles, adding that she believes it should be determined on a case-by-case basis, noting that the district has some challenges ahead and that she'll be considering continuity in the next board president as well as thinking about who has the political relationships in place that can be beneficial to the district.

Tya Ping commented that the board president position has typically been a rotating role and that she agrees that no one should be forced to step into that role. That being said, if there is someone interested, it is helpful to have different experiences and lenses highlighted in the president role as it makes the board stronger and the experience helps people build those political relationships. While she does not believe that the process needs to be a formal policy, it is also an expectation that has been set by this particular board, but future boards may have a different opinion. She referenced the board's support for equity, noting that being able to support whoever wants to be in a leadership role is part of being an equitable group and doesn't preclude any of the other board members from doing the work that needs to be done. She congratulated Alfredo for doing such a great job as president this past year.

President Moreno noted that every board's composition is a unique blend of people and their individual capacities and advised future boards to reference this discussion and to treat every year as its own opportunity to calibrate where each board member is at individually and where the board collectively is at as a group.

Alfredo Moreno nominated Barbie Minor to serve as President of the THPRD Board of Directors for Fiscal Year 2024/25. Tya Ping seconded the motion.

Discussion followed:

- ✓ Alfredo commented that this has been a thoughtful and engaged process, noting that he has had one-on-one conversations with each board member. Barbie has been on the board for three years now and has a lot of passion for the district and he's excited to see her in this role.
- ✓ Felicita noted that her vote this evening will be in reflection of her earlier comments.

Roll call proceeded as follows:

| | |
|-----------------------------|------------|
| Miles Palacios | Yes |
| Barbie Minor | Yes |
| Felicita Monteblanco | No |
| Tya Ping | Yes |
| Alfredo Moreno | Yes |

The motion was APPROVED by MAJORITY vote.

Tya Ping nominated Alfredo Moreno to serve as Secretary of the THPRD Board of Directors for Fiscal Year 2024/25. Barbie Minor seconded the nomination. Hearing no further nominations, 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.

Alfredo commented that he looks forward to supporting the new board president in this capacity and providing some continuity in the role of secretary.

Tya Ping nominated Miles Palacios to serve as Secretary Pro-Tempore of the THPRD Board of Directors for Fiscal Year 2024/25. Felicita Monteblanco seconded the nomination. Hearing no further nominations, roll call proceeded as follows:

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

The motion was UNANIMOUSLY APPROVED.

President Moreno thanked the board members for their thoughtful discussion this evening.

Agenda Item #5 – Proclamations

A. Juneteenth

The board members read into the record a proclamation declaring June 19, 2024, as Juneteenth.

B. LGBTQIA+ Pride Month

The board members read into the record a proclamation declaring June as LGBTQIA+ Pride Month.

C. Parks and Recreation Month (July)

The board members read into the record a proclamation declaring July as Parks and Recreation Month.

President Moreno provided a brief overview of some of the activities and events THPRD is hosting in honor of this month and next month's proclamations.

Agenda Item #6 – National Weather Service StormReady Recognition

President Moreno welcomed the National Weather Service (NWS) staff in attendance this evening to recognize THPRD with the NWS StormReady designation. The StormReady program helps prepare communities with the communication and safety skills needed to save lives and property before, during and after extreme weather events and helps community leaders and emergency managers strengthen local safety programs.

Tanja Fransen, Meteorologist-In-Charge; Chris Burling, Lead Meteorologist; and, Treena Johnson, Warning Coordination Meteorologist, provided comments regarding the importance of preparing for extreme weather events and commended Mark Pierce, Safety Services manager, for spearheading this work for the district, which is not a small task considering the geographical area and population number served by THPRD. They noted that THPRD is the first park district in the state of Oregon and Washington to become a StormReady community.

President Moreno thanked Mark and district staff for their important work in this area and thanked the NWS for the recognition.

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

A. Open Hearing

President Moreno opened the budget hearing.

B. Staff Report

Jared Isaksen, Finance director, provided an overview of the memo included within the board of directors’ information packet via a PowerPoint presentation, a copy of which was entered into the record, noting that the total appropriation amount for Fiscal Year 2024/25 is \$195,230,910. The ad valorem property tax amount is at the rate of \$1.3073 per \$1,000 of assessed value, the local option levy tax rate is \$0.50 per \$1,000 of assessed value, and a property tax of \$8,938,911 for bonded debt. The THPRD Budget Committee approved the Proposed Budget presented to them on May 16, 2024, and there have been no changes to the Approved Budget that is before the board of directors this evening for consideration of adoption.

C. Public Comment

There was no public comment.

D. Board Discussion

Miles Palacios complimented Jared and the district’s Finance staff for creating an easy-to-understand budget document.

- ✓ President Moreno expressed agreement, noting that the budget document was well-presented and that the process was transparent and informative.
- ✓ Barbie Minor added comments of gratitude to the budget committee members as well, noting that their commitment and dedication of time is appreciated.

E. Close Hearing

President Moreno closed the budget hearing.

F. Board Action

Miles Palacios moved that the board of directors approve Resolution 2024-09 to adopt the 2024/25 budget, levy ad valorem taxes, and make appropriations. Felicita Monteblanco seconded the motion. Roll call proceeded as follows:

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

The motion was UNANIMOUSLY APPROVED.

Agenda Item #8 – Audience Time

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

Rowan Spillman, 2435 NE Spruce Ave., Gresham, is before the board of directors this evening as a member of Sunrise, a group involved in climate action. He recognized the work THPRD does for the community and climate, including actualizing the 2050 carbon neutral emissions goal. However, he would like to draw the board’s attention to the district’s current lobbyist as she is also a lobbyist for BP, one of the worst climate offenders and civil rights violators in global history. He referenced several fines and lawsuits filed against BP by the State of Oregon and Multnomah County, noting that as long as the district’s lobbyist is employed by BP and advocating for them on a legal platform, there is a conflict of interest in her ability to lobby for THPRD. He requested that the district urge its lobbyist to reevaluate the people she represents or explore other lobbyists that can provide these services without contradicting the district’s mission statement.

Stephen Doubleday, 2439 NE 21st Ave., Portland, is before the board of directors this evening as a board member of F Minus, a climate action nonprofit that tracks lobbyists who play both sides of the climate crisis. A written copy of his testimony was entered into the record. He requested that

the district adopt a policy of not working with lobbyists who also work for fossil fuel companies, and to cut ties with its current lobbyist on the grounds that their representation of BP is inconsistent with the district's values and work to promote stewardship of the environment. He referenced recent comments by the UN Secretary-General calling on ad agencies to stop working with fossil fuel clients, noting that the current state of our climate is because good people who should know better associate with the fossil fuel industry, giving it the social license that it needs to operate. Last year, Multnomah County sued fossil fuel companies for their role in creating devastating climate impacts for the Pacific Northwest. Changes will continue to be seen in our parks as the trees, shrubs and grasses struggle to adapt to the changing climate. He requested that the district stop working with lobbying firms that simultaneously work against our shared interests in promoting a safe and healthy environment for recreation.

Lindsey Murphy, 13588 SW Chelsea Ln., Tigard, is before the board of directors this evening as a board member of F Minus, a climate action nonprofit that tracks lobbyists who play both sides of the climate crisis. A written copy of her testimony was entered into the record. She stated that, like many Oregonians, she is increasingly worried about the climate crisis and a world in which her family will have to limit outdoor time in the summer due to our state's increasingly frequent and severe wildfires. She described the personal impacts to her family during the 2020 wildfires, noting that these fires are being driven by climate change and among the companies that continue to push fossil fuels despite this crisis is BP. At the May board meeting, Nancy Chang of F Minus testified before the board and raised the issue of THPRD sharing a lobbyist with BP. It is shocking to many people that this is the case as BP's values run so contrary to those of THPRD. She asked the district to consider the consequences of its continued partnership with the current lobbyist, adding that as the largest special park district in Oregon, THPRD's actions have significant impact.

Agenda Item #9 – Board Time

A. Committee Liaisons Updates

Barbie Minor provided the following updates and comments:

- The Nature & Trails Advisory Committee will be having a trails field trip in August. There is an appetite for board involvement so she will pass along the details to her fellow board members to join if available.
- Attended the Allen Boulevard roundabout and Fanno Creek Trail Segment #5 ribbon cutting ceremony, which is a good representation of agencies working together for the betterment of the community.
- Attended the Beaverton Black Parent Union graduation event, during which they recognized the students who participated in the Black and Green Fellowship with THPRD.
- Expressed gratitude to district staff for the intentionality behind all of the recognition and events around Pride month.

Tya Ping provided the following updates and comments:

- Also attended the Allen Boulevard roundabout and Fanno Creek Trail Segment #5 ribbon cutting ceremony and agrees that strengthening our intergovernmental partnerships is important as we are strongest when we all work together.
- The Programs & Events Advisory Committee will be meeting next week.
- Attended the Oregon Chinese Coalition's event held in partnership with THPRD at the Jenkins Estate, noting that it was an amazing event and is great to see opportunities for non-English speaking community members and to experience other cultures within our diverse community.

Miles Palacios provided the following updates and comments:

- Along with President Moreno, attended the State of Metro event which provided a great opportunity to learn more about what Metro is working on.

- Along with district staff, attended a legislative update event hosted by the Special Districts Association of Oregon, noting that he is excited for the upcoming legislative long session and the work THPRD will do in preparation for it.

Felicita Monteblanco provided the following updates and comments:

- Attended Congresswoman Bonamici’s visit to Cedar Hills Recreation Center to present a ceremonial check to THPRD for our first federal earmark funds, noting that this award is a testament to years of hard work and relationship building.
- Provided a Fiduciary Committee update for the quarter ending March 31, 2024, noting that at the upcoming August meeting the actuary will be in attendance to present the actuarial assumptions for the committee to review and approve.

President Moreno provided the following updates and comments:

- The district’s May 21 operating levy election was a big success and there were a lot of activities leading up to its successful outcome.
- Attended the Beaverton Area Chamber of Commerce’s Mover of Mountains gala, for which THPRD was a sponsor, noting that this is a worthwhile event to build community and relationships among fellow elected officials, local business leaders, and others, and that he would encourage his fellow board members to attend in the future.
- Along with many others from THPRD, attended the Beaverton Sports Summit convened by City of Beaverton Mayor Beaty and held at the Timbers training facility to talk about the assets, visions, and challenges in building sports participation at all levels.
- Visited La Raíz Park for the first time and is excited to attend the official grand opening event on July 18, adding that it is a jewel of a park and is already having a great impact on the surrounding community.

Agenda Item #10 – Consent Agenda

Tya Ping moved that the board of directors approve consent agenda items (A) Minutes of May 8, 2024 Regular Board Meeting, (B) Quarterly Financial Report, (C) Amended Intergovernmental Agreement with Metro for 2019 Parks and Nature Bond Local Share Project at Commonwealth Lake Park, (D) Intergovernmental Agreement with Oregon Parks and Recreation Department for Land and Water Conservation Fund Project at Abbey Creek Park, (E) Resolution Adopting District Investment Policy, (F) Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment, and (G) Howard M. Terpenning Recreation Complex Breezeway Roof Improvements Construction Contract.

Barbie Minor seconded the motion. Roll call proceeded as follows:

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

The motion was UNANIMOUSLY APPROVED.

Agenda Item #11 – Unfinished Business

A. Howard M. Terpenning Recreation Complex Pickleball Facility

Julie Rocha, Sports & Inclusion director, Gery Keck, Planning & Development manager, and Tim Bonnin, Development supervisor, presented a detailed update regarding the proposed pickleball facility to be located at the Howard M. Terpenning Recreation Complex, via a PowerPoint presentation, a copy of which was entered into the record. The twelve-court pickleball facility and air-supported fabric structure would allow for year-round play. Conceptual designs also include an entry plaza, covered pavilion, and a permanent building to service daily visitors and tournaments. Information was also provided regarding the growing popularity of pickleball, the fastest-growing sport in the nation. The most recent cost estimate for the project is \$8.8 million, of which \$6.6

million is budgeted, and reflects what was learned about the site conditions through the feasibility study and current construction costs. The estimate is being reviewed for potential cost savings and staff is also actively looking for grant opportunities, including from the Washington County Visitors Association. Next steps include presenting the project to the Parks & Facilities Advisory Committee in July, followed by a neighborhood meeting, then returning to the board to seek approval of the concept plan. The current project schedule indicates a construction start date of summer 2026 and the facility opening in early 2027. Julie, Gery and Tim offered to answer any questions the board may have.

Felicita Montebianco asked for additional information regarding parking availability for this new facility at an already very busy campus.

- ✓ Julie replied that typically the heaviest use for pickleball is during the day when the complex tends to be quieter. She described the process used in taking parking needs into consideration when scheduling the complex for tournaments, noting that the north parking lot is also an opportunity as it is currently underutilized.

Tya Ping asked if a permanent structure was considered given the maintenance needs of an air structure. It would also provide shade opportunities during the summer.

- ✓ Gery replied that an air structure is more cost effective and also helps better enable the space for other uses than a large roof structure or pavilion would.
- ✓ General Manager Doug Menke added that pickleball players tend to want to play outdoors during nice weather, as is reflected in the attendance numbers at the tennis center's indoor courts on nice days.

Barbie Minor inquired whether this facility would be solely dedicated to pickleball.

- ✓ Doug replied that the design is attempting to have no intrusions into the surface, such as posts, so that in times of need the area could serve as a community shelter space, as well as host other recreational activities.
- ✓ Julie added that other use possibilities include badminton, which is also a sport growing in popularity within our community, futsal, and any other activities that need a flat surface.
- ✓ Doug noted that a three-on-three basketball tournament could be a possibility, as well.

Miles Palacios commented that he likes the air structure concept.

Felicita noted that there have been a couple of pickleball facilities open in this area over the past year or so and that she would like to see the market analysis if available in order to better understand the demand levels.

- ✓ Julie confirmed that this information would be provided, noting that this particular facility will be unique in that during the winter months it will be covered, but in the summer it will be outdoors.

President Moreno wonders where the district sees this facility fitting in the overall landscape of sports in Beaverton, noting that it looks like an amazing facility and that he is excited to see what other potential uses it may have. He encouraged the Tualatin Hills Park Foundation and district staff to explore donorships and sponsorships for this facility that's going to be so popular.

B. General Manager's Report

The following presentation was 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 recap of the successful Local Option Levy request approved by district voters on May 21, 2024, via a PowerPoint presentation, a copy of which was entered into the record.

Felicita Monteblanco expressed gratitude to Holly and pondered the impact of the efforts of Washington County Democrats endorsement and their volunteers going door to door, noting that their voters averaged a 20% higher turnout. There are many people to thank for making this effort a reality, including district staff, the board, family members, and the district's partners. And the district's overall positive reputation in the community.

President Moreno expressed gratitude as well and for the opportunity to recap and celebrate this effort this evening.

General Manager Doug Menke recognized Holly's efforts as going above and beyond, noting that it was an all-consuming process and that other staff stepped in to take things on and work together as a team. All staff engaged across the district in an informational capacity. Listening to the science of the polling worked as it did for the district's bond measure in 2008, as well.

Agenda Item #12 – Adjourn

There being no further business, the meeting was adjourned at 8:10 pm.

Alfredo Moreno, President

Barbie Minor, Secretary

Recording Secretary,
Jessica Collins



MEMORANDUM

DATE: July 26, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Amendments to System Development Charges Administrative Procedures Guide**

Introduction

Staff are requesting board of directors' approval of the proposed amendments to the System Development Charges (SDC) Administrative Procedures Guide (APG) included as Attachment 1.

Background

Oregon Revised Statute (ORS) 223.297 *et seq.* governs the adoption and implementation of SDCs. Pursuant to the ORS, on August 10, 2022, the board adopted an updated APG.

The first APG was effective in January 1999. A thorough review of the APG was performed subsequent to the board's adoption of the 2020 SDC Methodology (2020 Methodology) update on November 12, 2020, and the revised APG was approved by the board on January 14, 2021. Additional revisions to this APG were subsequently approved by the board on August 10, 2022.

Through the implementation and administration of the approved APG, staff have identified updates that seek to accomplish five goals that were introduced at the June 12, 2024, board of directors meeting via the board memo pertaining to the Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment:

1. *Clarify the Definition of the term "SDC Credit Agreement" within the APG (Section 2.)*
Through implementation of the current APG, staff identified that though Memorandums of Understanding (MOUs) are the most common type of SDC Credit Agreement, they were not explicitly recognized within the definition of the term "SDC Credit Agreement." The proposed update would recognize MOUs within the APG definition of SDC Credit Agreements.
2. *Better Align the APG with the Adopted 2020 Methodology (Section 4.A.)*
Review of fee schedule Tables 1 and 2 within the APG illuminated minor discrepancies in how administration fees are defined when compared to the adopted 2020 Methodology. ORS 174.116 defines local government to mean: "...all cities, counties and local service districts..." The proposed update would align the APG with the 2020 Methodology by clarifying "City and County administration" charges as "Local government administration" charges.
3. *Memorialize Current Escrow Credit Practice within SDC Credit Policy (Section 7.A.- N.)*
The current practice administering THPRD's SDC program allows two paths for applicants to receive SDC credits based on whether applicants are seeking to expend accrued SDC credits within an ongoing project or retain credits to reduce SDCs owed on a future project. The proposed updates more clearly outline these pathways, improving

staff's ability to administer the SDC credit program and improving transparency for SDC credit applicants.

4. *Better Recover the Cost of Reviewing and Processing an SDC Appeal (Section 9.A.)*
The current APG sets the SDC appeals fee at \$250. The proposed update would better recover costs incurred processing an SDC appeal by increasing the appeals fee to \$750.
5. *APG Updates (Various sections)*
Updates to correct outdated Oregon Revised Statutes (ORS) code references, amend grammar, and improve APG formatting to improve clarity for members of the public.

