



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

**Board of Directors Regular Meeting
Wednesday, April 13, 2022**

**6:00 pm Executive Session
7:00 pm Regular Meeting**

AGENDA

1. Executive Session*
 - A. Personnel
 - B. Land
2. Call Regular Meeting to Order
3. Action Resulting from Executive Session
4. Proclamations:
 - A. [National Volunteer Month](#)
 - B. [National Arab American Heritage Month](#)
5. Audience Time**
6. Board Time
 - A. Committee Liaisons Updates
7. Consent Agenda***
 - A. [Approve: Minutes of March 9, 2022 Regular Board Meeting](#)
 - B. [Approve: Monthly Bills](#)
 - C. [Approve: Monthly Financial Statement](#)
 - D. [Approve: Resolution Appointing District Budget Officer](#)
 - E. [Approve: Resolution Delegating Authority to the General Manager to Make Decisions Regarding District Litigation](#)
 - F. [Approve: Intergovernmental Agreement with City of Beaverton for Fanno Creek Trail Segment #5](#)
 - G. [Approve: Intergovernmental Agreement with City of Beaverton for the Cooper Mountain Community Plan](#)
 - H. [Approve: Agency Agreement with Oregon Department of Transportation to Deliver Phase 2 of the Beaverton Creek Trail Federal Project](#)
 - I. [Approve: Coronavirus State Fiscal Recovery Fund Grant Agreement with Oregon Department of Administrative Services for a Permanent Restroom](#)
 - J. [Award: Abbey Creek Park Phase 2 Consultant Contract](#)
 - K. [Award: Pointer Road Neighborhood Park Consultant Contract](#)
 - L. [Award: Harman Swim Center Construction Contract](#)
8. Unfinished Business
 - A. [Approve: Sports Affiliation Review Process Recommendations](#)
 - B. [Information: General Manager's Report](#)
9. New Business
 - A. [Approve: System Development Charge 5-Year Capital Improvement Plan Update](#)
10. Adjourn

The THPRD Board of Director's April 13, 2022 Regular Meeting will be conducted electronically. Live streaming of this meeting will be available at <https://youtu.be/iqBv-eGRW70> and also posted on the district's website at www.thprd.org

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

**** Audience Time / Public Testimony:** Testimony is being accepted for this meeting via email (written) or virtually via MS Teams (spoken).

If you wish to submit written testimony via email, please do so by 3 pm the day of the meeting to boardofdirectors@thprd.org Testimony received by the deadline will be read into the record during the applicable agenda item, or Audience Time, with a 3-minute time limit. Testimony received regarding work session topics will be read during Audience Time.

If you wish to speak during the virtual meeting, please sign up by emailing boardofdirectors@thprd.org by 3 pm the day of the meeting with your name, email address, phone number and testimony topic. You will be provided additional instructions and a link to access the meeting. Testimony will be taken with a 3-minute time limit during the applicable agenda item, or Audience Time. Testimony received regarding work session topics will be taken during Audience Time.

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

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



MEMORANDUM

DATE: April 1, 2022
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: Information Regarding the April 13, 2022 Board of Directors Meeting

Agenda Item #4 – Proclamations

A. [National Volunteer Month](#)

Attached please find a proclamation declaring the month of April as National Volunteer Month.

B. [National Arab American Heritage Month](#)

Attached please find a proclamation declaring the month of April as National Arab American Heritage Month.

Agenda Item #7 – Consent Agenda

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

- A.** [Approve: Minutes of March 9, 2022 Regular Board Meeting](#)
- B.** [Approve: Monthly Bills](#)
- C.** [Approve: Monthly Financial Statement](#)
- D.** [Approve: Resolution Appointing District Budget Officer](#)
- E.** [Approve: Resolution Delegating Authority to the General Manager to Make Decisions Regarding District Litigation](#)
- F.** [Approve: Intergovernmental Agreement with City of Beaverton for Fanno Creek Trail Segment #5](#)
- G.** [Approve: Intergovernmental Agreement with City of Beaverton for the Cooper Mountain Community Plan](#)
- H.** [Approve: Agency Agreement with Oregon Department of Transportation to Deliver Phase 2 of the Beaverton Creek Trail Federal Project](#)
- I.** [Approve: Coronavirus State Fiscal Recovery Fund Grant Agreement with Oregon Department of Administrative Services for a Permanent Restroom](#)
- J.** [Award: Abbey Creek Park Phase 2 Consultant Contract](#)
- K.** [Award: Pointer Road Neighborhood Park Consultant Contract](#)
- L.** [Award: Harman Swim Center Construction Contract](#)

Agenda Item #8 – Unfinished Business

A. [Sports Affiliation Review Process Recommendations](#)

Attached please find a memo requesting board approval of the affiliation process recommendations.

Action Requested: Board of directors' approval of the affiliation process recommendations as presented and direction to district staff to begin work in updating the Affiliate Policy contained within the District Compiled Policies.

B. [General Manager's Report](#)

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

Agenda Item #9 – New Business

A. [System Development Charge 5-Year Capital Improvement Plan Update](#)

Attached please find a memo providing an update of the district's system development charge five-year capital improvement plan for board approval and for use in FY 2022/23 budgeting.

