

INTERGOVERNMENTAL AGREEMENT
Metro –City of Tualatin

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

BACKGROUND

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

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

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

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

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

AGREEMENT

1. Identified Local Share Projects

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

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

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

2. Limitations of Funding

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

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

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

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

3. Real Property Acquisitions Requirements

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

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

may not exercise any powers of eminent domain;

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

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

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

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

4. Capital Construction Projects: Requirements

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

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

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

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

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

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

5. Funding Recognition

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

5.2 Individual Project Funding Recognition Requirements.

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

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

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

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

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

6. Reporting Requirements

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

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

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

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

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

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

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

7. Project Records, Audits and Inspections

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

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

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

7.3 Availability of Project Records. After Metro provides Park Provider with at least seven (7) days' prior notice of its intent to examine, audit, inspect and copy Project Records, Park Provider will make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor. Park Provider will make Project Records available within the boundaries of the Metro region, at reasonable times and places

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

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

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

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

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

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

9. Term; Termination

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

9.2 Termination for Cause.

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

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

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

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

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

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

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

10. Dispute Resolution

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

other remedies available at law or in equity.

11. Public Contracting Provisions; Compliance with Law

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

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

12. Indemnification; Limitation on Liability

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

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

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

13. Oregon Law; Forum

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

14. Oregon Constitution and Tax Exempt Bond Covenants

Park Provider acknowledges that Metro's source of funds for the Local Share Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Park Provider covenants and agrees that (A) it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Park Provider breaches these covenants, Park Provider will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any projects funded under this Agreement.

15. Notices

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

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

Park Provider's Designated Representative(s):

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

Metro's Designated Representatives:

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

with copy to:

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

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

16. Assignment; Entire Agreement; Merger; Waiver

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

17. Amendment

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

18. No Third Party Beneficiaries

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

19. Relationship of Parties

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

20. Other Agreements

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

21. Further Assurances

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

22. No Attorney Fees

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

23. Limitations

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

24. Severability

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

25. Counterparts; Electronic Execution

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

26. Authority

Park Provider and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by Park Provider and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for Park Provider and Metro, respectively. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

27. Definitions

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

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

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

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

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

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

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

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

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

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

ATTACHMENTS:

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

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

Metro

City of Tualatin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME: City of Tualatin

B. PROJECT DETAILS:

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

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

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

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

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

1. **Project Budget:**

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

1. **Project Timeline:**

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

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

2. **Payment schedule:**

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

ATTACHMENT B
Payment Request Requirements

ACQUISITION PROJECT PAYMENT REQUEST PROCEDURES:

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

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

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

CONSTRUCTION PROJECT PAYMENT REQUEST PROCEDURES

A. Final Approval of Construction Project

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

B. Initial Advance Requests

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

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

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

C. Reimbursement Requests

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

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

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

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

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

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

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

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

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

I. Post- Acquisition Restrictions:

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

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

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

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

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

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

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

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

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

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

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

II. Post- Construction Restrictions:

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

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

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

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

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

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

Exhibit 1 to Attachment A

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

City of Tualatin Parks & Recreation Basalt Creek Parkland Acquisition

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

\$ 1,581,005.00 Requested

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

Project Contact

Kyla Cesca
kcesca@tualatin.gov
Tel: 503.691.3062

Additional Contacts

rmueller@tualatin.gov

City of Tualatin Parks & Recreation

18880 SW Martinazzi Ave
Tualatin, OR 97062
United States

Director

Ross Hoover
rhover@tualatin.gov

Telephone 503.691.3062

Fax

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

Eligibility [top](#)

1. Local Share conversation

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

I got it!

2. Distribution of funds

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

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

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

3. Distribution of funds

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

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

Submittal Questions [top](#)

Location and general description

1. Project summary (one paragraph, 255 characters)

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

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

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

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

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

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

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

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

3. Location

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

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

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

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

5. Land acquisition

Is this a land acquisition? (Select only one)

- Yes
 No

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

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

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

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

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

7. Capital project timeline

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

This is not a capital project and is not applicable

8. Capital project plans and designs

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

- I uploaded it!
 Not applicable

Bond purpose

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

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

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

Local share investment categories (Section 6 of Handbook)

10. Local share investment categories

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

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

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

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

Natural area or parkland acquisition

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

Fish and wildlife habitat restoration and/or habitat connectivity

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

Developing public access facilities at public parks and natural areas

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

Design and construction of local or regional trails

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

Local share criteria (Section 7.2 of Handbook)

12. Local share criteria

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

Which local share criteria does your project satisfy?

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

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

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

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

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

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

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

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

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

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

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

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

14. Climate resilience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Engagement plan

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

- ✓ I uploaded it!
- ⊖ Not applicable

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

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

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

- ✓ I got it!

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

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

This project is an acquisition and does not include contracting.

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

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

This project is an acquisition and does not include contracting.

22. Workforce equity tiers

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

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

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

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

This project is an acquisition and does not include contracting.

Avoiding gentrification and displacement (Section 5.2 of the Handbook)

24. Avoiding gentrification and displacement

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

- I got it!

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

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

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

Currently the residential development in Basalt Creek includes:

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

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

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

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

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

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

Technical assistance (Section 11 of the Handbook)

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

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

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

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

Budget [top](#)

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

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

Budget Narrative

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

Scope and Outcomes [top](#)

Scope of work (See section 9 in Handbook)

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

Tracking outcomes

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

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

Document Uploads [top](#)

Documents Requested *

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

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

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

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

OPTIONAL: If you have additional or supplemental

Required? **Attached Documents ***

[Community Engagement Plan](#)

[Budget](#)

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

Please attach a project map



[Map](#)

Applicant Follow-up Questions

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

Application ID: 395487

**Basalt Creek Park Property Acquisition
Alvstad Property**

Budget & Cost Projections

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

4/11/2022



COMMUNITY ENGAGEMENT PLAN



Basalt Creek Park Community Engagement Plan

Background

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

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

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

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

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

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

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

Park Site Planning & Design

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

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

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

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

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

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

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

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

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

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

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

Outcomes & Benefit

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

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

Summary

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

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