These changes have been incorporated into an amended APG (Attachment 1). All changes are indicated by red strikethrough and/or underlined text.

Proposal Request

Staff are requesting board approval of the SDC APG amendments, included as Attachment 1.

Outcomes of Proposal

The proposed APG changes provide clarity on the implementation of the district's SDC program, and the update will continue the implementation of the 2020 Methodology.

Public Engagement

Public engagement was completed during the SDC Methodology update in 2020. During the engagement process, staff coordinated with individuals on the project's interested party list and our local agency partners.

Action Requested

Board of directors' approval of the amended System Development Charges (SDC) Administrative Procedures Guide (APG).

#



Parks and Recreation System Development Charges

Administrative Procedures Guide

August ~~10~~14, ~~2022~~2024

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SECTION 1. PURPOSE OF ADMINISTRATIVE PROCEDURES GUIDE.

- A. Future growth within the Tualatin Hills Park & Recreation District (THPRD or the district) should contribute to its fair share of the cost of improvements and additions to parks and recreation facilities needed to accommodate such growth.
- B. Parks and recreation system development charges (SDCs) will provide a source of revenue to finance the construction or improvements of THPRD's parks and recreation facilities necessitated by growth.
- C. ORS 223.297-223.~~314~~316 authorize local governments, including special districts, to impose system development charges for parks and recreation.
- D. The district Board of Directors adopted a 2020 SDC Methodology Report by Resolution 2020-25 on November 12, 2020.
- E. This Administrative Procedures Guide (APG) will provide procedures for implementation and administration of SDCs for new development within the district.

SECTION 2. DEFINITIONS.

“Accessory dwelling unit” is a second dwelling unit that occupies the same lot with a dwelling unit and that is subordinate to the primary dwelling. For the purposes of charging park SDCs, an accessory dwelling unit (“ADU”) shall be defined consistent with the permitting jurisdiction.

“Affordable Housing” shall be housing that meets the criteria in Resolution 2020-24 in that it is restricted to those earning 30% or less than the Median Family Income (MFI) or 60% MFI or less, as calculated by the United States Department of Housing and Urban Development, and includes a deed restriction in favor of the permitting jurisdiction requiring such income restrictions for a period of at least 60 years.

“Administrator” shall be the general manager or the general manager’s designee and shall be responsible with the management and implementation of the SDC program and the APG.

“Alternative SDC” shall mean an SDC established pursuant to Section 6.

“Applicant” means the owner or other person, including any business or corporation, who applies a building permit in the City of Beaverton or areas of Washington County within the district service boundary.

“Assisted living facility” means a facility providing skilled care for residents requiring a range of supportive personal and health services.

“Building” means any structure built and maintained for the support, shelter or enclosure of persons or property of any kind. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of a building permit.

“Building Official” means that person, or designee, certified by the State of Oregon and designated as such to administer the State Building Codes for the City or County.

“Building permit” means an official permit or certificate issued by a Building Official of the permitting jurisdiction authorizing the construction or siting of any building or structure.

“Capital improvements” means public facilities or assets used for parks and recreation.

“Citizen or other interested party” means any person whose legal residence is within the boundaries of the district, as evidenced by registration as a voter within the district or by other proof of residency; or a person who owns, occupies or otherwise has an interest in real property that is located within district boundaries or is otherwise subject to the imposition of park SDCs, as outlined in Section 5.

“City” means the City of Beaverton, Oregon.

“Condition of development approval” is any requirement imposed on an applicant by a City or County land use or limited land use decision, or site plan approval.

“County” means Washington County, Oregon.

“Continuing care retirement community” is a building or group of buildings providing a continuity of residential occupancy and health care for elderly persons. This facility includes dwelling units for independent living, assisted living facilities, congregate care, plus a skilled nursing care facility of a suitable size to provide treatment or care of the residents; it may include ancillary facilities for the further enjoyment, service or care of the residents. The facility is restricted to persons over a certain age or couples (either married or domestic) where one of the spouses or partners is over a certain age.

“Credit” means the amount by which an applicant may be able to reduce the SDC fee, as provided in Section 7 of this APG.

“Development” means a building or other land construction, or making physical change in the use of a structure or land, in a manner that increases the usage of parks and recreation capital improvements or that may contribute to the need for additional or enlarged parks and recreation capital facilities.

“**District**” means the Tualatin Hills Park & Recreation District, an Oregon special district.

“**District board**” means the duly elected Board of Directors of the district.

“**Dwelling unit**” means a building or portion of a building consisting of one or more rooms including sleeping, cooking and plumbing facilities arranged and designed as permanent living quarters for one or more persons.

“**Dwelling unit, attached**” or “**attached dwelling unit**” means a dwelling unit that is attached to one or more dwelling units by one or more common walls. This definition also includes, but is not limited to, “duplex,” “townhouse,” and “row house.”

“**Dwelling unit, detached single-family,**” “**detached single-family dwelling unit**” or “**single-family dwelling unit**” means a dwelling unit that is not attached to any other dwelling unit or building.

“**Dwelling unit, duplex**” or “**duplex**” means one-half of a single building consisting of two dwelling units attached by a common wall.

“**Dwelling unit, multi-family**” or “**multi-family dwelling unit**” means a structure that contains two or more dwelling units that share common walls or floor/ceilings with one or more dwelling units. The land underneath the multi-dwelling structure may or may not be divided into separate lots. Multi-dwelling structures includes structures commonly called garden apartments, apartments, duplexes, tri- or quad-plexes, town or row houses and condominiums.

“**Dwelling unit, single room occupancy**” means a portion of a building consisting of one or more rooms including sleeping facilities with a shared or private bath, and shared cooking facilities and shared living/activity area. This definition also includes, but is not limited to “assisted living facility.”

“**General Manager**” means the chief executive officer of the district.

“**Improvement fee**” means a fee for costs associated with capital improvements to be constructed after the effective date of this APG. “**Manufactured dwelling**” or “**manufactured housing**” means a dwelling unit constructed off-site that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes, and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction.

“Manufactured dwelling park” means any place where two or more manufactured or mobile homes are located on a lot, tract, or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person.

“New development” means development for which a building permit is required.

“Non-residential development” means any development that does not include one or more dwelling units.

“Over-capacity” means that portion of an improvement that is built larger or with greater capacity than is necessary to serve the applicant’s new development or mitigate for parks and recreation system impacts attributable to the applicant’s new development.

“Owner” means the owner or owners of record of real property as shown on the tax rolls of Washington County, or a person purchasing a piece of property under contract. For the purposes of this APG in terms of violations and binding agreements between the district and the owner, the “owner” shall mean the leaseholder, tenant or other person in possession or control of the premises or property at the time of the agreement or violation of agreement or the provisions of this APG.

“Permit” means a building permit.

“Permitting Jurisdiction” means the jurisdiction – either the City of Beaverton or Washington County – issuing a building permit.

“Previous use” means the most intensive use conducted at a particular property within the past 24 months prior to the date of application for a building permit. Where the site was used simultaneously for several different uses (mixed use) then, for the purposes of this APG, all of the specific use categories shall be considered. Where the previous use is composed of a primary use with one or more ancillary uses that support the primary use and are owned and operated in common, that primary use shall be deemed to be the sole use of the property.

“Proposed use” means the use proposed by the applicant for the new development or for a change in use of a property or structure. Where the applicant proposes several different uses (mixed use), all of the specific use categories shall be considered. Where the proposed use is composed of a primary use with one or more ancillary uses that support the primary proposed use and are owned and operated in common, that primary use shall be deemed to be the sole proposed use of the property.

“Qualified public improvement” means any parks and recreation system capital facility or conveyance of an interest in real property that increases the capacity of the district’s parks and recreation system, and is:

1. Required as a condition of development approval; and
2. Identified in the district’s SDC Capital Improvement Projects List and either is:
 - a. Not located on or contiguous to property that is the subject of development approval, or
 - b. Located in whole or in part on or contiguous to property that is the subject of development approval and, in the opinion of the administrator, is required to be built larger or with greater capacity (over-capacity) than is necessary for the applicant’s new development or to mitigate for parks and recreation system impacts attributable to the applicant’s new development.

“Remodel” or “remodeling” means to alter, expand or replace an existing structure.

“Senior Housing” means independent living restricted to persons over a certain age or couples (either married or domestic) where one of the spouses or partners is over a certain age. Senior housing may be part of a continuing care facility.

“SDC Capital Improvement Projects List (SDC-CIP)” means the district adopted by Resolution No 2020-27 that identifies all of the major parks and recreation improvements projected to be funded with SDC revenues through 2040, and includes the estimated cost, timing, and percentage of costs eligible for funding from SDC revenues for each project.

“SDC Credit Agreement” means the required agreement or Memorandum of Understanding (MOU) to receive credits pursuant to Section 7 in exchange for the donation of land and/or construction of qualified public improvements or approved projects on the SDC-CIP list.

“SDC Methodology Report” means the district report entitled Parks and Recreation System Development Charges Methodology Update, dated November 12, 2020 adopted by resolution No. 2020-25.

SECTION 3. RULES OF CONSTRUCTION.

For the purposes of administration and enforcement of this APG, unless otherwise stated in this APG, the following rules of construction apply:

- A. In case of any difference of meaning or implication between the text of this APG and any caption, illustration, summary table, or illustrative table, the text shall control.
- B. The word “shall” is always mandatory and not discretionary; the word “may” is permissive.
- C. Words used in the present tense shall include the future; words used in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.
- D. The phrase “used for” includes “arranged for,” “designed for,” “intended for,” “maintained for,” or “occupied for.”
- E. Where a regulation involves two or more connected items, conditions, provisions, or events:
 - 1. “And” indicates that all the connected terms, conditions, provisions or events shall apply;
 - 2. “Or” indicates that the connected items, conditions, or provisions or events may apply singly or in any combination.
- F. The word “includes” shall not limit a term to the specific example, but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- G. The word “structure” includes the word “building.”
- H. The words “land,” “property,” “site,” “lot,” and “premises” are used interchangeably unless the context clearly indicates to the contrary.
- I. The words “proposal,” “application,” and “request” are used interchangeably unless the context clearly indicates to the contrary.

SECTION 4. SDC RATES, ANNUAL COST ADJUSTMENT AND METHODOLOGY.

A. SDC Rates.

- 1. As of the adoption of Resolution 2022-08 (adopting the updated system development charge methodology), the residential rates are set forth in the following Table 1 and Table 2 sets forth the non-residential rates. These rates shall be annually adjusted pursuant to Section 4.A.2.

Table 1: Residential SDCs (Resolution ~~2022-08~~2024-11) – Effective September 1, 2024

FY2024/254 Residential SDC Schedule*

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

*All figures are rounded to nearest dollar

¹Includes compliance charge

²~~City and County administration~~² Administration charge (2.60%)

Table 2: —Non-Residential SDCs (Resolution ~~2022-08~~2024-11) – Effective September 1, 2024

*FY2023/24 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 | \$503 | \$414 |
| Warehousing | <i>TGSF</i> | 2,910 | 0.34 | \$221 | \$227 |
| Special Categories | | | | | |
| College, Private School, Day Care Facility | <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 | \$1635 |
| 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

¹~~City and County administration~~¹Administration charge (2.60%)

B. Annual Cost Adjustment.

ORS 223.304(8) allows for the periodic adjustment in SDC rates based on changes in district-adopted cost indices. Therefore, the district shall calculate the adjustment in the dollar amounts of the SDC rates set forth in the SDC Methodology report on or about June 1st of each year to account for changes in the expected costs of debt service and of acquiring and constructing facilities. The adjustment factor shall be based on the change in average market value for the prior fiscal year of undeveloped residential land in the district, within the Metro Urban Growth Boundary, according to the records of the County Tax Assessor, and the annual average change in construction costs according to the *Engineering News Record* (ENR) Construction Cost Index for Seattle (as reported in the January issue of the ENR); and shall be determined as follows:

$$\begin{aligned} & \text{Change in Average Market Value X 0.50} \\ + & \text{Change in Construction Cost Index X 0.50} \end{aligned}$$

= Parks and Recreation System Development Charge Adjustment Factor

The parks and recreation System Development Charge Adjustment Factor shall be used to adjust the parks and recreation SDC, unless it is otherwise adjusted by the board or the board decides to forego an adjustment. If the board decides to forego an adjustment in a given year, such action shall not prevent the board from implementing the adjustment at a later time.

C. Methodology.

1. The methodology used to establish or modify SDC rates shall consider the estimated cost of projected capital improvements needed to increase the capacity of the system to which the fee is related. The methodology shall be calculated to obtain the cost of capital improvements for the projected need for future system users.
2. The methodology used to establish or modify the improvement fee or the reimbursement fee, or both, shall be contained in a resolution adopted by the district board.

D. Review of the Methodology. The parks and recreation SDC methodology report is the basis for calculating the parks SDCs due from new development, and shall be revised, amended or replaced as follows:

1. No later than every five (5) years, as measured from the adoption of the last SDC methodology update, or as determined necessary by the administrator, the district shall undertake a review to determine that sufficient money will be available to help fund the parks and recreation SDC-CIP identified capacity increasing facilities; to determine whether the adopted SDC rate keeps pace with inflation; whether the parks and recreation SDC-CIP should be modified; and to ensure that such facilities will not be over-funded by the SDC receipts.
2. In the event that during the review referred to above, it is determined an adjustment to the SDC is necessary for sufficient funding of the SDC-CIP improvements or to ensure that the SDC-CIP improvements are not overfunded by the SDC, the district board may propose and adopt appropriately adjusted SDCs.
3. The district board may from time to time amend or adopt a new SDC methodology report by resolution.

SECTION 5. APPLICABILITY, CALCULATION AND PAYMENT AND DEFERRAL OF PARKS SYSTEM DEVELOPMENT CHARGES

- A. Applicability. The SDC applies to all new development within the district, including all lands annexed to the district as authorized by Washington County Ordinance No. 624, or the City of Beaverton's Long-Term Annexation Strategy, unless it is specifically exempted from the SDC pursuant to Section 6.

The SDC imposed by this APG are separate from and in addition to any applicable tax, assessment, charge or fee otherwise provided by law or imposed as a condition of development.

B. Calculation of SDCs.

1. Change in Use. In a case where there is a modification to an existing structure (such as a change in use, alteration, expansion or replacement), the SDC is charged only if the modification will result in a net increase in the number of dwelling units (for residential development) or employees (for non-residential development), calculated as follows:
 - a. Calculate an SDC on the proposed use as though the entire development was subject to the SDC;
 - b. Calculate an SDC on the previous use, before modification, expansion, or redevelopment, as though the previous was subject to the SDC;
 - c. Calculate the net SDC amount by subtracting the result of step b from the result of step a; if the result is zero or less than zero, no SDC is due. No refund shall be granted as a result of this calculation.
2. Parks and recreation SDCs for new development are calculated as follows:
 - a. Residential Development shall be charged per unit for the number of dwelling units to be included in the project. The rates per unit shall be those that were most recently adopted by resolution of the district board.
 - b. Manufactured housing shall be charged at the
 - i. Detached single-family dwelling unit rate if located on an individual lot; or
 - ii. At the accessory dwelling unit rate if located in a manufactured dwelling park.
 - c. Continuing Care Community. The SDCs for a continuing care community shall be the sum of the components of the community, as determined as follows:
 - i. At the senior housing rate for independent living units;
 - ii. At the employment rate (Retail – restaurant/bar) for any communal dining facilities; and

- iii. At the appropriate employment rate for any other such amenities as may be included in the community.
 - d. Single room occupancy dwelling units shall be charged at one-half the multi-family dwelling unit rate.
 - e. Non-Residential Development
 - i. An applicant for a building permit shall indicate the type and number of square feet of building space, or other appropriate unit as provided in Table ~~32~~ above, for each non-residential use to be included in the project. Guidelines for the number of square feet required for each employee are included in Table ~~3-2~~ for major standard industry classifications. Where a proposed use does not specifically match one of the classifications listed in the table, the listed classification that most closely matches the proposed use, as determined by the administrator, may be substituted.
- C. When Payment is Due. Except as may be required by ORS 223.205-223.295 (Bancroft Bonding Act) or as provided below, payment of the parks SDC is due at the time of issuance of the building permit. The SDCs may be collected by the city or county with whom the district may enter into agreement for such collection. If credits have been granted pursuant to Section 7, the district shall issue “waivers” to the applicant to present to the city or county, as applicable.
- D. Deferral of SDCs.
 1. Deferrals of the payment of SDCs may be granted in the following circumstances:
 - a. By resolution of the board upon a finding that the subject development meets a category of special need in the district for which the district and other service providers have agreed to grant special financial treatment in order to advance a specific public benefit. The resolution shall include the timing for the deferral.
 - b. By the administrator in cases of extreme circumstances or financial hardship, the administrator is authorized to enter into an agreement deferring payment of the applicable SDCs until no later than occupancy of the first dwelling unit in a given phase. The applicant shall have the burden of proving such circumstances or hardship, which may require sharing its development pro-forma with the district, which the district shall not share with any third party. Any agreement for deferral shall be in writing, signed by the administrator and applicant, and must be submitted to the jurisdictional agency controlling the permit.
 - c. A denial of the deferral may be appealed pursuant to Section 9.
 2. Deferrals do not constitute a waiver of SDC payment but, rather, a delay in the normal schedule for collection of the fee.

SECTION 6. EXEMPTIONS, AFFORDABLE HOUSING WAIVERS AND ALTERNATIVE SDC CALCULATIONS.

Notwithstanding Section 5, certain types of new development are either fully or partially exempt from paying SDCs.