Action Requested: Board of director's approval of the System Development Charge Five-year Capital Improvement Plan project list.

Other Packet Enclosures

- [Monthly Capital Report](#)
- [Monthly Bond Capital Report](#)
- [System Development Charge Report](#)



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, volunteerism is about giving, contributing, and helping others throughout the community, and THPRD would not be able to achieve all that we do without the gift of service and the dedication of our volunteers; and

WHEREAS, THPRD's volunteers serve in a variety of ways from helping with community events, habitat and natural area restorations, park and trail clean-ups, nature education, summer youth volunteers, sporting events, and so much more; and

WHEREAS, last year approximately 1,000 people contributed almost 9,000 hours to THPRD; and

WHEREAS, the value of volunteer's contributions to THPRD is nearly \$233,000 dollars; and

WHEREAS, volunteer help was especially valuable during the COVID-19 pandemic as so many district resources have been impacted, and our volunteer community's gifts of their talent and service are so tremendously appreciated; and

WHEREAS, volunteerism brings us together as a community, it breaks down barriers and provides everyone an opportunity to better our park and recreation system; and

WHEREAS, THPRD's volunteers help the district fulfill our mission to provide high-quality park and recreation facilities, programs, services, and natural areas that meet the needs of the diverse community we serve;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of April 2022 as

National Volunteer Month

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

Signed this 13th day of April, 2022.

Tya Ping, President

Heidi Edwards, Secretary



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, culture; and

WHEREAS, since migrating to America, people of Arab descent have shared their rich culture and traditions with neighbors and friends; and

WHEREAS, Arab Americans have shared their resilient family values, strong work ethic, dedication to family, education, tradition and culture, and added to the strength of our nation's democracy; and

WHEREAS, the history of Arab Americans in the U.S. remains neglected, or defaced by misconceptions, bigotry, and anti-Arab hate in the forms of crimes and hate speech; and

WHEREAS, Arab American issues, such as civil rights abuses, harmful stereotyping, religious bigotry, and bullying must be overcome in the forms of education, awareness, tolerance, and building new community connections and understanding; and

WHEREAS, the incredible contributions and heritage of Arab Americans have helped us become a better nation; and

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of April 2022 as

National Arab American Heritage Month

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

Signed this 13th day of April, 2022.

Tya Ping, President

Heidi Edwards, Secretary



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

A meeting of the Tualatin Hills Park & Recreation District Board of Directors was held electronically on Wednesday, March 9, 2022. Work Session 5:15 pm; Executive Session 6:15 pm; Regular Meeting 7 pm.

Present:

Tya Ping	President/Director
Heidi Edwards	Secretary/Director
Felicita Monteblanco	Director
Alfredo Moreno	Director
Doug Menke	General Manager

Absent:

Barbie Minor	Secretary Pro-Tempore/Director
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Agenda Item #1 – Work Session: Sports Affiliation Review Process Recommendations

A Work Session of the Tualatin Hills Park & Recreation District Board of Directors was called to order by President Tya Ping on Wednesday, March 9, 2022 at 5:15 pm.

General Manager Doug Menke introduced Julie Rocha, interim Sports & Inclusion director, to share an update on the affiliation review process and the resulting recommendations, noting that this has been an in-depth process including multiple presentations to the board, and extensive outreach and participation by the volunteer-led stakeholder workgroup.

Julie provided a detailed overview of the affiliation review process that has taken place and the recommendations of the stakeholder workgroup via a PowerPoint presentation, a copy of which was entered into the record, and which included the following information:

- Purpose of Review
 - Create equitable access for community use
 - Streamline a process for all affiliated sports
 - Understand THPRD's capacity levels
 - Implement a tool to evaluate partnerships
- Work to Date
 - Performed outreach and mobilized community members to review the affiliate process
 - Facilitated nine stakeholder workgroup meetings
 - Facilitated seven subcommittee meetings
- Recommendations
 - Update criteria
 - Affiliate application
 - Affiliate scorecard
 - Capacity overview
 - District Compiled Policy
 - Policy & Procedure
 - Update review process
 - Create equitable review process
 - Establish review committee of volunteers and staff
 - Provide affiliation timeline

- Embed Diversity, Equity, Inclusion & Access (DEIA)
 - Create process for community access to facilities
 - Establish expectations for responsive communication and information sharing
 - Require:
 - Annual DEIA training for staff and members
 - Alignment with THPRD mission, vision, and values
 - Code of conduct for players, coaches, and spectators
 - Zero-tolerance discrimination policy
 - Anti-discrimination policies against protected classes

Julie provided an overview of the next steps in this process, which include presenting the final recommendations for board consideration of approval at their April meeting, and offered to answer any questions the board may have.

Felicita Montebianco thanked those involved in this process, acknowledging the difficult conversations it entailed. She asked for additional information regarding the scorecard and if incidences such as unacceptable behavior or language used on the field would be reflected.

- ✓ Julie noted that the scorecard will be filled out by district staff and confirmed that such incidences would be reflected. Additionally, a code of conduct is required under the DEIA component of the recommendations in order to enable the district to quickly address such situations. It's also been made clear that affiliates must send out messaging from the district without altering the content.
- ✓ Doug added that, equally important to the consequences faced by the particular offender in such circumstances, will be how the organization handles the situation overall.

Felicita asked for additional information regarding the process for groups to return unused hours.

- ✓ Julie explained that affiliates need to return their unused time for reallocation or release two weeks after their allocation. In the past there have been different timelines for various sports, but all of the groups are being brought under a single timeline. She described some of the different factors that can influence whether an affiliate returns time.

Felicita expressed support for the annual DEIA training requirement and encouraged district staff to assist the groups by providing a list of resources or basic information as to how to get started.

- ✓ Julie expressed agreement, noting that each affiliate will need to determine what makes the most sense for their members and that a lot of the national governing bodies have some of this work already in place. District staff is available to offer suggestions in terms of how to get started.

President Ping inquired whether other groups are notified when unused hours are returned or if there is a method by which the community can take advantage of those hours.

- ✓ Julie replied that in the past when a group has returned time, those hours were offered to the other groups. The recommendation moving forward is to hold out the time that has historically been turned back for community use instead, while still having time available for renters and outside users. She described a pilot project of community field use at the HMT Recreation Complex that has been successful for two seasons now. A different way of scheduling is being used successfully, along with the acknowledgement that affiliates are not always going to be the only ones using assets during prime time.

Tya asked how a community member might inquire about available hours.

- ✓ Julie explained that for unorganized play, such as a casual game with friends, there will be predetermined fields in various quadrants set aside for drop-in use advertised. Community use would still require permits for semi-consistent use and those interested should reach out to district staff at the centralized sports@thprd.org email address.

Tya asked how often the scorecard will be completed and how often groups will reapply for affiliation.

- ✓ Julie replied that the scorecard will be completed after each allocation, which varies by sport. For example, competitive soccer has four allocations per year, while football has one. The reaffiliation process is recommended to change from every five years to every three years, and the scorecards will help evaluate those partnerships to ensure that our affiliates are being good stewards of public resources and that we have the right partners. This was the stakeholder workgroup's idea in order to increase accountability.

Tya asked whether new groups seeking affiliation would need to wait until the three-year cycle has concluded.

- ✓ Julie replied that new groups seeking affiliation should reach out to district staff six or more months in advance of the start of their season.

Tya asked who determines weather-related field closures.

- ✓ Julie explained that the decision can come from the group or the district. The district will typically close fields when they are not safe, but there are also times when groups will make that decision themselves, for which they can turn back the hours for no charge.

Heidi Edwards thanked everyone involved in this work and inquired whether the stakeholder workgroup would continue on or disband.

- ✓ Julie replied that a component of the scorecard includes giving back and being partners with the district, so they will be asking each affiliate or group of affiliates to sit on the review committee, but not evaluating their own sport.

Alfredo Moreno asked for additional information regarding the nonprofit designation requirement for affiliates.

- ✓ Julie explained that the stakeholder workgroup felt strongly that affiliates should have nonprofit status. If not, the door would be opened to for-profit organizations, which wouldn't meet the district's mission. Nonprofit status also helps hold clubs financially responsible and assists with liability issues. Currently, all 41 of the district's affiliates are nonprofits, as are the four groups seeking affiliation.

Alfredo asked what if there is a specific activity or service being provided by a for-profit organization in the Metro area that our non-profits aren't currently providing.

- ✓ Julie explained that the district's focus is to provide recreational-level opportunities, and that the affiliates provide the next level. Specialized or private organizations can rent time on our fields, but not at school district sites, which requires them to go through their own process to gain access. This is where the time set aside for renters comes into play, which would be the appropriate opportunity for for-profit organizations.
- ✓ Doug added that there are always groups claiming that the district is restricting a particular activity, but the highest and greatest recreational need is our priority. Intentionally setting aside time for others will be a new step for the district.

Tya asked whether the affiliated groups are ranked in some way. What evaluation is conducted when a new group wants to become affiliated for a service that is already being provided by current affiliates?

- ✓ Julie explained that the determination is going to be based on capacity and whether the district has the capacity available to serve another club, which can fluctuate. She described the push and pull involved in fulfilling the aquatics clubs' needs while also enabling district programming. While affiliate rankings have not been discussed, it begs the question of whether the district should affiliate with a club that serves 1,000 in-district participants over one that serves 100. If everyone is granted affiliate status, eventually there isn't enough capacity for any of them to operate their clubs effectively. The capacity issue was thoroughly studied during this process in order to understand: what times are

groups using? What times are being turned back? Are there trends in what is being turned back? And can that time be used elsewhere? The intentionality behind carving out community use and drop-in times will also limit the capacity for affiliates.

Tya asked how a new group could be granted affiliate status if the district is already at capacity. Will the current affiliates be grandfathered in? How will the review committee determine with whom to affiliate if more groups apply than for which we have capacity?

- ✓ Julie replied that current affiliates are not being grandfathered in. All groups will be given the equal opportunity to apply at the same time for affiliate status. After which, once we approach the three-year review cycle, that is when the scorecard comes into consideration in evaluating whether a group should be reaffiliated. There has been much intentionality in making this process fair for all groups seeking affiliation by looking at the capacity levels, evaluating the affiliates after each allocation via the scorecard, and then applying for reaffiliation at the end of the three-year cycle.