- A. Exempt Developments. The following new developments are fully exempt:
 1. Temporary uses, so long as the use or structure proposed in the new development will be used for not more than 180 days in a single calendar year.
 2. Alteration permits for tenant improvements.
 3. Alteration, expansion or replacement of an existing residential dwelling unit where no additional residential dwelling unit is created.
 4. The issuance of a placement permit for a manufactured home unit on a lot or parcel on which applicable park SDCs have previously been paid.
 5. New development that, in the administrator's opinion, will not create demands on the parks and recreation system greater than those of the present use of the property.
 6. Public Pre-Kindergarten through 12th Grade Schools.
- B. Partial Exemption. Where new development includes a mix of exempt and non-exempt forms of development, only that/those portion(s) of the new development that qualify under this provision are eligible for an exemption. The balance of the new development that does not qualify for any exemption shall be subject to the full SDC.
- C. Applying for Exemption. Any applicant seeking an exemption under this Section shall request that exemption, in writing, no later than the time of application for the building permit. In support of the exemption request, the applicant must provide complete and detailed documentation demonstrating that the applicant is entitled to one of the exemptions described in Section 6.A.
- D. Administrator's Decision.
 1. The administrator shall grant the exemption if, in the administrator's opinion, the applicant has demonstrated with credible, relevant evidence that it meets the pertinent criteria in Section ~~56~~.A.
 2. Within 21 days of the applicant's submission of the request, the administrator shall provide a written decision explaining the basis for rejecting or accepting the request.
- E. Denial of an Exemption Request. An applicant whose exemption has been denied may
 1. Request an alternative SDC exemption under Section 6.A prior to the issuance of a building permit for the new development;
 2. Request a partial exemption under Section 6.B; or

3. Appeal the denial to the board pursuant to Section 9.

F. Affordable Housing SDC Waivers

1. Staff shall work with affordable housing developers to determine if public open space can be included in an affordable housing development and qualify for credits in accordance with Section 7.
2. In accordance with Resolution 2020-24 (A Resolution of the Board of Directors of the Tualatin Hills Park & Recreation District Adopting a System Development Charge Affordable Housing Waiver Policy), SDCs shall be waived for restricted, qualified regulated affordable housing as follows:
 - a. 100% waiver of SDCs for qualified regulated housing units restricted to those earning 30% or less than the Median Family Income (MFI) as calculated by the United States Department of Housing and Urban Development; and
 - b. 50% waiver of SDCs for qualified regulated housing units restricted to those making between 31-60% MFI.
3. An applicant applying for affordable housing waivers under the previous subsection shall provide the following information:
 - a. The number of units at the 30% MFI level and the 60% MFI level for which an SDC waiver is being sought;
 - b. A copy of a deed restriction in favor of the permitting jurisdiction requiring the property owner to maintain the number of affordable housing units receiving an SDC waiver for at least 60 years; and
 - c. A copy of the following documents:
 - i. Its organizational equity plan;
 - ii. Outreach plan for the development (should show who is looking for homes in the community and how they are targeting communities of color); and
 - iii. Lease screening criteria.
4. SDC credits granted pursuant to Section 7 shall be applied before any SDC waivers for affordable housing.
5. Affordable housing waivers issued pursuant to this section shall not exceed 632 units, of which at least 225 shall be reserved for units available to those earning 30% or less than the MFI. [Resolution 2020-24.]
6. Staff shall provide an annual reporting no later than ~~September-December~~ of each year of the following:
 - a. The number of affordable housing waivers granted in the previous fiscal year and cumulative number of affordable housing waivers granted;

- b. The value of the affordable housing waivers granted in the previous fiscal year and the cumulative value of affordable housing waivers granted; and
- c. The amount of grants or other funding awarded and received for SDC eligible projects in the previous fiscal year and the cumulative amount of grants or other funding awarded and received for SDC eligible projects starting in fiscal year 2020/21.

G. Alternative SDC Rate Calculation.

1. An applicant may request an alternative SDC rate calculation if:
 - a. The applicant believes that the number of persons per dwelling unit resulting from the new development is, or will be, less than the number of persons per dwelling unit established in the SDC methodology report, and for that reason, the applicant’s SDC should be lower than that calculated by the district.
 - b. The applicant believes that the number of employees resulting from the new development is, or will be, less than the number of employees established in the SDC methodology report, and for that reason, the applicant’s SDC should be lower than that calculated by the district.
2. If an applicant believes that the occupancy or employment assumptions for the class of structures that includes new development are inaccurate, the applicant must request an alternative SDC rate calculation under this section prior to the issuance of a building permit for the new development. Alternative SDC rate calculations must be based on analysis of occupancy of classes of structures, not on the intended occupancy of a particular new development.
3. In support of the alternative SDC rate request, the applicant must provide complete and detailed documentation, including verifiable dwelling occupancy or employment data, analyzed and certified by a suitable and competent professional. The applicant’s supporting documentation must rely upon generally accepted sampling methods, sources of information, cost analysis, demographics, growth projections, and techniques of analysis as a means of supporting the proposed alternative SDC rate. The proposed alternative SDC rate calculation shall include an explanation with particularity why the rate established in the SDC methodology does not accurately reflect the new development’s impact on the district’s capital improvements.
4. The administrator shall apply the alternative SDC rate if, in the administrator’s opinion, the following are found:

- a. The evidence and assumptions underlying the alternative SDC rate are reasonable, correct and credible and were gathered and analyzed in compliance with generally accepted principles and methodologies consistent with this section;
 - b. The calculation of the proposed alternative SDC rate was by a generally accepted methodology; and
 - c. The proposed alternative SDC rate better or more realistically reflects the actual impact of the new development than the rate set forth in the SDC methodology report.
5. If, in the administrator’s opinion, all of the above criteria are not met, the administrator shall provide to the applicant (by certified mail, return receipt requested) a written decision explaining the basis for rejecting the proposed alternative parks and recreation SDC rate.
- H. Appeal of a Denial of an Alternative Rate SDC. The decision of the administrator may be appealed to the district board, as described in Section 9. In addition, all persons who object to the calculation of a system development charge have a right to challenge the decision and petition for review of a final board decision pursuant to ORS 34.010 to 34.100.

SECTION 7. SDC CREDITS.

Applicants may apply for credits against (reductions of) the amount of SDCs they owe. Credits may be given by the district for the value of the:

- Donation or contribution of land;¹
- An improvement or another asset that is considered a “qualified public improvement;” or
- Construction of other park or recreation facilities in the district’s SDC-CIP list and approved by the administrator as an SDC credit project.

The following provisions shall serve as a “safe harbor” for an applicant in that if the procedures set forth in this section are followed, the applicant shall be entitled to SDC credits.

- A. Requests for Credits. Prior to filing of an application for a building permit for which SDC’s will be due, the applicant shall submit to the administrator a request for credits for qualified public improvements, donation or contribution of land or construction of park or recreation facilities on the district’s SDC-CIP list. Such request shall include

¹ Requests by the applicant for cash payment for land shall be subject to board approval and subject to board policies on land acquisition, as well as the process described in Section 7.D.

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a proposed plan and estimate of cost for contributions of land and/or improvements. The proposed plan and estimate shall include:

1. A designation of the development for which the proposed plan is being submitted;
2. A description of any land proposed to be donated and/or improved;
3. A list of the contemplated capital improvements contained within the plan, including:
 - a. How they meet the criteria for a “qualified public improvement;” or
 - b. Evidence that the proposed improvements are on the SDC-CIP list and how they reduce the development’s demand upon existing capital improvements and/or the need for future capital improvements;

~~4. An estimate of the proposed construction costs; and~~

4. A letter detailing whether the applicant desires to receive credits:

a. To be expended within any phase of a project for which the proposed plan is being submitted. If the applicant desires to expend SDC credits, the district and the applicant shall outline the terms that govern SDC fee payment, waiver issuance and credit reimbursement via an escrow arrangement within the SDC Credit Agreement and include an SDC Escrow Agreement as an exhibit to the SDC Credit Agreement; or

b. To be retained to reduce SDCs owed toward a future project with approval of the SDC administrator pursuant to section 7.M. The applicant will pay the SDC directly to the governing permitting agency. The terms for reimbursement of credits shall be outlined within an SDC Credit Agreement; and

5. A proposed time schedule for completion of the proposed improvement(s), including any master planning and outreach that may be required. Any required engagement shall be consistent with district engagement procedures.

B. District Response. The administrator shall respond to the applicant’s request in writing within 21 days of when a completed request is submitted on whether the district will proceed with the requested credit, or if additional time or material is required to review the request. If additional time or material is required, the administrator shall notify the applicant, in writing, of the amount of time and/or additional material required. If denied, the administrator shall provide a written explanation of the decision on the SDC credit request.

C. Remedy to District’s Response. If the applicant disputes the administrator’s decision with regard to the amount of an SDC Credit or a denial of an SDC Credit request, the applicant may seek an appeal pursuant to Section 9.

D. Conditions for SDC Land Acquisition Credits. If an SDC credit request for the acquisition of land is approved, the following conditions must be met in order for an

applicant to receive SDC credits. Failure to meet any or all of these requirements shall result in forfeiture of the right to credits, unless otherwise agreed to, in writing, by the administrator.

1. The district and the applicant shall enter into a letter of intent or Memorandum of Understanding (MOU) outlining the terms for the purchase and sale of the property, including timing for appraisal, appraisal review, due diligence and closing.

In the event the governing jurisdiction, either through code or condition of approval, requires assurances that property will be transferred to the district, or actual transfer, by a given time, the parties may enter into a purchase and sale agreement (PSA) in lieu of an MOU or letter of intent for the acquisition of land, more fully described in section 7.D.4. In such instance, the PSA shall provide that the price will be determined by appraisal consistent with subsection 7.D.3.

A

2. An SDC Credit Agreement must be signed by the applicant and approved by the administrator.

a. If the SDC Credit Agreement includes an SDC Escrow Agreement as described in section 7.A.4.a, the SDC Escrow Agreement must be signed by the applicant and approved by the administrator.

3. Upon receipt of the legal description from the applicant, the district may obtain a written appraisal based on fair market value by a qualified and professional appraiser based on comparable sales of similar properties between unrelated parties in a bargaining transaction. For lands with an appraised value over \$100,000, the appraisal shall be verified by an independent appraisal review. In new urban areas, all appraisals and appraisal reviews shall be based on the underlying zone and the assumption (with the exception of natural resource land, which shall be valued recognizing restrictions on development) that the property is developable pursuant to the applicable zoning regulations, but with the property unentitled and unimproved. The valuation date shall be the date the district receives the legal description for the property to be acquired. Appraisals and appraisal reviews will be completed in accordance with District Compiled Policy 8 – District Property. If closing occurs more than one year after the date of appraisal, the appraisal shall be updated at the cost of the seller.
4. Upon agreement between the applicant and district on the price, as supported by appraisals performed in accordance with the previous subsection, the parties shall enter into a Purchase and Sale Agreement.

5. Purchase of land shall be subject to:
 - a. Board approval;
 - b. Due diligence determined necessary by the District; and
 - c. Other such conditions as deemed warranted by the District.
- E. Conditions for SDC Credit Development Projects. If an SDC credit request is approved for the development of an amenity, the following conditions must be met in order for an applicant to receive SDC credits. Failure to meet any or all of these requirements shall result in forfeiture of the right to credits, unless otherwise agreed to, in writing, by the administrator.
 1. Prior to the commencement of work on the project, the district and the applicant shall enter into a Memorandum of Understanding (MOU) outlining the project goals and objectives. The MOU shall, at a minimum, specify the estimated project costs, public engagement efforts, construction and inspection schedule, schedule for meetings between the applicant and district project managers and other project requirements and conditions.
 2. A SDC Credit Agreement must be signed by the applicant and approved by the administrator.
 - a. If the SDC Credit Agreement includes an SDC Escrow Agreement as described in section 7.A.4.a., the SDC Escrow Agreement must be signed by the applicant and approved by the administrator.
 3. Any improvement that is not subject to an existing board-approved master plan shall under-go a master planning process. The master planning process shall be approved by the administrator and shall comply with the district's policies and procedures for public outreach. Master plans for new parks shall be subject to board approval.
 4. Development plans and specifications must be reviewed and approved by the district at the following times:
 - a. In advance of applying for land use approval from the City or County;
 - b. At the 50% construction document level (including specification table of contents and cost estimate);
 - c. At the 90% construction document level (including complete technical specifications) prior to submittal to the City or County; and
 - d. City or County approved full plan set.
 5. All materials must be approved by the district and meet district standards, which may be different from City and County standards, as set forth in the applicable Functional Plan(s).
 - a. If materials submitted are incomplete, the district shall notify the applicant of missing materials within 10 business days.

- b. The district shall provide comments on materials within 10 business days of receiving all necessary materials.
- 6. Americans with Disabilities Act (ADA) access standards must be met in the construction of all public parks and recreation facilities. Any exceptions to accessibility requirements must be consistent with the applicable Functional Plan(s).
- 7. Upon approval of plans, costs and any other required documentation, the district will issue a notice to proceed for construction. Construction started before the issuance of a notice to proceed may be (1) subject to forfeiture of SDC credits and (2) require removal of improvements not constructed to district standards at the expense of the applicant.
- 8. After construction close-out, the applicant shall provide as-built plan drawings and a minimum of a one-year written warranty guarantee for all improvements constructed on land to be transferred to the district. The warranty period begins the day SDC credited improvements are accepted by the district or at closing, whichever is later.

F. Final Inspection; Correction of Deficiencies.

- 1. When an applicant has completed construction, and is otherwise ready to claim SDC credits on approved capital improvements constructed in accordance with the conditions in Section 7.E., the applicant shall request a final inspection. District staff will inspect all improvements and, if necessary, develop a closeout deficiency list. Once all deficiency list items have been satisfied, the one-year warranty will go into effect and, upon receipt of the close out documents or at closing whichever is later, including the as-built plan drawings and final permit approvals, credits will be issued as provided in this guide and consistent with the SDC Credit Agreement.

a. In cases where SDC Escrow Agreements as described by section 7.A.4.a are applicable, credits will be issued as provided by this APG and consistent with the SDC Credit Agreement and SDC Escrow Agreement. If the value of escrowed funds are less than the value of land or qualified public improvements as determined by section 7.G., the SDC administrator may approve SDC credits in excess of the value of escrowed funds, and shall not exceed the value of the land and qualified public improvements.

- 2. In the event that closeout deficiency items are not completed within 30 days of notice of deficiencies, the district may opt to correct the deficiencies and withhold SDC credits in the amount necessary for the corrective action. In such an event, the district shall provide the applicant written notice of the outstanding

deficiencies and the cost of corrective action. In the event the applicant fails to correct deficiencies, the district may also avail itself of the remedies provided in Section 7.H.

G. Calculating the Amount of SDC Credits.

1. Land Acquisition. For land required to be donated to or otherwise acquired by the district by conditions of approval or through an approved community or comprehensive plan, the district shall provide SDC credits for the acquisition. The value of the credits shall be based on the appraisal process described in ~~Section 6.D~~ District Compiled Policy 8 – District Property.
2. Qualified Public Improvements. If a qualified public improvement is located in whole or in part on or contiguous to the property that is the subject of the development approval and is required to be built larger or with greater capacity than is necessary for the particular development project, a credit shall be given for the cost of the portion of the improvement that exceeds the district’s minimum standard facility size or capacity needed to serve the particular development or project or property. The applicant shall have the burden of demonstrating that a particular improvement qualifies for credit under this subsection. The request for credit issuance shall be filed in writing no later than 60 days after the acceptance of the improvement by the district.
3. Credits for Capital Improvements Other Than Qualified Public Improvements. Where the district and an applicant agree the capital improvement project is eligible for SDC credits in accordance with Section 7.A.3.b, eligible costs shall include soft (design, engineering and permitting) and hard (construction and materials) costs. Costs will be determined, as follows:
 - a. The cost to the district to construct the improvements, shall be determined by a qualified third-party estimator. Upon approval of construction plans and items eligible for credit, the district and developer shall agree on an estimator. The applicant shall include the district communications with the third-party estimator, including submission of items to be included in the estimate. The district shall review the third-party estimate and provide comments within five (5) business days. If there is a dispute over items included in the estimate, the applicant and district shall meet to resolve such dispute. The cost shall include no more than a five percent (5%) contingency. Requests for the use of the contingency fee shall be submitted to the district, in writing, with supporting documentation and must be approved by the district, in writing, to be eligible for credit.
 - b. In the alternative to calculating credits in the preceding subsection, the applicant may request to be reimbursed actual costs to the applicant. Such costs shall be submitted to the district for review and approval prior to the

commencement of any construction activity. The district shall have five (5) days to notify the applicant of any additional materials needed to review costs. The district shall have no less than ten (10) business days from receipt of all necessary materials to review cost estimates and shall provide any objections to the applicant in writing. Cost overruns must be submitted to the district, in writing, with documentation supporting the overrun and be approved by the district, in writing, to be eligible for credit.

- c. In addition to costs determined under subsection a or b above, soft costs (design, engineering and permitting) in the following amounts may be included on construction costs only in the following percentages of construction cost:

- i. \$0-\$500K Construction = 20% soft cost (up to \$100K)
- ii. \$501K - \$1.5M Construction = 17% soft cost (\$85K-\$255K)
- iii. \$1.51M + Construction = 14% soft cost (\$210K)

- d. The following costs are not eligible for SDC credits:

- i. Mitigation directly related to the greater development of the project site.
- ii. Improvements needed to accommodate other agencies other than the district.
- iii. Costs related to the applicant's error.
- iv. Costs related to wet weather construction.

H. District Remedies. In the event that improvements are constructed without prior district review and approval of plans and/or costs do not meet district specifications/standards or the applicant did not follow the requirements in Section 7.E., the district, at its option, may:

1. Refuse to accept the improvements and withhold SDC credits;
2. Require such improvements to be reconstructed or replaced to meet district specifications/standards or removed. The extra costs associated with the reconstruction, replacement or removal shall be assumed by the applicant. Additional SDC credits will not be allowed for extra work required to meet district specifications/standards;
3. Remedy the deficiency and deduct such cost from the SDC credits; and/or
4. Require an extended warranty pursuant to Section 7.I.

I. Extended, Insured Warranties. Extended, insured warranties may be required in the following circumstances:

1. The district agrees to accept improvements where plans or costs were not provided for the district's review and approval prior to the commencement of construction;

2. The district was not provided opportunity to inspect improvements at agreed to intervals;
 3. Improvements were not constructed in accordance with district standards and/or approved plans;
 4. The applicant failed to follow any of the requirements of Section 7.E. or terms of an SDC Credit Agreement, MOU, or other written agreement; or
 5. The parties have agreed, in writing, to an extended warranty in exchange for a modified inspection schedule.
- J. Deductions from SDC credits. Deductions or withholdings may be made to SDC credits under the following circumstances and/or for the following district costs:
1. Costs to correct deficiencies pursuant to Section 7.F.
 2. Costs to correct deficiencies where work by the applicant was not performed in accordance with district-approved plans or to district standards. Prior to deducting such cost, the district shall provide the applicant written notice of the deficiency and the estimated cost to correct such deficiency. The applicant shall have (10) business days from receipt of such notice to inform the district whether it will correct the deficiency.
 3. The applicant shall be responsible for the district's project management costs that exceed the cost if the district had managed the construction of the improvements.
 - a. At the outset of the project, the district shall notify the applicant of the estimated cost for the district to manage the design, permitting and construction of the project.
 - b. The district shall notify the applicant when its project management costs have reached the amount in the preceding section and shall subsequently submit the applicant monthly invoices for its project management time.
 - c. The amount of the district's project management costs as submitted pursuant to subsection J.3.b shall be deducted from the amount of SDC credits due to the applicant.
- K. Reimbursement of SDCs. ~~Any~~ Provided the applicant elects to receive credits to be retained to reduce SDCs owed toward a future project as described in section 7.A.4.b., an applicant who submits a proposed plan pursuant to this Section, and desires the immediate issuance of a building permit, shall pay applicable system development charges ~~to the governing permitting jurisdiction.~~ Said payment shall not be construed as a waiver of any credit. If credits are subsequently approved, any difference between the amount of SDCs paid to the governing permitting jurisdiction and the amount that would have been paid net of credits, as determined by the administrator, shall be refunded to the applicant, less ~~the any~~ processing fee charged by the issuing jurisdiction and administration fees associated with the

refund. In no event shall a refund by the district under this subsection exceed the amount of SDCs originally paid by the applicant.

~~L.~~ Excess Credits.

~~M.L.~~ Upon transfer of public improvements, ~~Where~~ the amount of ~~an SDC Credit~~ public improvement cost, approved by the administrator under this Section, exceeds the amount of the SDCs ~~assessed paid by the developer by the district upon a new development~~, the difference excess credit may be applied against future SDCs that accrue in subsequent phases of the original development project. ~~In no event shall~~ SDC credits granted shall not exceed the amount of SDCs due on a development project unless authorized, in writing, by the administrator.

~~N.M.~~ Transfer of Credits. Credits shall not be transferable from one development project to another, unless authorized, in writing, by the administrator.

~~O.N.~~ Time Limit for Use of Credits. Credits must be used within 10 years from the date the credit is given.

SECTION 8. RECEIPT, USE, EXPENDITURE, AND REFUNDS OF PARKS SDC REVENUES

A. Deposits.

1. The district shall establish separate accounts for each type of SDC, i.e., improvement and compliance and administration fees, which shall be maintained apart from all other accounts of the district. The proportion of SDC revenues to be allocated to each fund shall be determined from the most recent SDC methodology that was adopted by resolution of the district board.
2. Until needed for an authorized use, moneys deposited in the SDC accounts may be invested by the district, and any interest earned shall be credited to the SDC accounts in proportion to the amounts on deposit.

B. Authorized Uses

1. Capital Improvement Fees. The capital improvement must be included in the district's parks and recreation SDC-CIP. The SDC-CIP must: (1) list the specific projects that may be funded with SDC revenues; (2) provide the cost of each project; and (3) provide the estimated timing of each project. The SDC-CIP may be amended at any time. Moneys in the SDC improvement fee fund must be used for capital improvements that create additional capacity for new users. Moreover, the portion of a project that may be funded with improvement fee revenue must not exceed the eligibility percentage of that project that is specified for that project in the SDC-CIP.
2. Fees collected may be used for the direct costs of complying with the State statutes governing SDCs and for the costs of administering the SDC program.
3. SDC revenues may be used for purposes that include, but are not limited to, the following:

- a. Design and construction plan preparation and consultant fees;
 - b. Permitting;
 - c. Land and materials acquisition, including any costs of acquisition or condemnation. Land acquisition costs shall include environmental clean-up and demolition of structures;
 - d. Construction of parks and recreation capital improvements;
 - e. Design and construction of new drainage facilities required by the construction of parks and recreation capital improvements and structures;
 - f. Design and construction of new streets or other street improvements, drainage facilities, or other public improvements required by the construction of parks and recreation capital improvement structures. Improvements that an applicant is required to construct as a condition of approval of a development application shall not be eligible for SDC revenues;
 - g. Relocating utilities required by the construction of improvements;
 - h. Landscaping;
 - i. Construction management and inspection;
 - j. Surveying, soils and material testing;
 - k. Acquisition of capital equipment that is an intrinsic part of a facility;
 - l. Demolition that is part of the construction of any of the improvements on this list;
 - m. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the district to provide money to construct or acquire parks and recreation facilities; and
 - n. Direct costs of complying with the provisions of ORS 223.297 to 223.314~~6~~, including the consulting, legal and administrative costs required for developing and updating the system development charges methodologies and capital improvement program; and the costs of collecting and accounting for system development charge expenditures.
- C. Prohibited Uses. Money on deposit in the parks and recreation SDC accounts shall not be used for:
- 1. Any expenditure that would be classified as a maintenance or repair expense; or
 - 2. Costs associated with the construction of administrative office facilities that are more than an incidental part of other capital improvements; or
 - 3. Costs associated with acquisition or maintenance of rolling stock; or
 - 4. Operating costs after completion of capital improvements.
- D. Challenges of Expenditures.
- 1. Any citizen or other interested person may challenge an expenditure of SDC revenues by filing a challenge to the expenditure with the administrator within

- two (2) years after the date of the disputed SDC revenue expenditure. The fee for filing such a challenge shall be \$100.
2. A challenge to an expenditure shall be submitted, in writing, and shall include the following information:
 - a. The name and address of the citizen or other interested person challenging the expenditure;
 - b. The amount of the expenditure, the project, payee or purpose and the approximate date on which it was made; and
 - c. The reason why the expenditure is being challenged.
 3. The administrator will review the challenge and determine whether or not the expenditure was made in accordance with the provisions of the methodology, the APG and/or ORS 223.
 4. If the district finds that the expenditure was not appropriate, the parks and recreation SDC account(s) must be reimbursed from other sources.
 5. The district shall notify the person who submitted the challenge of the results of the review within twenty (20) business days following completion of the review.
- E. Refunds of SDCs.
1. The district shall grant a refund of SDCs for the following reasons:
 - a. The administrator finds that there was a clerical error in the calculation of the SDC. In such an event, the SDC refund shall be in the amount of any overcharge;
 - b. The SDCs have not been expended within ten (10) years of receipt; or
 - c. The district determines through an alternative SDC rate calculation, alternative SDC credit calculation, alternative SDC exemption, or appeal that the amount paid for the SDCs exceeded the amount determined to be appropriate for the new development.
 2. An applicant or owner shall be eligible to apply for a refund if:
 - a. The building permit or placement has expired, and the development authorized by such permit was not commenced. If development was started but not completed, no refund shall be due for completed structures that are suitable for occupancy; or
 - b. The SDCs have not been expended or encumbered prior to the end of the fiscal year immediately following the 10th anniversary of the date upon which such charges were paid. For the purposes of this Section, first funds received shall be deemed to be the first funds expended.
 3. An application for a refund shall be filed, in writing, with the administrator and shall contain the following information:
 - a. The name and address of the petitioner;
 - b. The location of the property that is subject of the SDC;

- c. A notarized, sworn statement that the petitioner is the current owner of the property on behalf of which the SDC fees were paid; including proof of ownership, such as a certified copy of the latest recorded deed;
 - d. The date the SDC fees were paid;
 - e. A copy of the receipt of payment of the SDC fees; and, if appropriate,
 - f. The date the building permit or placement permit was issued and the date of expiration.
4. The application for a refund shall be filed within ninety (90) days of the expiration of the building permit, placement permit, or within ninety (90) days of the end of the fiscal year following the 10th anniversary of the date upon which the SDC fee was paid. Failure to timely apply for a refund of the SDC fee shall waive any right to a refund.
 5. Within thirty (30) days from the date of receipt of a petition for refund, the district will advise the petitioner of the status of the request for refund and, if such request is valid, the SDC shall be returned to the petitioner.
 6. Refunds shall not be allowed for failure to timely claim credit or for failure to timely seek an alternative SDC rate under Section 6.F at the time of submission of an application for a building permit.
 7. Refunds shall include interest earned on funds while on deposit in the parks and recreation SDC account.
 8. Denial of a refund may be appealed pursuant to Section 9.

SECTION 9. APPEALS

- A. Appeals. Any person may appeal to the district board any decision of the administrator made pursuant to this APG by filing a written request with the administrator within fourteen (14) days after the delivery of the administrator's written decision to the applicant. The fee for appealing a decision to the district board shall be \$~~27~~50.
 1. The appeal to be filed with the district board should contain the following information:
 - a. The name and address of the applicant;
 - b. The legal description of the property in question;
 - c. If issued, the date the building permit was issued;
 - d. A brief description of the nature of the development being undertaken pursuant to the building permit;
 - e. If paid, the date the system development charges were paid; and
 - f. A statement of the reasons why the applicant is appealing a decision.
 2. Upon receipt of an appeal, the district shall schedule a hearing before the board of directors at a regularly scheduled meeting or a special meeting

- called for the purpose of conducting the hearing and shall provide the applicant written notice of the date, time and place of the hearing.
3. The district board shall conduct a hearing in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedures and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner, with each party having an opportunity to be heard and present information and evidence.
 4. An applicant who appeals a decision and desires the immediate issuance of a building permit must pay the applicable system development charges prior to the time the request for hearing is filed. Such payment shall be deemed paid under “protest” and shall not be construed as a waiver of any review rights.
 5. An applicant may appeal a decision under this Section without paying applicable system development charges, but no building permit shall be issued until such system development charges are paid in the amount initially calculated or the amount approved upon completion of the review provided in this Section.
 6. The district board shall decide an appeal within one hundred twenty (120) days of the date of the appeal unless otherwise agreed to between the appellant and the district board. The decision of the district board may be reviewed under ORS 34.~~919-010~~ to 34.100, and not otherwise.

SECTION 10. AMENDMENT OF THE SDC-CIP

Any capital improvement being funded wholly or in part with revenues from the district’s SDC fund shall be included in the district’s adopted SDC-CIP. This list may be modified at any time by resolution of the district board. If the district’s SDC will be increased by a proposed modification of the SDC-CIP to include one or more SDC-eligible capacity-increasing capital improvements, the following provisions shall apply.

- A. The district shall provide at least 30-days’ notice of the proposed modification to persons who have requested notice. Such notice shall include the proposed adoption date.
- B. If the district receives a written request for a hearing on the proposed modification within fourteen (14) days of the date the proposed modification is scheduled for adoption, the district shall hold a public hearing. The district shall provide written notice to such persons requesting a hearing of the date, time and location for the hearing. To allow adequate time to provide notice, the hearing (and any action on the proposal) shall be scheduled for the next public meeting after the date the proposed modification was scheduled for adoption.

- C. If the district does not receive a written request for a public hearing, none is required, and the proposed modification and increase in the SDC may be adopted by the district board.
- D. Any decision of the district to increase the SDC by modifying the SDC-CIP may be judicially reviewed only as provided in ORS 34.010 to 34.100.

SECTION 11. NOTICE

- A. Maintenance of List. The district shall maintain a list of persons who have made a written request for notification prior to adoption or modification of a methodology for park SDCs. The district may periodically delete names from the list, but at least 30 days prior to removing a name, the district must notify the person whose name is to be deleted that a new written request for notification is required if the person wishes to remain on the notification list.
- B. Notice. Written notice shall be mailed to persons on the list at least 90 days prior to the first hearing to establish or modify a park SDC. The methodology supporting the SDC shall be available at least 60 days prior to the first hearing to adopt or amend a SDC. The failure of a person on the list to receive a notice that was mailed shall not invalidate the action of the district. No legal action intended to contest the methodology shall be filed after 60 days following adoption or modification of an SDC ordinance or resolution.

SECTION 12. RECORD KEEPING

- A. Records of Receipts. All parks and recreation SDCs received should be listed in chronological order, with each record indicating the date received, the amounts received, the name and location of the development for which the SDC was paid, the number(s) of the building permit(s), and the name of the applicant who paid the SDC.
- B. Records of Investments. Any funds on deposit in the parks and recreation SDC accounts that are not immediately necessary for expenditure, must be invested by the district, with all income derived from such investments deposited in the account. All investment transactions should include the date and a description of the transaction.
- C. Records of Expenditures. Records of disbursements should be recorded for each account, and should include the date of the expenditure and the name of the specific capital improvement project for which the funds are expended. In the case of a refund, the date and name of the person receiving the refund should be recorded.
- D. Timeliness of Records. Records of receipts and disbursements of SDCs shall be updated on each business day during which a transaction occurred. This information

shall be recorded for each SDC transaction and shall be forwarded to the district at frequencies agreed upon by the district and the city and/or county.

- E. Reports. The district is required by ORS 223.311 to prepare by January 1 of each year an annual report accounting for all receipts and expenditures of parks and recreation SDC revenues. The annual report must show the total amount of system development charge revenues collected for each system and the projects that were funded in the previous fiscal year, and must include a list of the amount spent on each project funded, in whole or in part, with system development charge revenues.

SECTION 13. SEVERABILITY

If any clause, section or provision of this APG shall be declared unconstitutional or invalid for any reason or cause, the remaining portion this APG shall be in full force and effect and be valid.



MEMORANDUM

DATE: July 22, 2024
TO: Doug Menke, General Manager
FROM: Jared Isaksen, Finance Director
RE: **Amendments to Audit Committee Charter**

Introduction

The district's existing Audit Committee Charter needs to be updated to align the term length with that of the Budget Committee.

Background

Established in 2008, the Audit Committee has provided assurance to the board that the fiduciary responsibilities of the district have a valuable layer of oversight and control. The district's Audit Committee currently includes three members: one from the Board, one from the District Budget Committee and one from the general public. These members serve two-year, staggered terms.

At present, the terms of the Budget Committee member on the audit committee do not expire simultaneously. To ensure properly staggered terms, the term lengths for audit committee members should be adjusted to three years.

Proposal Request

The Board of Directors are requested to consider and approve the attached amendments to the audit committee charter. The first amendment will align the term lengths of the Audit Committee members with those of the Budget Committee. The second amendment will update language to be in line with the Government Finance Officers Association name change of the Annual Comprehensive Financial Report (ACFR).

Outcomes of Proposal

Approval of the updated charter will adjust the existing two-year terms of the Audit Committee members to three years, matching the term lengths of the budget committee and ensuring proper staggering of terms. It will also update the name of the ACFR.

Action Requested

Board of directors approval to amend the district's Audit Committee Charter.



TUALATIN HILLS PARK AND RECREATION DISTRICT AUDIT COMMITTEE CHARTER

1. Purpose:

The Tualatin Hills Park and Recreation District Board of Directors (the "Board") desires to discharge its fiduciary oversight responsibilities in the most practical and effective way possible. With the creation of the Audit Committee, assistance will be provided in ensuring management adherence to a sound internal control system, objective assessment of management's practices and objective assessment of the District's financial reporting practices.

2. Composition of the Committee:

The Audit Committee is comprised of three members drawn from the Board (1), the District Budget Committee (1) and the general public (1). Term length will be ~~two~~ three years, on staggered terms.

The District's Finance Manager, Business and Facilities Division, will serve as staff to the Audit Committee.

3. Meetings:

The Audit Committee shall meet at least two times per year to discuss (1) the pre-audit meeting with the independent auditor, and (2) the results of the audit. Other meetings may be scheduled, as the Audit Committee deems necessary to carry out the designated responsibilities of the Committee. All Committee meetings are subject to state and local open meetings laws and regulations.

4. Responsibilities:

The primary responsibilities of the Audit Committee consist of:

- Selection of the independent auditors: periodically, based on contract commitment, the Audit Committee will work with staff to establish selection criteria and contract specifications, along with participation in the interview process. Committee members and staff shall then present a recommendation to the Board, for final approval of the selection of the independent auditor.
- Review of the annual audit plan: during the pre-audit meeting, the committee shall review and discuss the audit plan with the independent auditor. The committee must be assured that the audit will meet the needs of the Board, all necessary risk assessment and established financial standards associated with the ~~Comprehensive Annual Financial~~

| ~~Report (CAFR)~~ Annual Comprehensive Financial Report (ACFR). The committee must understand and agree with the planned scope of engagement and the basis for professional judgment to be applied during the auditing process.