Heidi asked how tournaments fall into this discussion.

- ✓ Julie replied that affiliation applies to games and practices only; tournaments have different fees, forms and timelines and is a separate process from affiliation.

President Ping thanked Julie for the informative presentation and asked whether the stakeholder workgroup has any questions for the board.

- ✓ Julie replied that the stakeholder workgroup has been intentional in weaving the board's feedback into this process and are hopeful that they have provided the desired outcome.

Agenda Item #2 – Executive Session (A) Land (B) Personnel (C) Legal

President Tya Ping called executive session to order for the following purposes:

- To conduct deliberations with persons designated by the governing body to carry out labor negotiations;
- To conduct deliberations with persons designated by the governing body to negotiate real property transactions;
- To consider information or records that are exempt by law from public inspection; and
- To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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

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

Agenda Item #3 – Call Regular Meeting to Order

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was called to order by President Tya Ping on Wednesday, March 9, 2022, at 7 pm.

Agenda Item #4 – Action Resulting from Executive Session

Felicita Monteblanco moved that the board of directors authorize the general manager to continue with and finalize negotiations with the Portland Timbers which will ensure all key negotiation points as those presented during executive session are included in an agreement between the Portland Timbers and the district subject to review by the district's legal counsel. Heidi Edwards seconded the motion. Roll call proceeded as follows:

Alfredo Moreno	Yes
Heidi Edwards	Yes
Felicita Monteblanco	Yes
Tya Ping	Yes

The motion was UNANIMOUSLY APPROVED.

Agenda Item #5 – Proclamations

A. National Developmental Disabilities Month

The board members read into the record a proclamation declaring the month of March as National Developmental Disabilities Month.

B. National Women’s History Month

The board members read into the record a proclamation declaring the month of March as National Women’s History Month.

Agenda Item #6 – Audience Time

Secretary Heidi Edwards read written testimony received, a copy of which was entered into the record:

Matt McLinden provided testimony regarding the district’s lifeguard shortage and wages and benefits. He saw on the news that the district is seeking to hire 100 lifeguards and referenced his past employment with the district over a decade ago as a lifeguard earning a few dollars over minimum wage, noting that was reasonable due to the certification requirement and job responsibilities. However, the starting wage for THPRD lifeguards now is under \$15 an hour without health insurance benefits, which is less than what fast-food establishments pay. He noted that nearby aquatic providers in Hillsboro and Tigard/Tualatin pay higher wages for lifeguards than THPRD. He suggested that the district consider offering a sign-on bonus, as well as increasing benefits in order to encourage more people to fill these important positions that are such a great benefit to the community.

Sabrina Taylor Schmitt, interim Recreation & Aquatic director, acknowledged the competitive market for hiring part-time staff, noting that THPRD is looking at adding a cost of living increase before the summer to help close the gap between the district and its competitors. The district has also removed the fee to become a lifeguard. Twenty new lifeguards completed the winter training class, and more are signed up for future classes. We are making slow but steady progress.

- ✓ Felicita Montebianco inquired about the average demographics of someone who takes the lifeguard class.

Sabrina replied that historically it has been taken by teenagers and college-age young adults, but she is not sure if that has changed. She will pull demographics information to further evaluate.

Agenda Item #7 – Board Time

A. Committee Liaisons Updates

Alfredo Moreno provided the following updates and comments during board time:

- Welcomed new Board of Trustees member Rep. Lisa Reynolds to the Tualatin Hills Park Foundation.
- Attended the most recent Parks & Facilities Advisory Committee meeting, during which the committee discussed the district’s work with the City of Beaverton to gain oversight of their community gardens.
- Referenced a recent family tragedy and thanked those across the district who reach out, mentor, and offer support to children, teenagers, young adults and people of all ages.

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

- Attended a meet and greet with gubernatorial candidate Speaker Tina Kotek hosted by City of Beaverton Mayor Beaty and shared THPRD’s work around system development charges and the opportunities that exist in Beaverton.
- The Washington County Preschool for All initiative has moved from phase one, plan development, to phase two, focusing on funding and support. There will be opportunities for board engagement, for which she will keep the board informed.

Heidi Edwards provided the following updates and comments during board time:

- Thanked the budget committee members and district staff for a successful THPRD Budget Committee meeting in late February.
- Recently met with Eileen Kravetz, Executive Director for the Tualatin Hills Park Foundation, to touch base and offer support of the foundation's efforts.
- Attended the most recent Fiduciary Committee meeting during which the pension fund's quarterly activities were reviewed, as well as the investment policy.
- Visited the district's archery range at the Portland Community College Rock Creek Recreation Facility.

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

- Thanked district staff for a successful THPRD Budget Committee meeting in late February and for keeping the district on track, especially in the absence of a CFO.
 - ✓ General Manager Doug Menke announced that the district has hired a new CFO. Jared Isaksen, formerly with the City of Tigard, will be joining the district at the end of this month.