- Monitoring progress and compliance: the Audit Committee may periodically discuss any issues arising during the audit process, and also monitor the overall progression. Any significant issue requiring immediate attention shall be discussed with staff for corrective action.
- Audit exit conference: a final meeting will be conducted with the Audit Committee, independent auditors and staff to discuss the audit and any findings. Staff shall prepare any necessary responses to the independent auditor's management letter. The Audit Committee will review said response.
- Presentation of the audit report: a designated member of the Audit Committee, the independent auditor and staff will present the audit report and ~~ACFR CAFR~~ to the Board at a regularly scheduled Board meeting.
- Post audit follow-up: as a post audit activity, the committee will meet with staff to review progress of resolving any findings or recommendations reported in the audit. If deemed necessary, the Audit Committee will report that satisfactory resolution of said findings to the Board.



MEMORANDUM

DATE: July 29, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Resolution Acknowledging Real Property Transactions for Fiscal Year 2023/2024 and Describing Funding Sources and Purpose**

Introduction

Staff are requesting board of directors' approval of attached Resolution No. 2024-12 Acknowledging Real Property Transactions and Dispositions for Fiscal Year 2023/2024 and Describing Funding Sources and Purpose.

Background

The board of directors' practice is to approve of an acquisition or disposition (i.e., sale of or granting an easement on district property - collectively "real property transactions") at a public meeting prior to its closing. In order to retain confidentiality until the acquisition is completed, THPRD does not publicly disclose details about the property at the time of approval. To increase public knowledge and establish a record of the details and purpose of each completed real property transaction, the board established a practice of annually approving a resolution acknowledging completed real property transactions for the previous fiscal year.

A total of three acquisitions, for approximately five acres, with a total land value of \$3,437,740 were completed in fiscal year 2023/2024. Between all properties, 18,082 square feet of trail improvements were also completed. Total costs of improvements were \$751,898. In addition, soft costs (appraisals, environmental surveys and other due diligence) of \$12,782 were incurred. Payment was made using system development charges (SDC) in the amount of \$4,202,420.

A total of one disposition of land was completed in fiscal year 2023/2024. This transaction allowed Washington County to realign Thompson Road and perform road/sidewalk improvements along NW Thompson and NW Saltzman roads. The work includes 48,007 square feet of right-of-way and 9,406 square feet of permanent slope easement. In exchange, Washington County will provide half-street improvements along the property on Saltzman Road.

An acquisition summary table of all real property transactions during the previous fiscal year is included with the resolution as Exhibit A and a map with the locations of the real property transactions is provided as Exhibit B.

Proposal Request

Staff are requesting board of directors' approval of Resolution No. 2024-12, Acknowledging Real Property Transactions for Fiscal Year 2023/2024 and Describing Funding Sources and Purpose. The resolution is in the form reviewed and approved by THPRD's legal counsel.

Outcomes of Proposal

The outcome of this proposal is to avoid potential confusion about when, how, and why a property was acquired and how it should be used in the future by establishing a clear, board-acknowledged record of the acquisition. Additionally, it provides a clear record on why property

was sold, or an easement was granted on district property, as well as value received for such properties.

Public Engagement

In order to retain confidentiality, until the acquisition is completed, THPRD does not disclose details about the property at the time of approval, so there were no public engagement efforts. However, the acquisitions reflect the park district's Vision Action Plan by preserving natural spaces and providing accessible and safe trails and parks for everyone.

Action Requested

Board of directors' approval of Resolution No. 2024-12, Acknowledging Real Property Transactions for Fiscal Year 2023/2024 and Describing Funding Sources and Purpose.

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TUALATIN HILLS PARK & RECREATION DISTRICT
ACKNOWLEDGING REAL PROPERTY TRANSACTIONS FOR FISCAL YEAR 2023/24 AND
DESCRIBING FUNDING SOURCE(S) AND PURPOSE**

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) has recently completed several property acquisitions and dispositions (“real property transactions”) for a variety of purposes using multiple funding sources; and

WHEREAS, a completed acquisition is hereby defined as one where all properties needed to create a functional site have been acquired or are likely to be acquired; and

WHEREAS, a completed disposition is hereby defined as a transaction where the district sold property or granted an easement on district property to a third party; and

WHEREAS, the board of directors always approves of real property transactions at a public meeting prior to its closing, but to retain confidentiality until the real property transaction is completed, does not disclose details about it at the time of approval; and

WHEREAS, to increase public knowledge and establish a record of the details and purpose of each completed real property transaction, the board of directors deems it should be their practice to annually disclose such information through approval of a resolution; and

WHEREAS, Exhibit A, the summary table to this resolution lists acquisitions and dispositions completed between July 1, 2023 and June 30, 2024, as well as the funding sources and purposes of the acquisitions and the value and purpose of dispositions, and Exhibit B maps the locations of those real property transactions.

LET IT HEREBY BE RESOLVED BY THE BOARD OF DIRECTORS OF THE TUALATIN HILLS PARK & RECREATION DISTRICT IN BEAVERTON, OREGON, that:

Exhibits A and B to this resolution shall be made available to interested members of the public including THPRD Advisory Committees, the Beaverton City Council, the Washington County Board of Commissioners, Washington County Community Participation Organizations within THPRD boundaries, Beaverton Neighborhood Advisory Committees and the Washington County office of the Oregon State University Extension Service.

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 14th day of August 2024.

Barbie Minor, President

Alfredo Moreno, Secretary

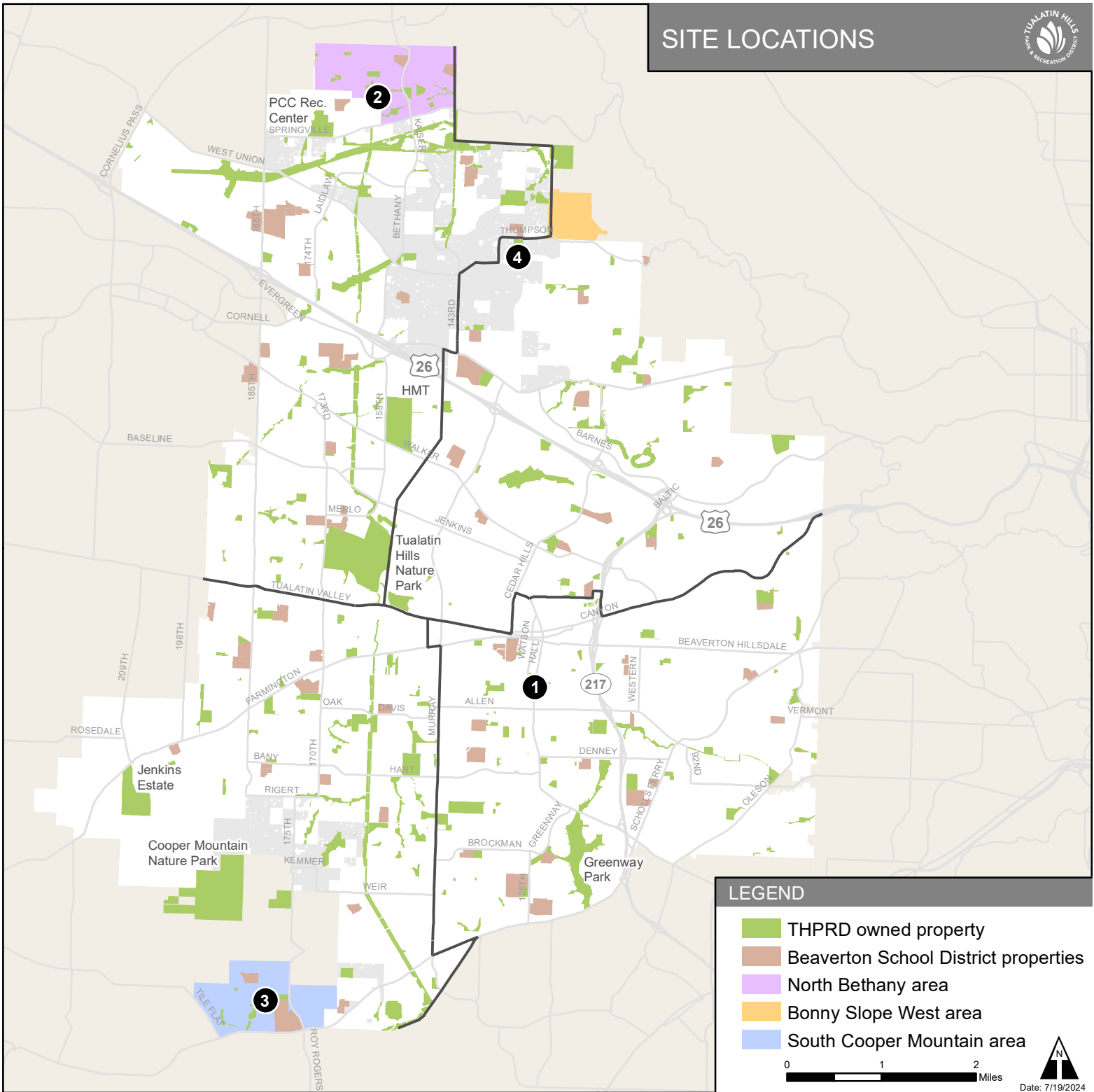
ATTEST:

Jessica Collins, Recording Secretary

| July 1, 2023 - June 30, 2024 | | | | | | | | | | | | | | EXHIBIT A |
|------------------------------|--------------------------------|--|------------------------------|--|------------------|---|-----------------------|---|----------------------------|---|-----------------------|--|---------------------|----------------------------|
| ACQUISITIONS | | | | | | | | | | | | | | |
| Map # | Previous Owner(s) Last Name(s) | Location/Intersection | Legal | Total Size (acres) | Acquisition Date | Property Cost | Improvement Cost | Soft Costs (closing costs, due diligence costs) | Property Interest Acquired | Tax Lot(s) | Tax Account # | Purpose | Map Classification | Funding Source |
| | Elsie Stuhr Center | 5550 SW Hall Blvd | Downtown | 3.82 | 12/20/2023 | \$2,856,000 | \$0 | \$10,664 | Fee | 1S1115CC03100 | R120069 | Recreation Facility/ Neighborhood Park | Recreation Facility | SDC Cash |
| | Finnley Woods/Arbor Lakes HOA | NW Brugger Rd and NW Rosetta St | Tract G and Tract NNN | 0.41 | 1/4/2024 | \$31,340 | \$478,196 | \$656 | Trail Easement | 1N117CB20900 and 1N117CB17600 | R2221403 and R2185096 | Trail | Trail | SDC Escrow and SDC Credits |
| | Scholls Heights Pocket Park | Scholls Heights at South Cooper Mountain | Tract I | 0.86 | 5/30/2024 | \$550,400 | \$273,702 | \$1,462 | Fee | 2S201AA22200 | R2226313 | Neighborhood Park | Neighborhood Park | SDC Cash and SDC credits |
| TOTALS | | | | 5.09 | | \$3,437,740 | \$751,898 | \$12,782 | | | | | | |
| | | | | | | | | | | | | | | |
| DISPOSITIONS | | | | | | | | | | | | | | |
| | Grantee | Location/Intersection | Legal | Total Size (sf) | Board approval | Interest Transferred | Type of transactions | Tax Lots(s) | Purpose | Property Value | Deed Recorded | | | |
| | Washington County | NW Thompson and NW Saltzman Roads | NW Thompson and Saltzman Rds | 48,007SF (1.1 A) acres right of way; 9,406SF (.22A) easement | 1/12/2022 | Right of way, slope easement, temporary construction easement | Donation and Exchange | 1N128B00200 | Road widening project | Easement donated in exchange for half street improvements along Saltzman Road | 8/3/2023 | | | |



SITE LOCATIONS



LEGEND

- THPRD owned property
- Beaverton School District properties
- North Bethany area
- Bonny Slope West area
- South Cooper Mountain area



Date: 7/19/2024

- ACQUISITIONS FOR 2023/2024
- 1- Elsie Stuhr Center
- 2- Finnley Woods/Arbor Lakes HOA
- 3- Scholls Heights Pocket Park

DISPOSITION FOR 2023/2024

- 4 - NE Thompson and Saltzman Roads



MEMORANDUM

DATE: July 29, 2024
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **Resolution Appointing Audit Committee Members**

Introduction

Staff requests board of directors' appointment of two audit committee members.

Background

The district audit committee was authorized by Resolution 2008-04 at the April 7, 2008 board of directors meeting and consists of three members of the public. The primary responsibilities of the audit committee include periodically forming a recommendation regarding the selection of the park district's independent auditors, review of the annual audit plan, monitoring progress and compliance, participating in an audit exit conference, presentation of the audit report to the board of directors, and post audit follow-up.

Membership for the committee is drawn from the board of directors (currently filled by Tya Ping), the district's budget committee (previously filled by Chris Howard), and the general public (previously filled by Aysha Ismail). Audit committee positions are two-year terms.

The board is considering a proposal to change the audit committee charter to extend the term lengths to three-year terms. Currently there are two vacancies on the committee. With changing the charter, staff will be prepared to hold a public solicitation to appoint a new member to fulfill the general public role on the audit committee in Spring 2026.

As noted, the budget committee position on the audit committee was previously filled by Chris Howard, whose term on the audit committee and budget committee expired June 30, 2024. Budget committee member Jon Cascino has volunteered to serve as the budget committee representative for the audit committee for a one-year term. Aysha Ismail has also agreed to extend her term, originally expiring June 30, 2024, by two years. These appointments to the audit committee will allow the new three-year terms to take effect and provide for terms to be staggered going forward.

Proposal Request

Staff requests board of directors' appointment of Aysha Ismail to the district's audit committee, per the attached resolution, for a term of two years, expiring June 30, 2026. Staff also requests board of directors' appointment of Jon Cascino to the district's audit committee, per the attached resolution, for a term of one year, expiring June 30, 2025.

Action Requested

Board of directors' approval of Resolution No. 2024-13, Appointing Audit Committee Members.

RESOLUTION NO. 2024-13
TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

**RESOLUTION APPOINTING
AUDIT COMMITTEE MEMBERS**

WHEREAS, the Tualatin Hills Park & Recreation District Board of Directors must appoint committee members by resolution; and

WHEREAS, the committee member shall be appointed by the board for a special limited term; and

WHEREAS, the selected committee member has demonstrated their interest and knowledge in the committee's area of responsibility. Now, therefore

**THE TUALATIN HILLS PARK & RECREATION DISTRICT HEREBY
RESOLVES AS FOLLOWS:**

The Board of Directors approves the Appointment of

Aysha Ismail, to the general public position, through June 30, 2026

and

Jon Cascino, to the budget committee position, through June 30, 2025

To the Audit Committee

Duly passed by the Board of Directors of the Tualatin Hills Park & Recreation District this 14th day of August 2024 and effective immediately.

Barbie Minor, President

Alfredo Moreno, Secretary

ATTEST:

Jessica Collins, Recording Secretary



MEMORANDUM

DATE: July 26, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Intergovernmental Agreement with Metro for Community Choice Grant Project at Tualatin Hills Nature Park**

Introduction

Staff is requesting board of directors' authorization for the general manager or designee to sign an intergovernmental agreement (IGA) with Metro for the Community Choice Grant project at the Tualatin Hills Nature Park.

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 \$40 million to fund Nature in Neighborhoods capital grants. Of that \$40 million, \$2 million was allocated to a one-year pilot grant program (Community Choice grants) in Metro Council District 4 including all urban areas in Washington County north of Oregon Highway 8 and areas west of Cornelius. Community Choice grants can help fund projects from \$10,000 up to \$250,000. The grants fund community-led, identified, and supported park and nature projects aimed at benefiting communities of color and people with low incomes by better connecting them to nature close to home, improving fish and wildlife habitat, and increasing climate resiliency. Grant funds can be used by a local government to buy land, build nature-themed park structures, improve public access to nature areas, or for nature restoration. The grants cannot be used for programming, classes, traditional play structures, or athletic fields and courts.

In July of 2022, Metro approached THPRD, and other Metro Council District 4 jurisdictions, to inquire about the district's interest in participating in the 2023 Community Choice grants pilot. In October of 2022, Metro hired Knot Studio, a local design firm, to lead this pilot project and develop partnerships between Metro, local jurisdictions, and the public. The Community Choice grants pilot officially began in January 2023. Between February and April, Metro and Knot Studio partnered with participating jurisdictions to conduct initial community engagement asking community members to provide ideas for park and nature projects. The 150 ideas identified by community members were then reviewed by Metro, a community-led committee convened by Metro for the pilot, and partner agencies to confirm they met the grant criteria including racial equity and climate resilience requirements within the bond. Between April and October 2023, the 150 project ideas were reviewed and refined with community members through six community design workshops and two community votes. From this process, 15 projects were recommended to Metro's Council for approval, including the three following THPRD projects:

1. To Make It All Good Again at Tualatin Hills Nature Park – This project will help maintain the Nature Park's Vine Maple trail, restore culturally significant plant species within natural areas in partnership with Indigenous community members, and develop educational interpretive signage. (Attachment 1)

2. Connecting People and Habitat in Aloha – This project would expand gleaning gardens at Recuerdo Park, with a Latine-serving community partner such as Adelante Mujeres.
3. Pollinator Pathway – Located north and adjacent to Rock Creek Powerlines Soccer Fields and the Rock Creek Trail. This project will create pollinator- and bird-friendly habitat, install benches to provide resting places for trail users, and provide interpretive information along the trail.

On February 22, 2024, Metro council approved the 15 recommended projects for funding including the three within the district's boundaries. To move these projects forward, Metro requires an IGA (Attachment 2) to be completed for each project. Based on staff's work capacity, the district will be phasing these three projects into the workflow over the next two years. The "To Make It All Good Again" project at Tualatin Hills Nature Park will be the first to start. The Metro grant award for this project is \$164,667 with THPRD's required match at \$82,333 for a total project cost of \$247,000. To maximize funding opportunities, the district also submitted an application for the Tualatin Hills Nature Park's Vine Maple Trail improvement through the Local Government Grant Program (LGGP) and was awarded \$72,000. The LGGP grant will be used to cover the majority of the matching funds required for the Metro grant. The remaining matching funds will be covered through indirect costs to manage the project such as staff time.

Proposal Request

Staff is seeking the board of directors' authorization for the general manager or designee to execute the IGA with Metro in an amount of \$164,667 to complete the Community Choice Grant project at the Tualatin Hills Nature Park. Staff will return at a future date seeking board approval of the remaining two projects.

Outcomes of Proposal

THPRD project highlights include trail and habitat restoration, gleaning garden expansions, and partnership opportunities with historically underrepresented communities.

Public Engagement

Metro went through a deliberate community engagement process to collect as many ideas as possible. Between March and May 2023, Metro collected project ideas through a survey and worked with partner agencies to reach communities that governments have excluded in the past. The initial collection of ideas from the community included 120 project ideas. During July of 2023, Metro conducted 3 community design workshops so community members could work with design professionals and staff from local agencies to take the project ideas and turn them into viable project concepts. Through this process 50 projects were created, 15 of which were within THPRD. The first public vote was held between late July and mid-August 2023. From this vote, 50 projects were narrowed down to 28 projects with 9 being in THPRD's jurisdiction. Metro then held a second round of 3 community design workshops to coordinate more detailed planning, designs, and costs with the community. The final vote was held September through October of 2023. Over 1,650 community members voted for their favorite parks and nature projects. THPRD was fortunate to have three of the final nine projects selected by Metro Council.

Action Requested

Board of directors' authorization for the general manager or designee to execute the intergovernmental agreement with Metro for a Community Choice grant at the Tualatin Hills Nature Park.

To Make it All Good Again at Tualatin Hills Nature Park Hacer que todo vuelva a estar bien en Tualatin Hills Nature Park



Note: rendering and site plan concepts illustrate the vision and program ideas, not the final design. Final designs to be determined through a detailed design process after selected projects have been awarded.

Nota: Los conceptos de renderizado y plano de sitio ilustran la visión y las ideas del programa, no el diseño final. Los diseños finales se determinarán a través de un proceso de diseño detallado después de que se hayan adjudicado los proyectos seleccionados.



Scan this QR to for more information!

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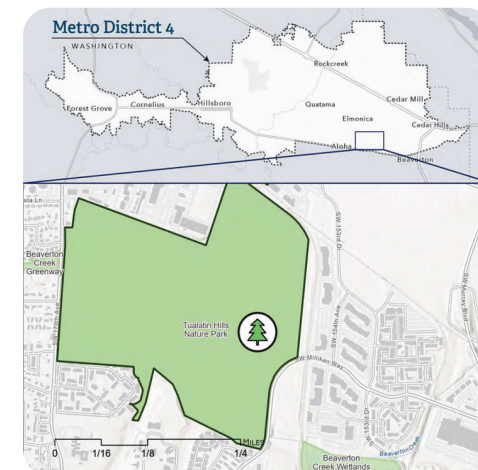


Project Summary

Existing trails wind through the beloved streams and wooded area of Tualatin Hills Nature Park. New interpretive signage is proposed throughout the trails to inform people of all ages about the nature they are interacting with and cultural practices associated with various plants. This project ideas centers around the potential for future collaboration between THPRD and the Native Community, who could work together to develop the interpretive content. Native plant restoration areas will be identified and restored. Trail accessibility, maintenance, and restoration improvements will be made.

Project Cost

The total cost To Make it All Good Again at Tualatin Hills Nature Park is an estimated \$247,000. Accessibility improvements cost \$40,000. Culturally significant native plant restoration cost \$40,000. Interpretive signage throughout is \$60,000. Project development costs at \$50,000 must also be considered. A 30% contingency cost is included in the estimate.



Resumen del proyecto

Los senderos existentes pasan por los arroyos y el área arbolada de Tualatin Hills Nature Park. Se proponen nuevas señalizaciones interpretativas a lo largo de los senderos para informar a las personas de todas las edades sobre la naturaleza con la que están interactuando y las prácticas asociadas con las diferentes plantas. Estas ideas del proyecto se centran en la posible colaboración futura entre THPRD y la comunidad indígena, los cuales podrían trabajar juntos para desarrollar contenido interpretativo. Se identificarán y restaurarán las áreas de restauración de plantas autóctonas. Se llevarán a cabo mejoras de accesibilidad, mantenimiento y restauración de los senderos.

Costo del proyecto

El costototaldeHacerquetodovuelvaaestarbien en Tualatin Hills Nature Park es de aproximadamente \$247,000. Las mejoras de accesibilidad costarán \$40,000. La restauración de plantas autóctonas culturalmente significativas costará \$40,000. La señalización interpretativa por toda el área costará \$60,000. También deben tomarse en cuenta los costos del desarrollo del proyecto de \$50,000. Se incluye un costo de contingencia del 30 % en la estimación.

Intergovernmental Agreement

2019 Parks and Nature Bond Community Choice Grant Program

**Metro**600 NE Grand Ave.
Portland, OR 97232-2736Metro Contract Number

INTERGOVERNMENTAL AGREEMENT Metro and Tualatin Hills Park & Recreation District

This Intergovernmental Agreement ("Agreement") 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 ("Grantee") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 ("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 will distribute up to \$40 million of bond funds for community-led projects, with an emphasis on benefitting historically marginalized communities. These projects will protect and improve water quality and fish and wildlife habitat, support climate resiliency, and increase people's experience of nature.

Funded through the 2019 bond measure, the Nature in Neighborhoods Community Choice Grants utilize a novel participatory approach that gives community members a direct voice in choosing which projects to recommend for funding in their communities. A Program Design and Review Committee composed of community members and Metro staff designed the program and ultimately recommend \$2.3 million in grant funding to the Metro Council for projects proposed and approved by community members. **The Nature in Neighborhoods Community Choice Grants will support community-led projects that benefit historically marginalized communities, protect, and improve water quality and fish and wildlife habitat, support climate resilience and increase people's experience of nature at the community scale.** Chosen projects will emphasize community engagement, racial equity and climate resilience as well as meet the requirements of the 2019 Parks and Natural Areas bond measure for capital grants.

Community members proposed the project ideas, and with the support of designers and partner staff, refined and developed those project ideas, which were then put to a community-wide vote. The projects with the most votes were recommended for funding by the Program Design and Review Committee. The Metro Council approved this final package of projects totaling \$2.3 million on February 22nd, 2024.

Make It All Good Again at Tualatin Hills Nature Park ("the Project") will restore habitat with Indigenous traditional ecological knowledge, improve trail accessibility, and add interpretative elements.

Intergovernmental Agreement

2019 Parks and Nature Bond Community Choice Grant Program



Metro Contract Number

AGREEMENT

1. Term

This Agreement is effective on July 1, 2024, and terminates on June 30, 2027, unless terminated or extended as provided by this Agreement. By written amendment the parties may extend this Agreement for up to 5 years if a project experiences unforeseeable delays. Sections 8, 9, 13, 15, 17, and Exhibit A Attachment 3 survive termination of this Agreement. Notwithstanding the foregoing, all terms of this Agreement will terminate on December 31, 2050.

2. Scope of Work and Exhibits

This Agreement establishes responsibilities of the parties concerning this project. Work will be performed pursuant to the Scope of Work, Exhibit A, which is incorporated into this Agreement. Metro will disburse funds to the Grantee as set forth in the Scope of Work.

Grantee authorizes the General Manager, and Metro authorizes the Parks and Nature Director, or their designees, to modify the Scope of Work, upon mutual agreement in writing.

Also attached to this Agreement are the following Exhibits:

1. Payment Request and Financial Reporting Requirements
2. Narrative Reporting Requirements
3. Post-Acquisition and Post-Construction Restrictions on Sale and Use
4. Budget, Scope of Work, and Program Assessment (and Land Owner Certification)
5. Project Budget, including Grant Award, Match and Project Cost
6. Project Scope of Work and Timeline

3. Grant Amount

The total grant amount is \$ 164,666.67. Grantee may use funds only for work completed on the Project during the term of this Agreement.

4. Sufficient Funds

Metro certifies that at the time this Agreement is executed sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

Intergovernmental Agreement

2019 Parks and Nature Bond Community Choice Grant Program



Metro Contract Number

5. Forfeit of Unspent Funds

If Grantee fails to start or complete the Project or completes the Project without spending all funds, Metro will retain all funds not expended.

6. Capital Project and Related Covenants

In compliance with the Measure, Metro granted funds to Grantee to use for capital expenses related to the Project. Grantee will own the capital asset resulting from the Project and located on the property where the Project is located ("the Property"). Grantee will value the Project as a capital asset in an amount no less than the grant amount awarded to Grantee. Grantee covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grantee's audited financial statement, consistent with Generally Accepted Accounting Principles and with Grantee's financial bookkeeping of other similar assets.

7. Capped Project Costs

Grantee may use up to 10% of grant funds for staff time related to the Project.

8. Limitations on use of Property

Grantee will maintain and operate the portion of the Property and all capital improvements constructed with Measure funds consistent with one or more of the Measure purposes and principles. The Property must be maintained to protect water quality and wildlife habitat for generations to come, support climate resiliency, or increase people's experience of nature at the community scale.

Metro may permit secondary use of the Property only where the secondary use affects a de minimus portion of the Property or where necessary to operate the Property consistent with Measure principles.

Grantee may not sell the Property or authorize use of the Property in a manner not consistent with the bond measure purposes without agreement in writing from Metro.

9. Oregon Constitution and Tax-Exempt Bond Covenants

Grantee acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes that may be 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 may be exempt from federal and Oregon personal income taxes. Grantee covenants and agrees that it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from

Intergovernmental Agreement

2019 Parks and Nature Bond Community Choice Grant Program



Metro Contract Number

Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. If Grantee breaches these covenants, Grantee 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 the Project funded under this Agreement.

10. Federal, State and Local Law Compliance

Grantee must comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including without limitation the acquisition of any required permits. All conditions imposed on Grantee by federal, state, regional, or local governments having jurisdiction over Grantee are deemed part of this Agreement as if specifically set forth. Grantee's violation of these conditions, or any violation of criminal law, may be cause for immediate termination of this Agreement.

11. Discrimination Prohibited

Grantee must not exclude any person from participation in the Project or discriminate on the grounds of race, color, or national origin, or on the grounds of religion, sex, ancestry, age, or disability against any person related to any program or activity funded in whole or in part with the grant funds.

12. Funding Recognition

Grantee will recognize Metro and the source of funding from the Measure in any publications, media presentations, or other presentations relating to or describing the Project. Grantee may include recognition of the Project 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.

13. Project Records

Grantee will maintain all fiscal Project records in accordance with generally accepted accounting principles. Grantee will maintain Project Records for the longer period of either (A) 3 years after the final maturity of the bonds from the Bond Measure; (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that starts within 6 years from the date of termination of this Agreement. Grantee must make records available to Metro and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

14. Public Records Law

Intergovernmental Agreement

2019 Parks and Nature Bond Community Choice Grant Program



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

15. Indemnification

Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with Grantee's performance of this Agreement.

16. Insurance

Grantee agrees to maintain insurance levels, or self-insurance in accordance with state law, for the duration of this Agreement to levels necessary to protect against public body liability. Grantee also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

17. Termination for Cause

Metro may terminate this Agreement, in full or in part, at any time during the term of this Agreement if Metro reasonably determines that Grantee has not complied with any provision of this Agreement and is in default. Upon termination, Metro may immediately withhold or suspend future distributions of bond funds in addition to any other rights and remedies set forth in this Agreement or available at law or in equity.

Notwithstanding any termination for cause, Grantee will be entitled to receive payments for any work completed or for which Grantee was contractually obligated on the date that Metro provided written notice of default.

Grantee will be liable to Metro for all reasonable costs and damages incurred by Metro from the default.

18. Joint Termination for Convenience

The Parties may terminate all or part of this Agreement if termination is in the public interest. Termination under this provision will be effective with a written termination agreement signed by both parties.

19. Dispute Resolution

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2019 Parks and Nature Bond Community Choice Grant Program



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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 14 calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The parties will share the cost of mediation equally.

20. Public Contracts

Grantee must comply with all applicable provisions of ORS Chapters 187, 279A, 279B and 279C. All conditions and terms required to be inserted into public contracts in the state of Oregon pursuant to any provisions of ORS Chapters 279A, 279B and 279C are inserted by reference into this Agreement and made requirements of this Agreement.

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

21. Independent Contractor Status

Grantee is an independent contractor for all purposes and is entitled only to the compensation provided for in this Agreement. Grantee is not an employee of Metro. Grantee must provide all tools or equipment necessary to carry out this Agreement and will exercise complete control in achieving the results specified in the Scope of Work.

Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

22. Notices

Any notices permitted or required by this Agreement must be in writing to the addresses below. Written notice by email is acceptable.

Grantee

Attn: Gery Keck

Tualatin Hills Park & Recreation District
15707 SW Walker Road
Beaverton, OR 97006

Phone: 503-629-6305 (optional, do not use personal no.s)

Email: grants@thprd.org

Intergovernmental Agreement

2019 Parks and Nature Bond Community Choice Grant Program



Metro Contract Number

Metro

Attn: Gabrielle Brown
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232
Email: gabrielle.brown@oregonmetro.gov

The Parties may change the addresses by written notice.

23. Oregon Law; Forum

This Agreement will be construed according to the laws of the State of Oregon. Any litigation between the Parties 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.

24. 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 Grantee without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments are the entire agreement between the Parties. 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.

25. Amendment

The Parties may amend this Agreement only by written amendment signed by both Parties.

26. No Third Party Beneficiaries

Grantee 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.

27. 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 Grantee and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of the Project funded.

Intergovernmental Agreement

2019 Parks and Nature Bond Community Choice Grant Program



Metro Contract Number

28. 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.

29. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

30. 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 and to carry out the intent and agreements of the Parties.

31. Counterparts; Electronic Execution

The parties may execute this Agreement 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.

32. Authority

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

Metro

By: _____

Name: _____

Title: _____

Date: _____

Tualatin Hills Park & Recreation District

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Project Requirements and Scope of Work

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

[Attachment 1:](#)

- Payment Request and Financial Reporting Requirements

[Attachment 2:](#)

- Narrative Reporting Requirements

[Attachment 3:](#)

- Post-Acquisition and Post-Construction Restrictions on Sale and Use

[Attachment 4:](#)

- Project Budget, including Grant Award, Match and Project Cost
- Project Scope of Work and Timeline
- Program Assessment (goals)

PROJECT BACKGROUND: The project is further described in the following document. The Metro Council awarded the grant based upon the project information contained therein:

[Attachment 5:](#)

- Project Development

Attachment 1 to Exhibit A

Payment Request and Financial Reporting Requirements

ANNUAL FINANCIAL REPORTING

On or before July 10 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Grantee for a project, Grantee will complete all reimbursement requests and financial reporting requirements for the fiscal year beginning July 1 to June 30.

PAYMENT REQUEST PROCEDURES

A. Retainage: Metro will reserve as retainage from any initial advance or reimbursement payment an amount equal to five percent (5%) of the requested amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and a final report is submitted and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment or as an additional payment after the approval of the final reimbursement request.

B. Initial Advance Requests

1. **General:** Following the execution of this Agreement, Grantee may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved Project if Metro determines that the funded project items will commence within ninety (90) days of request. To receive a disbursement of the Initial Advance, Grantee must receive final approval from Metro of any changes to the Project.
2. **Initial Advance Request information:** Grantee must submit the information through Metro's online system ([ZoomGrants](#)). If Grantee cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Grant Program Manager(s).
3. **Metro payment of Initial Advance Request:** The Initial Advance request is optional. If Grantee would like to receive these funds Grantee will submit a request when the following conditions are met:
 - a. This Grant Agreement has been fully executed, and
 - b. Funded project work will begin no later than ninety (90) days from the time of submissionAfter the above conditions are met, Grantee is eligible to request thirty percent (30%) of the Award Amount, not to exceed \$49,400 (the "Initial

Advance”). Once approved, Metro will issue payment of initial advance to Grantee less the five percent (5%) retainage not to exceed \$46,930.

To receive funds: Grantee will submit a reimbursement request cover sheet indicating the request is for the upfront payment. Metro’s Grants and Contracts Coordinator and Grant Program Manager(s) will review the submitted document and recommend approval for payment to the Team Manager. Metro will disburse funds within thirty (30) days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check.

C. Reimbursement Requests

1. **General:** After using all of the Initial Advance, Grantees must seek reimbursement for additional costs incurred in arrears up to the total Project Cost. Grantees must provide accounting of payment and any required match of the Initial Advance before requesting additional reimbursement payments. Grantees may seek reimbursement as frequently as once per quarter. At a minimum, Grantees must submit a Reimbursement Request at least once a year in alignment with fiscal year end reporting requirements (see Annual Financial Report requirements).

a. **Project Match Reporting:** Grantee will include any matching funds (cash or in-kind) with each payment request. Match may exceed the percentage minimum outlined in Attachment 4, Budget, Scope of Work and Program Assessment, above but must maintain the minimum percentage for project match submitted to date for Metro to approve payment of all reimbursable funds in a request. Metro may make a partial payment, in line with match to date, if necessary.

i. Match must be for expenses or services during the contract term.

ii. Metro funds or staff time may not be used as match.

2. Each Reimbursement Request must include:

a. Proof of payment of the Initial Advance and matching funds until such time as the advance has been fully reported and spent down.

b. A Request for Reimbursement itemized statement of expenses for each Project showing a schedule of charges being submitted for reimbursement and match including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject

to the Capped Capital Costs and indicate with which budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Reimbursement Request for Release of Funds.