Agenda Item #8 – Consent Agenda

Alfredo Moreno moved that the board of directors approve consent agenda items (A) Minutes of February 9, 2022 Regular Board Meeting, (B) Monthly Bills, (C) Monthly Financial Statement, and (D) Resolution Amending District Compiled Policies Chapter 6 - Finance. Heidi Edwards seconded the motion. Roll call proceeded as follows:

Felicita Monteblanco	Yes
Heidi Edwards	Yes
Alfredo Moreno	Yes
Tya Ping	Yes

The motion was UNANIMOUSLY APPROVED.

Agenda Item #9 – Unfinished Business

A. South Cooper Mountain Heights Park Concept Plan

Gery Keck, Design & Development manager, and Tim Bonnin, senior park planner, provided a detailed overview of the proposed concept plan for Heights Park located in South Cooper Mountain (SCM), via a PowerPoint presentation, a copy of which was entered into the record. This neighborhood park would be designed and constructed by Lennar Northwest, Inc., in exchange for system development charge credits. The proposed park, currently known as "Heights Park," is intended to be simple by design with an internal path, play area, furnishings, and an open lawn area, and will deliver immediate recreational opportunities for incoming homeowners. Gery and Tim offered to answer any questions the board may have.

President Ping asked for additional information regarding the swings proposed for the park. Will the swings be able to accommodate users of all abilities?

- ✓ Tim described the different styles of swings for a variety of abilities that can be explored. He also described the play equipment that will serve all abilities through offering opportunities for play at a seated level, and amenities located closer to the ground.

Tya expressed support for exploring different styles of swings and suggested that the district keep an inventory of the different amenities at its park sites that are designed for all abilities to ensure that variety is being provided across the district.

- ✓ Felicita Monteblanco expressed support for more swings in general, noting that it is an all-abilities, all-ages activity.

Tya inquired about the amount of open lawn space proposed for this site, noting that in her experience, this type of space tends not to be used as much by the public. Are there specific activities planned for this space? Or other amenities that could go there instead? More trees or

greenery would be appreciated by both people and wildlife. She expressed support for the proposed perimeter pathway.

- ✓ Tim explained that the initial design for this site was intended to be simple since the surrounding community has not yet filled in and homes are not yet occupied. The developer wished to construct a park fairly quickly in preparation for the community arriving. He noted that district staff can certainly discuss with the developer providing more greenery, such as additional trees along the perimeter and around the play area.
- ✓ Gery added that the size of the open space is smaller than it may appear on the design, and described the density of this area and overall lack of greenspace for casual play.

Heidi Edwards acknowledged the density of this area and is happy to see that the district will be providing some open space at this site, along with some amazing larger nature parks nearby. She suggested that the open space component could be revisited once the community has had a chance to use it in order to evaluate whether the space is being used to the best of its ability. She inquired about the district's fence standards, such as type of fence and when a fence is required.

- ✓ Tim replied that a playground within 100 feet of a street will typically have a barrier and that fencing can also be required via the development approval process. Black vinyl fencing is preferred as it looks better than galvanized and holds up better.

Tya asked whether there is a community garden located in or near South Cooper Mountain and, if not, whether this site could be a potential garden location.

- ✓ Gery replied that he is not aware of any community gardens nearby.
- ✓ Aisha Panas, Park Services director, described the balancing act in building out a park site before anyone lives in the immediate area and the limitations in conducting public outreach in this circumstance. The plan being presented this evening represents what the developer is willing to build in exchange for credits. The option moving forward would be to conduct community outreach once there are people living in the area to see what other amenities might be desired.

Alfredo Moreno commented on the need for open space when the surrounding neighborhoods are so densely populated and lack personal outdoor space and yards. He expressed agreement with the previous comments encouraging swings that can accommodate all abilities and suggested that pendulum-type swings and splash pads/water features are popular amenities, too.

Heidi Edwards moved that the board of directors approve the preferred concept plan for Heights Park located in South Cooper Mountain. Felicita Monteblanco seconded the motion. Roll call proceeded as follows:

Alfredo Moreno	Yes
Felicita Monteblanco	Yes
Heidi Edwards	Yes
Tya Ping	Yes

The motion was UNANIMOUSLY APPROVED.

B. General Manager's Report

The following presentation was provided as listed within the General Manager's Report included in the board of directors' information packet:

- Spring Registration & Afterschool Program Updates
 - Sabrina Taylor Schmitt, interim Recreation & Aquatic director, provided an update regarding spring registration and afterschool programs, via a PowerPoint presentation, a copy of which was entered into the record.
- Centro de Bienvenida Update
 - Holly Thompson, Communications director, and Lulú Ballesteros, cultural inclusion specialist, shared an update regarding Centro de Bienvenida serving English

Language Learners and financial aid recipients, via a PowerPoint presentation, a copy of which was entered into the record.

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

Spring Registration & Afterschool Program Updates

Heidi Edwards asked for additional information regarding how the district prepares to offer afterschool programs on early-release days.

- ✓ Sabrina described the considerations and flexibility required in serving the community on early-release days, noting that programming and capacity is adjusted at various facilities around the district to be able to accommodate the students. Typically, the early-release days are known well in advance, but the schedule varies from school-to-school.

President Ping asked whether our participation rate for spring programming this year is higher or lower than what was experienced for Spring 2019, and what we anticipate for summer.

- ✓ Sabrina explained that the district is seeing strong interest in programming and that the public is ready to return. While we're in the process of increasing and onboarding our staff, there will be a bit of a lag between the public's interest level and our ability to accommodate. The district continues to take steps toward normalcy, but it will take time.

Heidi inquired what the district's mask policy will be in light of the mandate being lifted by the state on March 12.

- ✓ Holly replied that THPRD will be moving toward a policy of encouraging mask usage, but not requiring. Announcements have and will continue to go out, and updated signage will be posted at district facilities.

Centro de Bienvenida Update

The board members expressed gratitude and appreciation for this important work and congratulated staff on the success of the program.

- ✓ Heidi Edwards expressed support for seeking out ways to grow the staff that supports this program in order to offer it year-round. Holly described the core customer engagement team being headed under Recreation Services, who are going to be key to Centro de Bienvenida going forward. Staff is also discussing piloting Centro de Bienvenida at different centers, and our full-time Financial Aid Specialist also spends a significant amount of time conducting outreach in the community.
- ✓ Felicita Monteblanco expressed her full support to this commitment to equity.
- ✓ Alfredo Moreno described the generational impact this program will have on families.
- ✓ President Ping inquired whether this is a service that families use repeatedly, or if we teach them how to use the registration system at the same time. Lulú replied that participants can have a combination of needs, from language, to technology, to gaining access to financial aid. She noted that center staff is also prepared to help users navigate the registration system. Holly added that while there is an educational aspect, staff is always happy to welcome back and assist families repeatedly.

Agenda Item #10 – New Business

A. Permanent Restroom Additions Update

Aisha Panas, Park Services director, introduced Gery Keck, Design & Development manager, and Matt Kilmartin, park planner, and thanked the board members for their legislative outreach efforts that were instrumental in helping the district secure American Rescue Plan Act (ARPA) funding for the three permanent restroom structures under discussion this evening.

Gery and Matt provided a detailed overview of the process used in identifying park sites within the district having the highest need for restroom additions while offering the greatest benefit to the community, via a PowerPoint presentation, a copy of which was entered into the record. Staff is

proposing three primary sites to receive restroom additions (Hazeldale Park, Evelyn M. Schiffler Memorial Park, and Greenway Park - option 1) and have also identified two secondary sites (A.M. Kennedy Park and Greenway Park - option 2) as possible alternatives. Final locations will be determined through a planning and evaluation process. The grant funding requires completion of all restroom improvements by June 30, 2024. Gery and Matt provided an overview regarding the next steps in this process, including the public outreach planned, noting that staff will return to seek board approval of the selected construction bid at a future meeting, and offered to answer any questions the board may have.

Felicita Montebianco thanked Aisha for her leadership in helping the board through this process. She inquired whether the portable restrooms at some of these proposed locations would be transferred to other district sites. Will there be a net increase in restrooms available to the community or is it more relative to improved restroom access?

- ✓ Aisha explained that the district does not own the portable restrooms - they are rented - and are strategically placed at high-use sites, such as locations with programmed sports fields. District staff can explore moving the portable restrooms to other sites as acknowledgement of the community's expressed desire for additional restroom facilities via the visioning process. She described the abbreviated process in identifying these locations during the fast-moving discussions with legislators while attempting to secure this funding; ultimately, after more due diligence is completed, the sites may change.
- ✓ General Manager Doug Menke added that the district provides restrooms at all high-activity sites; however, the improvement of having a permanent restroom available over a portable restroom is significant and likely of much greater preference by the community.

Heidi Edwards expressed concern regarding the Greenway Park location proposed closest to Hall Boulevard and wonders if there might be a better location within Greenway Park for a double or single restroom. She asked if Safety Services will be involved in this process to help provide a safe, welcoming park setting, as sometimes restrooms can attract illicit activities.

- ✓ Aisha noted that this process has been an exercise in balancing competing interests, and more will be learned via the public engagement process, including any potential for adjustments. Regarding locations near roadways, Safety Services has advised that clear sightlines to the restroom doors is critical in minimizing unwanted activity. Being closer to the road also means being closer to the utilities, which dramatically improves costs.

Alfredo Moreno thanked his fellow board members for their work on this effort which pre-dates his service on the board. He referenced a school near Greenway Park that uses the park as their playground, noting that a restroom at that location would be beneficial for the students. Overall, he is very supportive of more restrooms in parks and is grateful for this effort.

President Ping requested background information regarding the funding allocation processes that transpired involving Washington County and legislators in designating the ARPA funds, and asked whether any locations in the northern part of the district were considered for restrooms. She added that sites like Pirate Park, Somerset Meadows Park and Somerset West Park are all very busy with a variety of users and meet some of the site conditions previously described.

- ✓ Aisha provided a detailed overview of the funding allocation process that transpired, noting that originally funding for two restrooms was under discussion, but was fortuitously increased to three. She confirmed that sites in the northern portion of the district were explored, as well, noting that existing factors ruled out sites like Pirate Park due to the proximity of utilities. Although some site constraints can technically be addressed, the district also must work within the funding amount provided. Somerset West Park was also evaluated, but was ruled out due to proximity of utilities.
- ✓ Matt added that a portable restroom is available at Somerset West Park.