- c. A completed Reimbursement Request for Release of Funds on a form provided by Metro, signed by an authorized representative of Grantee certifying compliance with all Program Requirements and Project Requirements set forth in the Agreement.
- d. Grantee must submit the information through Metro's online system ([ZoomGrants](#)). If Grantee cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Grant Program Manager(s).

3. Metro payment of Reimbursement Request: Metro's Grants and Contracts Coordinator and Grant Program Manager(s) will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Grantee as needed. Metro will disburse funds within thirty (30) days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check.

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

Attachment 2 to Exhibit A Narrative Report Requirements

REGULAR REPORTING REQUIREMENTS.

A. Metro distribution of Allocated Bond Funds is conditioned on Grantee's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff-to-staff conferences as needed, and progress reports. Metro may revise any report template and will provide Grantee with notice at least three months before requiring Grantee to use the revised template.

1. Staff-to-Staff Conferences. Grantee and Metro staff will confer as requested by either party 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.
2. Bi-annual progress reports. By June 30 and December 31 of each year during the Term (or until project completion and final report is submitted), Grantee will provide brief updates in writing via ZoomGrants in response to questions provided by Metro, describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion.
3. Annual bond outcomes and impacts report and financial overview. Metro will provide additional context and information on reporting metrics ahead of the first required report.
4. Final Report. After completion of the grant project, Grantee will provide a Final Report via ZoomGrants on a template provided by Metro. This report will serve as the permanent public record of the grant project for Metro.

Attachment 3 to Exhibit A

Post-Acquisition and Post-Construction Restrictions on Sale and Use

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

A. Post-Acquisition Restrictions:

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

1. Grantee's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.
2. Grantee's intent, at the time it purchased the property, was to use it for a Bond Required Use.
3. In the event of a sale, Grantee transferred the property to a non-federal public agency or jurisdiction.
4. Grantee provided Metro written notice of its intent to authorize the sale to a third party or change Grantee's use of the property 180 days before the sale or change in use.
5. Grantee held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.
6. Metro approves Grantee's determination of the appraisal value of the property pursuant to the following steps:
7. At least 90 days before to making a final decision to sell or change the use of the property, Grantee will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Grantee purchased the property. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
8. Not later than 90 days after receiving the appraisal obtained by Grantee, Metro will

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

B. Post- Construction Restrictions:

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

1. Grantee's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
2. Grantee's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
3. In the event of a sale, Grantee transfers the property to a non-federal public agency or jurisdiction.
4. Grantee provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
5. Grantee holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.
6. Metro approves Grantee's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
 - a. At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Grantee will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards,

where applicable, and will not be subject to any other extraordinary assumptions; and

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

Attachment 4 to Exhibit A
Scope of Work

A. Project Name, Budget, Grant Award, and Matching Funds

1. Project Name: To Make it All Good Again at Tualatin Hills Nature Park
2. Total Project Budget: \$268,666.66
3. Amount of Allocated Bond Funds Approved: \$164,666.66
4. Project matching funds provided by Grantee: \$104,000

B. Project Scope of Work and Timeline:

(Grantee submission on ZoomGrants, attached below)

Powered by [ZoomGrants™](#) and

Metro

Parks and Nature

Parks and Nature

2024 Nature in Neighborhoods community choice grants - existing contracts only

Deadline: 6/30/2026

Tualatin Hills Park & Recreation District
To Make It All Good Again at Tualatin Hills Nature Park

Jump to: [Questions](#) [Budget](#) [Scope of Work](#) [Document Uploads](#)

\$ 164,666.66 Requested
\$ 82,333 Estimated Match

Submitted: 5/30/2024 2:00:29 PM
(Pacific)

Project Contact

Gery Keck
grants@thprd.org
Tel: 5036296305

Additional Contacts

none entered

**Tualatin Hills Park &
Recreation District**

15707 SW Walker Road
Beaverton, OR 97006
United States

General Manager

Doug Menke
dmenke@thprd.org

Telephone 503-645-6433

Fax 503-629-6302

Web www.thprd.org

Questions [top](#)

1. Project summary (one paragraph, 255 characters)

Provide a brief summary that describes your program.

In phase 1, trail accessibility, maintenance, and restoration improvements will be made. Phase 2 involves a potential future collaboration with Native Community partners to develop interpretive signage and implement native plant restoration work.

2. Fiscal agent

If different than the lead organization. If no fiscal agent, please write "not applicable".

Not applicable

3. Property owner

Committed local or state government owner of the public asset.

THPRD

4. Program partners

Committed partner organizations.

To be determined in phase 2

5. Potential partners

Potential partner organizations.

To be determined in phase 2

6. Program length

(Select only one) Does not include up to two years for contract or IGA execution.

- One year
 Two years
 Three years

7. Demographic form (two pages)

On next page, please upload the requested the Nature in Neighborhoods Capital Grants demographic form, which will not be used for the review of your grant application.

- I uploaded it!

Budget [top](#)

| Budget | Grant Funds Requested | Match Funds | Other/Optional | Total Program Budget (Calculated) |
|--|-----------------------|----------------------|----------------|-----------------------------------|
| Design/ Architecture/ Engineering | \$ 16,866.63 | | | \$ 16,866.63 |
| Permitting | | | | \$ 0.00 |
| Construction (including materials, equipment, 3rd party labor, etc) | \$ 106,666.66 | \$ 104,000.00 | | \$ 210,666.66 |
| Land Acquisition Costs | | | | \$ 0.00 |
| Costs associated with land acquisition (including appraisals, due diligence, surveying, etc) | | | | \$ 0.00 |
| “Capped Capital Costs” limited to 10%1 (e.g. provider staff time, overhead and indirect costs as defined by the IGA, utilities, rent, telephone, fiscal administration | \$ 16,466.70 | | | \$ 16,466.70 |
| Contingency | \$ 24,666.67 | | | \$ 24,666.67 |
| Other (if needed, please provide other budget category descriptions below and details in the budget narrative) | | | | \$ 0.00 |
| Total | \$ 164,666.66 | \$ 104,000.00 | \$ 0.00 | \$ 268,666.66 |

Budget Narrative

THPRD was awarded \$72,000 in Oregon Local Government Grant Program funding to restore and repave segments of the Vine Maple trail, the signature trail within the Tualatin Hills Nature Park (THNP) trail network. THPRD is providing an additional \$32,000 to this effort, bringing the total eligible match for the To Make it All Good Again project to \$104,000. THPRD is requesting \$164,666.66 in Nature in Neighborhoods Community Choice Grants funds to aid in THNP trail restoration and accessibility work, fund culturally significant native plant restoration, and develop interpretive signage in alignment with the project proposal submitted by community members through the Community Choice Grants program pilot project. THPRD plans to implement this project in two phases: Phase 1) will aid THNP trail restoration and accessibility work; and, Phase 2) will seek to develop partnerships with local tribes or indigenous-serving organizations to inform culturally significant plant restoration and interpretive signage development work. Within THPRD's \$164,666.66 request, the district intends to direct \$106,666.66 toward construction-related activities such as: trail restoration and accessibility improvements (\$40,000.00), culturally significant native plant restoration (\$26,666.67), and fabrication and installation of new interpretive signage (\$40,000). THPRD also intends to dedicate \$16,866.63 toward trail restoration, natural area, and interpretive

signage design work and \$16,466.70 toward THPRD staff support for the project. Additionally, THPRD plans to reserve a \$24,666.67 contingency for construction and/or design-related scope items. THPRD Planning & Development staff have a high degree of confidence in project cost estimates and worked to develop the project costs using data from past THPRD projects and the cost estimating tool provided by Metro's Community Choice Grants consultant, Knot Studios.

Scope of Work [top](#)

Scope of work

| # | Schedule | Specific tasks | Responsible person or partner |
|--------------|-----------------------------------|--|-------------------------------|
| 1. | Months 1-4: Aug - Nov 2024 | Phase 1: Trail restoration and repaving | THPRD/Contractor |
| 2. | Months 5-28: Dec 2024 – Nov 2026 | Phase 2: Partner development | THPRD/Metro |
| 3. | Months 29-30: Dec 2026 – Jan 2027 | Phase 2: Hire design consultant | THPRD |
| 4. | Months 31-33: Feb – Apr 2027 | Phase 2: Interpretive signage design & fabrication/ culturally significant plant restoration scoping | THPRD/Contractor/Partner |
| 5. | Months 34-35: May – June 2027 | Phase 2: Signage installation & plant restoration | THPRD/Contractor |
| 6. | Month 36: July 2027 | Phase 2: Closeout | THPRD |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| Total | | | |

Program assessment

| # | Setting goals | Assessing goals | Setting measures |
|----|--|---|--|
| 1. | THPRD seeks to align project outcomes with the themes and actions within the 2020 Vision Action Plan (VAP); goals, objectives, and guiding principles within the 2023 Comprehensive Plan (Comp Plan); goals, objectives, and strategies within the 2024 Climate Action Plan; as well as the project's alignment with design principles articulated in the 2016 Trails Functional Plan (TFP) and 2014 Natural Resources Functional Plan (NRFP). | THPRD will use self-assessment to assess the project's alignment with VAP themes and actions; Comp Plan goals, objectives, and guiding principles; Climate Action Plan goals, objectives, and strategies; TFP design criteria; NRFP guidance; and, to assess accessibility improvements for patrons living with disabilities. | Alignment of project activities with VAP themes and actions. Alignment of project activities with Comp Plan goals, objectives, and guiding principles. Alignment of project activities with Climate Action Plan goals, objectives, and strategies. |

| | | | |
|----|--|--|--|
| | | | <p>Fulfillment of TFP design criteria.</p> <p>Alignment of project activities with NRFP guidance.</p> <p>Fulfillment of certain trails-related action items within THPRD's Tualatin Hills Nature Park ADA transition plan.</p> |
| 2. | <p>THPRD seeks to fulfill NiN Community Choice Grant's purpose through implementing community-identified and selected projects that protect and restore culturally significant native plant habitat.</p> | <p>THPRD will assess the fulfillment of the NiN Community Choice Grants purpose through a self-assessment of the alignment between final project activities and the original community project proposal as well as the number of native plantings within the natural park.</p> | <p>Alignment of project activities with original Community Choice Grants project proposal.</p> <p>Number of native plants planted through the project.</p> |
| 3. | <p>THPRD seeks to fulfill as many NiN Community Choice Grants principles as is feasibly possible, with a minimum requirement that one criterion be fulfilled, and with an emphasis on those principles related to: protecting and restoring culturally significant native plant communities; taking care of what we have; making parks and natural areas more accessible and inclusive; investing in trails for biking and walking; and, supporting community-led parks and nature projects.</p> | <p>THPRD will assess fulfillment of NiN Community Choice Grants program principles related to protecting and restoring culturally significant native plant communities; taking care of what we have; making parks and natural areas more accessible and inclusive; investing in trails for biking and walking; and, supporting community-led parks and nature projects by reporting on the lineal feet of restored trail, the proportion of restored trail that is considered ADA accessible, and the number of native plantings within the nature park.</p> | <p>Number of lineal feet of trail restored through the project.</p> <p>Percentage of ADA transition plan action items addressed through the project.</p> <p>Number of native plants planted through the project.</p> |
| 4. | <p>THPRD seeks to achieve as many NiN Community Choice Grant program criteria as possible, with a minimum that one criteria will be met and will focus on those criteria related: demonstrating leadership by Indigenous communities in project design and implementation; and, creating easy access to nature from transit and for people walking or biking.</p> | <p>THPRD will assess the project's ability to demonstrate leadership by Indigenous communities and create easy access to nature from transit and for people walking or biking by reporting on the tribal and/or Indigenous-serving partners involved in the project; the number of lineal feet of trail restored through the project; and the proximity of restored trail access points to public transportation.</p> | <p>Description of the tribal and/or Indigenous-serving organizations involved in the project.</p> <p>Number of lineal feet of trail restored through the project.</p> |

| | | | |
|--------------|--|---|--|
| | | | The distance between trail access points and public transit stops. |
| 5. | The Community Choice Grants engagement and community-led project selection and refinement processes satisfied all 2019 Park & Nature bond Community Engagement & Racial Equity criteria. Through project implementation, THPRD will seek to further the criteria related to meaningful engagement with Indigenous communities in the planning and development of project activities; as well as, improving the accessibility and inclusiveness of developed parks. | THPRD will assess the fulfillment of Community Engagement and Racial Equity criteria related to meaningful engagement with Indigenous communities in the planning and development of project activities; as well as, improving the accessibility and inclusiveness of developed parks by reporting on the number of lineal feet of trail restored, the number of interpretive signs installed, and the tribal and/or Indigenous-serving partners involved in the project. | Number of lineal feet of trail restored through the project. Number of interpretive signs installed during the project. Description of the tribal and/or Indigenous-serving organizations involved in the project. |
| 6. | Satisfying 2019 Park & Nature bond climate resiliency criteria was a condition of Community Choice Grants project vetting process. Moving forward THPRD will seek to satisfy as many Climate Resiliency criteria as possible with a minimum of one and a focus on fulfilling the "Protect, connect and restore habitat to support strong populations of native plants, fish and wildlife that can adapt to a changing climate" criteria. | THPRD will assess the fulfillment of climate resiliency criteria through reporting on the number of native plants planted throughout the project. | Number of native plants planted through the project. |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| Total | | | |

Document Uploads [top](#)

Documents Requested *

(Optional) Please upload letters of support by active partners; each letter should describe the role of that partner.

If applicant is not the land holding government agency, please upload a letter stating permission to use property by government sponsor/public land owner certification letter.

If applicant is not a government agency,

Required? Attached Documents *

please upload the 501(c) (3) tax-exempt status statement or your organization's 501 (c)(3) IRS determination letter, or the following 501(c)(3) tax-exempt status statement

If applicant is not a government agency, please upload Government Sponsor certification letter with statement indicating that the appropriate governing body has approved the application.

(Optional) Please upload additional materials (e.g. full project budget, vicinity or site map, concept and design plans, appraisal, photos). ZoomGrants has a file upload limit of 25 megabytes. If larger, add link to a file sharing site.

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

Application ID: 472061

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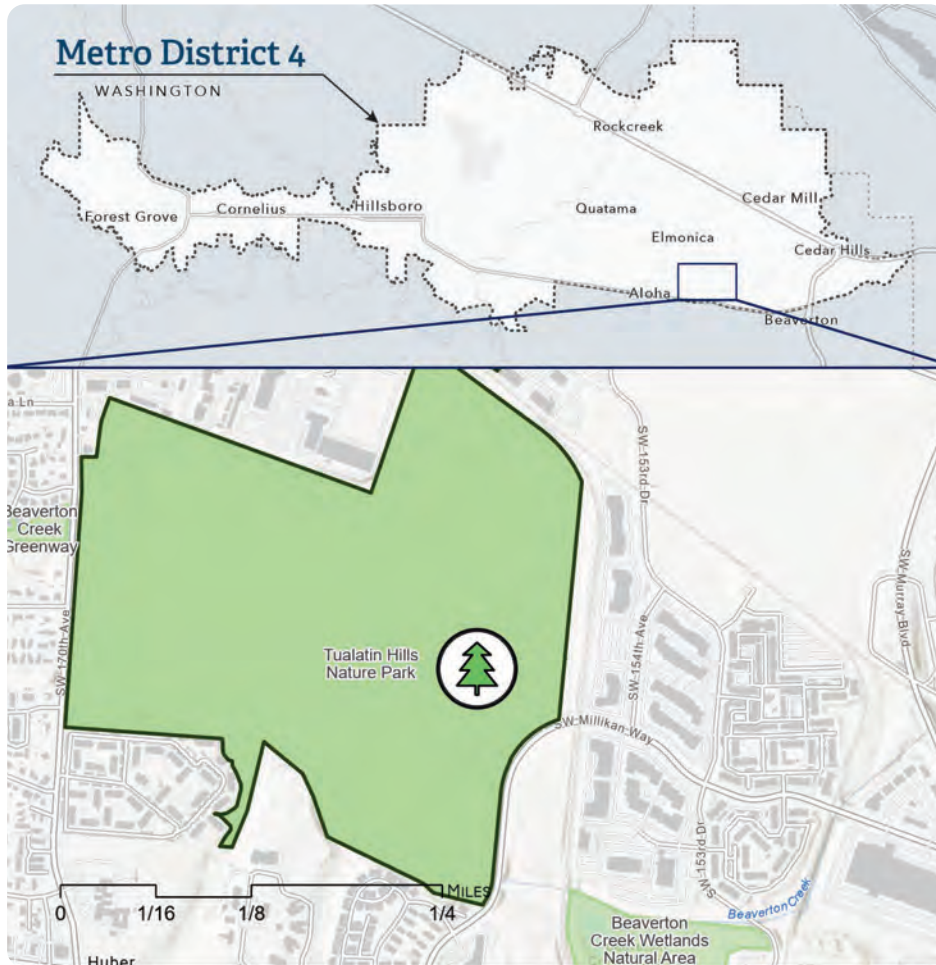
**Attachment 5 to Exhibit A
Project Development**

A. Complimentary Materials

(Additional documentation from participatory process, attached below)

REVIEW DRAFT

**To Make it All Good Again at
Tualatin Hills Nature Park
Hacer que todo vuelva a estar bien en
Tualatin Hills Nature Park**



Project Summary

Resumen del proyecto

Existing trails wind through the beloved streams and wooded area of Tualatin Hills Nature Park. New interpretive signage is proposed throughout the trails to inform people of all ages about the nature they are interacting with and cultural practices associated with various plants. This project centers around the potential for future collaboration between THPRD and the Native Community, who could work together to develop the interpretive content. Native plant restoration areas will be identified and restored. Trail accessibility, maintenance, and restoration improvements will be made.





To Make it All Good Again at Tualatin Hills Nature Park

Project Cost: \$247,000

Accessibility improvements: \$40,000.
 Culturally significant native plant restoration: \$40,000.
 Interpretive signage: \$60,000
 Project Development: \$50,000
 30% contingency

Hacer que todo vuelva a estar bien en Tualatin Hills Nature Park

Costo del proyecto: \$247,000

Las mejoras de accesibilidad: \$40,000.
 La restauración de plantas autóctonas culturalmente significativas: \$40,000.
 La señalización interpretativa: \$60,000
 El desarrollo del proyecto: \$50,000
 30% contingencia

“Indigenous community has lack of space in their personal backyards for gardens and cultural herbs and first foods that are a shared community resource. This could be a place where Indigenous people can be safe and connect to land and community.”

“La comunidad indígena carece de espacio en sus patios personales para huertos y hierbas de índole cultural y primeros alimentos que constituyen un recurso comunitario compartido. Podría ser un lugar donde los pueblos indígenas pudieran estar seguros y conectarse con la tierra y la comunidad”.

“This concept should be included in ALL public parks (native plants will thrive in our changing climate.)”

“Este concepto debería incluirse en TODOS los parques públicos (las plantas nativas prosperarán en nuestro clima cambiante)”.

Note: rendering and site plan concepts illustrate the vision and program ideas, not the final design. Final designs to be determined through a detailed design process after selected projects have been awarded.

Nota: Los conceptos de renderizado y plano de sitio ilustran la visión y las ideas del programa, no el diseño final. Los diseños finales se determinarán a través de un proceso de diseño detallado después de que se hayan adjudicado los proyectos seleccionados.



Scan this QR to for more information!

¡Escanea este código QR para más información!



MEMORANDUM

DATE: July 25, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE **Arborist Contracts**

Introduction

Staff are seeking board of directors' approval to award contracts for general and emergency tree work. Purchases above \$300,000 must be authorized by the board of directors.

Background

In an effort to diversify the district's contractor pool and provide a broader range of available services, staff solicited arborist and tree care companies with a request for proposals (RFP). Ten firms qualified and will each sign a professional services main agreement. Approved companies will perform site-specific general and emergency tree work under subsequent, site-specific contracts. The agreement will be established for the 2024-2025 fiscal year and may be renewed for three additional one-year periods. THPRD staff selected companies from the list based upon technical expertise, specialized equipment, corporate responsibility, and price.

THPRD purchasing procedures require staff to develop specifications and solicit minimum numbers of vendors. Purchases under \$300,000 may be authorized by the general manager or designee. Purchases above \$300,000 have additional requirements and must be authorized by the board of directors.

Proposal Request

Due to recent hotter summers and more intense winters, trees in natural and developed areas are stressed and failing at higher rates than in the past. This fiscal year staff have added approximately 25% more funds to this request in order to work on tree health activities such as proactively pruning trees and removing dead or damaged branches. Funds for the removal of additional hazard trees have also been allocated.

Staff is seeking board of directors' approval to award the following tree care companies a professional services main agreement:

- Bartlett Tree Expert Company
- Colt Tree Services
- General Tree Service
- Joe Grab Tree Services, Inc
- Mountain View Tree Service, LLC
- Native Ecosystems Northwest
- Prunus
- SavATree
- Topline Tree Service
- Treecology A-Plus Tree Care and Sustainability

Outcomes of Proposal

Approval will allow staff and contractors to improve the health of park district trees through pruning and provide safe park and natural areas by reducing hazard trees. It will also lead to improved flexibility and specialization in tree care and emergency tree removal.

Public Engagement

To encourage a fair and diverse workforce, staff researched, contacted, and invited businesses certified with the state's Certification Office for Business Inclusion and Diversity (COBID) to bid on this project. In addition, the original RFP was published in the Portland Daily Journal of Commerce on April 3, 2023. Four of the top-ranked companies meet THPRD criteria as self-defined Women and Emerging Small Businesses and will be encouraged to complete a self-defined form.

Action Requested

Board of directors' approval to award the top ten tree care companies a professional services main agreement, for a total not to exceed \$335,000 across all contractors within a single fiscal year, and authorization for the general manager or designee to execute the professional services main agreements and subsequent contracts.

MEMORANDUM

DATE: July 26, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Howard M. Terpenning Recreation Complex Pickleball Facility Consultant Contract**

Introduction

Staff are requesting board of directors' approval of Fieldwork Design & Architecture LLC (Fieldwork) as the qualified consultant team for the Howard M. Terpenning (HMT) Recreation Complex Pickleball Facility project. Staff recommend authorizing the general manager or designee to execute a professional consulting services contract in the amount of \$786,959.

Background

HMT Recreation Complex is the epicenter of recreational opportunities in the park district with 650,000 visitors a year that visit the complex to participate in their favorite sports. Within the main complex, the Babette Horenstein Tennis Center features fifteen tennis courts for tennis and pickleball: six indoor courts, eight outdoor courts, and an outdoor stadium court for special events. The tennis courts have been adapted to include pickleball court lines which yield four pickleball courts per each tennis court. The eight outdoor courts are located on a contiguous asphalt surface and covered from fall to spring by two separate air-supported fabric structures.

The air structures are portable without the need of conventional framing and are raised, lowered, and stored after seasonal use. They are installed with suspended lights, air-tight doors, and rely on two mechanical ventilation systems to stay inflated and regulate interior temperatures in the winter.

To meet the growing popularity of pickleball, the district is proposing a permanent pickleball pavilion and twelve outdoor pickleball courts that would be enclosed seasonally by an air structure for year-round play. In fall of last year, THPRD retained a civil engineering firm 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. This study was proceeded by retaining an architecture firm that focused on conceptual designs of an entry plaza and pavilion, which included preliminary square-foot costs (see Figure A).



Figure A: Proposed pavilion and pickleball court

The Farley Group, a national air-supported fabric structure supplier, has been hired by the district to design, fabricate, and install the proposed air structure for this project. The Farley Group will be responsible for producing a construction document permit package that includes the structural design and calculations for the air structure, as well as the mechanical ventilation system and electrical design to support it. Fieldwork will be the project lead that coordinates and

submits the air structure design for land use and construction permitting as part of the overall project.

The HMT Recreation Complex Pickleball Facility project is identified in the adopted Fiscal Year 2024/25 System Development Charges Fund budget.

On May 29, 2024, staff publicly advertised a request for proposals (RFP) in the Daily Journal of Commerce for professional design services to finalize the design and permit the pavilion and pickleball court expansion project for construction. In addition, seven design firms were directly solicited that are registered as minority, woman-owned, emerging, or disadvantaged small businesses (MWESB) with the State of Oregon's Certification Office for Business Inclusion and Diversity (COBID). During the solicitation period a total of 31 firms received information or expressed interest in the project and two firms submitted proposals on the June 21, 2024, deadline.

An internal review committee composed of Planning & Development and Sports & Inclusion staff evaluated the proposals in accordance with the scoring criteria of the RFP and determined Fieldwork Design & Architecture LLC (Fieldwork), along with its team of subconsultants, to be the most qualified candidate for this project. Fieldwork's proposal reflects a great understanding of the project, and the technical expertise to deliver a high-quality pickleball facility to our community. The proposal is detailed, clear and identifies the relevant tasks necessary to achieve the project goals and objectives. The professional design team is composed of eight independent firms that include a COBID Emerging Small Business (ESB), a Veteran Business Enterprise (VBE) and Fieldwork, the lead consultant, as a pending Woman Business Enterprise (WBE). A site vicinity map (Attachment A) of the project's location is attached for reference.

Proposal Request

Staff are requesting board of directors' approval of Fieldwork Design & Architecture LLC as the most qualified consultant team based on proposals received for professional consulting services for the HMT Recreation Complex Pickleball Facility project for the proposed fee of \$786,959. Staff requests authorization for the general manager or designee to execute the professional services contract.

Outcomes of Proposal

Pickleball growth is up 159% over the last three years nationwide. It is the fastest growing sport in the nation with tennis growth just behind at a growth rate of 33%. With limited outdoor courts available throughout the district, the HMT Recreation Complex is the ideal location for a dedicated twelve-court pickleball facility. Expanding recreational opportunities align with the district's 2023 Strategic Plan to respond to community needs and emerging trends.

Public Engagement

Public engagement is not considered in the solicitation of public improvement contracts. However, two public meetings were recently held to discuss the project – one with the neighbors, and one with the Parks and Facilities Advisory Committee. Both meetings were well-attended and participants provided positive feedback about the project.

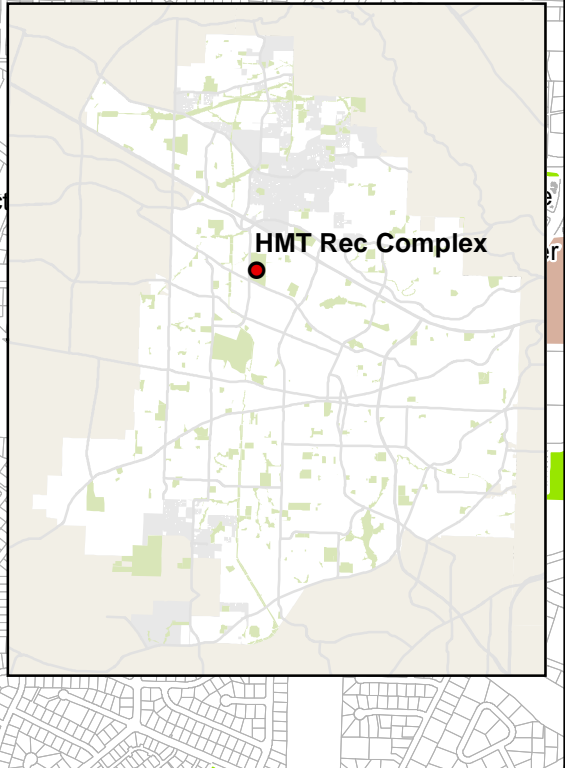
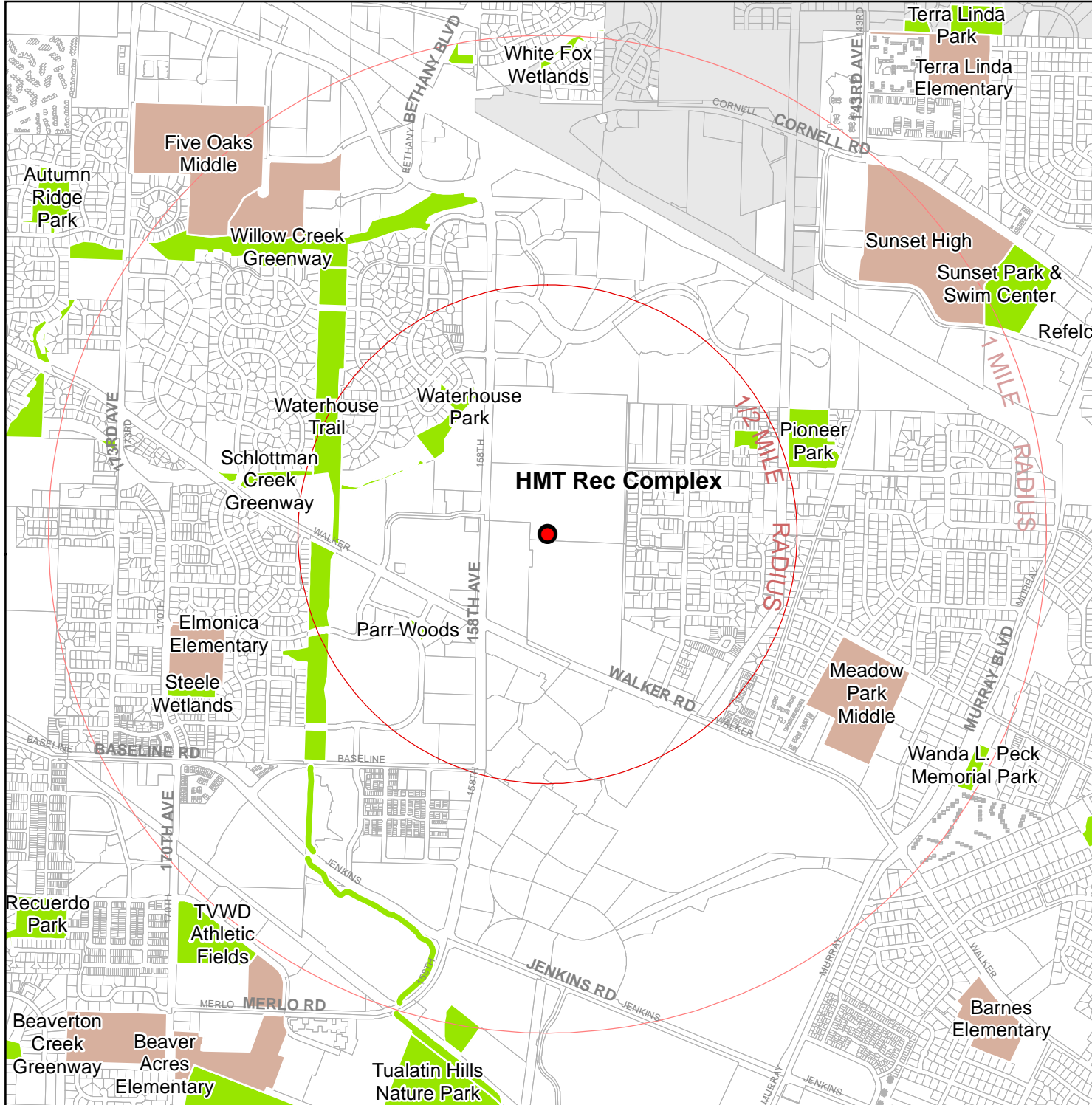
Action Requested

Board of directors' approval of the following items:

1. Approval of the qualified consultant team led by Fieldwork Design & Architecture LLC for professional consulting services for the HMT Recreation Complex Pickleball Facility project; and,
2. Authorization for the general manager or designee to execute a professional services contract in the amount of \$786,959.



SITE VICINITY



LEGEND

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

0 1,000 2,000 Feet

Date: 7/15/2024



MEMORANDUM

DATE: July 31, 2024
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **General Manager's Report**

Pickleball Programming Update

Work continues on the development of a pickleball facility concept for the Howard M. Terpenning Recreation Complex. At the August 14 board meeting, the board of directors will be asked to award a consultant contract for professional design services for the facility. During the meeting, Emily Kent, Sports & Inclusion manager, and Tim Bonnin, Development supervisor, will also provide an update on community engagement efforts to support the project. The update will include an overview of the estimated project cost, potential grant opportunities, and a project timeline.

Black & Green Fellowship Program

The Tualatin Hills Nature Center recently wrapped up the third year of the Black & Green Fellowship in partnership with Beaverton Black Parent Union (BBPU). This year's Fellowship was held over four Saturdays from April 20 to May 11, 2024, at the Tualatin Hills Nature Center. In total, 15 youths participated; of those, seven were returning participants who had been part of one or more of the previous years of the Fellowship. Sessions were led by professional facilitators from the Black community, BBPU members, and THPRD staff on topics associated with nature and mental health. Funding for this year's Black & Green Fellowship comes from the 2023-2025 Oregon Youth Solutions Grant.

The Black & Green Fellowship empowers Black youth to take up space and gain comfort in nature by building a relationship with each other at a THPRD park site. The Fellowship's focus includes increasing student's understanding of the connection between nature and mental health, offering techniques and tools for self-care and wellness, and facilitating journaling prompts to promote self-reflection and deepen students' connection to themselves, nature, and their community. Components of the sessions include nature hikes through the Tualatin Hills Nature Park, mental health discussions, restorative yoga, mindfulness exercises, exposure to careers in nature, and nature education. Each day, participants assemble take-home kits that complement the session theme, allowing them to implement these concepts into their daily lives.

Hanna Dörnhofer, THPRD Community Engagement park ranger; Karen Munday, THPRD Tualatin Hills Nature Center supervisor; and Kesia Tosh from the Beaverton Black Parent Union will be at the board's August meeting to provide an update on this year's fellowship program.



MEMORANDUM

DATE: August 1, 2024
TO: Doug Menke, General Manager
FROM: Holly Thompson, Communications Director
RE: **Equity and Engagement Advisory Committee**

Introduction

Staff is requesting that the district transition the existing Programs and Events Advisory Committee to an Equity and Engagement Advisory Committee effective January 2025.

Background

THPRD benefits from the volunteerism and advice of community members who serve on one of the districts three standing advisory committees. THPRD District Compiled Policy 3.12 outlines the process for the work of advisory committees. The district has historically utilized three regular committees: Parks and Facilities, Nature and Trails, and Programs and Events.

Staff met with members of the Programs and Events Advisory Committee recently to begin a discussion about transitioning this committee to focus on giving the district advice and guidance in the areas of community engagement and equity. Staff felt that this would be a positive change for the committee and better meet the needs of the district. It would also broaden the discussion area for committee members, as the committee would be able to offer advice on all dimensions of equity and engagement – and not be limited to focusing exclusively on programs and events.

After discussions with members of the current committee staff received unanimous feedback from the group that this would be a positive change for both the district and for the volunteers serving on the committee.

Proposal Request

Staff is seeking general direction from the board that they approve of this new approach. If the board agrees with this direction, staff will focus on fall recruitment for a new Equity and Engagement Advisory Committee that would begin meeting in January 2025. All members of the Programs and Events Advisory Committee would be invited to complete their existing terms on the newly formed committee.

Outcomes of Proposal

If the board agrees, the district's existing Programs and Events Advisory Committee would transition to an Equity and Engagement Advisory Committee beginning in January 2025.

Public Engagement

Staff met with existing members of the Programs and Events Advisory Committee to solicit their input and feedback on the proposal. All feedback was positive and committee members unanimously supported the transition.

Action Requested

No formal action is requested; general board agreement to move forward with a repurposed Equity and Engagement Advisory Committee.