Tya noted that there isn't a portable restroom available at Somerset Meadows Park. Regarding the list of sites being proposed this evening, she expressed support for Hazeldale Park, Schiffler Park and Greenway Park over A.M. Kennedy Park, due to the amount of usage Greenway experiences over A.M. Kennedy.

B. THPRD Board Endorsement of Beaverton School District Measure 34-313

Heidi Edwards read into the record a proposed endorsement of Beaverton School District Measure 34-313 by the THPRD Board of Directors:

"We, the Tualatin Hills Park & Recreation District Board of Directors, value our long-standing, extraordinary partnership with Beaverton School District and are proud to serve our THPRD community through our shared resources, programming, facilities and sites within the district.

Measure 34-313 will be on the May 2022 ballot for Beaverton Schools. If approved, this will raise funds for Beaverton school classroom improvements including air ventilation and earthquake safety upgrades, covered outdoor play areas, security upgrades, replacement computers and school buses, and other repairs and updates. It would also rebuild Beaverton High School and Raleigh Hills Elementary.

These are significant improvements that we know our community will benefit from and need, therefore we, the Tualatin Hills Park & Recreation District Board of Directors, hereby support and endorse Measure 34-313 for Beaverton Schools this May.

We encourage our community members to vote YES on Measure 34-313 in May to further provide for the safe and healthy environments needed for a high-quality education."

Felicita Montebianco moved that the board of directors endorse Beaverton School District Measure 34-313. Alfredo Moreno seconded the motion. Roll call proceeded as follows:

Heidi Edwards	Yes
Alfredo Moreno	Yes
Felicita Montebianco	Yes
Tya Ping	Yes

The motion was UNANIMOUSLY APPROVED.

Agenda Item #11 – Adjourn

There being no further business, the meeting was adjourned at 8:45 pm.

Tya Ping, President

Heidi Edwards, Secretary

Recording Secretary,
Jessica Collins

[7B]

Check #	Check Date	Vendor Name	Check Amount
315923	2/9/2022	OREGON DEPT OF TRANSPORTATION	65,522.60
		Capital Outlay	\$ 65,522.60
ACH	2/9/2022	DAVID EVANS & ASSOCIATES INC	3,028.10
		Capital Outlay - ADA Projects	\$ 3,028.10
315962	2/23/2022	BCI CONTRACTING INC	19,423.58
315962	2/23/2022	BCI CONTRACTING INC	(971.18)
		Capital Outlay - Bond - Natural Resources Projects	\$ 18,452.40
87416	2/4/2022	LOVETT INC	4,902.80
87573	2/7/2022	EXHAUST SPECIALITIES AND BRAKES	1,045.00
ACH	2/9/2022	CEDAR MILL CONSTRUCTION CO LLC	538,331.60
315948	2/16/2022	KONE INC	3,088.00
ACH	2/23/2022	OP SIS ARCHITECTURE LLP	7,171.50
ACH	2/23/2022	CARLSON TESTING INC	1,350.00
		Capital Outlay - Building Replacements	\$ 555,888.90
ACH	2/2/2022	CDW GOVERNMENT INC	6,149.09
87526	2/7/2022	RHINO NETWORKS	5,514.84
		Capital Outlay - Information Technology Replacement	\$ 11,663.93
315913	2/9/2022	FOREVER LAWN PORTLAND	1,202.00
		Capital Outlay - Park & Trail Replacements	\$ 1,202.00
87414	2/7/2022	BEAVERTON , CITY OF	1,566.99
315905	2/9/2022	2.INK STUDIO	2,268.98
ACH	2/9/2022	AKS ENGINEERING & FORESTRY LLC	16,680.50
		Capital Outlay - SDC - Park Development/Improvement	\$ 20,516.47
87390	2/4/2022	PORTLAND GENERAL ELECTRIC	26,462.00
87410	2/4/2022	PORTLAND GENERAL ELECTRIC	2,636.39
87425	2/4/2022	PORTLAND GENERAL ELECTRIC	25,712.87
87439	2/4/2022	PORTLAND GENERAL ELECTRIC	3,396.68
87470	2/4/2022	PORTLAND GENERAL ELECTRIC	1,436.43
		Electricity	\$ 59,644.37
315882	2/1/2022	KAISER FOUNDATION HEALTH PLAN	245,319.38
315883	2/1/2022	MODA HEALTH PLAN INC	23,353.20
315885	2/1/2022	UNUM LIFE INSURANCE - LTC COMPANY OF AMERICA	8,254.33
315886	2/1/2022	UNUM LIFE INSURANCE - LTC COMPANY OF AMERICA	1,599.70
		Employee Benefits	\$ 278,526.61
315936	2/15/2022	PACIFICSOURCE ADMINISTRATORS INC	2,914.31
315937	2/15/2022	US BANK FBO: THPRD RETIREMENT PLAN	12,019.17
ACH	2/15/2022	MISSIONSQUARE RETIREMENT	41,798.93
ACH	2/15/2022	OREGON DEPARTMENT OF JUSTICE	1,100.59
315980	2/28/2022	PACIFICSOURCE ADMINISTRATORS INC	7,385.35
315982	2/28/2022	US BANK FBO: THPRD RETIREMENT PLAN	12,522.27
ACH	2/28/2022	THPRD - EMPLOYEE ASSOCIATION	8,348.67
ACH	2/28/2022	MISSIONSQUARE RETIREMENT	42,442.50
ACH	2/28/2022	OREGON DEPARTMENT OF JUSTICE	1,393.75
		Employee Deductions	\$ 129,925.54

Check #	Check Date	Vendor Name	Check Amount
315933	2/9/2022	WASHINGTON FEDERAL NA FF&C Series 2013 Debt Payment	19,044.69 \$ 19,044.69
ACH	2/3/2022	NORTHWEST NATURAL GAS COMPANY	36,537.71
ACH	2/9/2022	NORTHWEST NATURAL GAS COMPANY Heat	24,176.61 \$ 60,714.32
ACH	2/9/2022	PORTLAND ENERGY BASKETBALL LLC	9,555.00
ACH	2/16/2022	PORTLAND ENERGY BASKETBALL LLC Instructional Services	17,485.00 \$ 27,040.00
87392	2/4/2022	GUARANTEED PEST CONTROL SERVICE CO INC	1,730.00
87394	2/4/2022	JOHNSON CONTROLS FIRE PROTECTION LP	3,640.64
87399	2/4/2022	STARK STREET LAWN & GARDEN WEST	985.85
87408	2/4/2022	SAVATREE, LLC	4,220.00
87411	2/4/2022	AIRGAS NORPAC INC	150.35
87412	2/4/2022	UNITED SITE SERVICES	6,281.46
87423	2/4/2022	WASTE MANAGEMENT OF OREGON INC	878.13
87424	2/4/2022	SPEEDY SEPTIC SERVICE	2,150.00
87444	2/7/2022	ALPHA ENVIRONMENTAL	1,500.00
87465	2/7/2022	PLATT ELECTRIC SUPPLY	485.16
87537	2/7/2022	AMAZON.COM	125.92
87545	2/7/2022	CANTEL SWEEPING	1,040.00
315966	2/23/2022	DICK'S EVERGREEN FENCE & DECK INC Maintenance Services	2,270.00 \$ 25,457.51
87391	2/4/2022	POOL & SPA HOUSE INC	1,618.65
87395	2/4/2022	REXIUS FOREST BY PRODUCTS INC	4,140.00
87399	2/4/2022	STARK STREET LAWN & GARDEN WEST	599.98
87411	2/4/2022	AIRGAS NORPAC INC	5,010.48
87420	2/4/2022	STEP FORWARD ACTIVITIES INC	11,148.80
87436	2/7/2022	AMAZON.COM	706.48
87437	2/7/2022	OFFICE DEPOT INC	225.81
87451	2/7/2022	HOME DEPOT CREDIT SERVICES	3,922.25
87465	2/7/2022	PLATT ELECTRIC SUPPLY	1,074.51
87473	2/7/2022	HYDER GRAPHICS	1,146.50
87474	2/7/2022	FASTENAL COMPANY	2,276.80
87488	2/7/2022	WILBUR ELLIS COMPANY	1,446.71
87537	2/7/2022	AMAZON.COM	86.22
315960	2/16/2022	WALTER E NELSON COMPANY	3,163.03
315979	2/23/2022	WALTER E NELSON COMPANY Maintenance Supplies	1,462.28 \$ 38,028.50
ACH	2/2/2022	SMITH DAWSON & ANDREWS Miscellaneous Other Services	3,000.00 \$ 3,000.00
87397	2/4/2022	RICOH USA INC	1,650.85
87398	2/4/2022	AT&T MOBILITY	172.92
87436	2/7/2022	AMAZON.COM	87.34
87437	2/7/2022	OFFICE DEPOT INC	870.94
87486	2/7/2022	APPLE INC	1,935.00
87537	2/7/2022	AMAZON.COM Office Supplies	630.22 \$ 5,347.27

Check #	Check Date	Vendor Name	Check Amount
ACH	2/9/2022	LITHTEX INC	2,111.99
315955	2/16/2022	QUADIENT FINANCE USA INC	2,000.00
		Postage	\$ 4,111.99
ACH	2/9/2022	LITHTEX INC	8,043.00
		Printing & Publication	\$ 8,043.00
315894	2/2/2022	GRUNOW, KYLIE	1,500.00
87396	2/4/2022	PROVIDENCE HEALTH & SERVICES OREGON	1,367.00
315922	2/9/2022	MISSIONSQUARE RETIREMENT	3,214.20
315932	2/9/2022	TRUPP HR INC	8,881.25
315957	2/16/2022	RESOURCES INVESTMENT ADVISORS LLC	5,246.56
315980	2/28/2022	PACIFICSOURCE ADMINISTRATORS INC	670.00
		Professional Services	\$ 20,879.01
87397	2/4/2022	RICOH USA INC	116.59
87406	2/4/2022	KAYE SMITH	9,562.80
87431	2/7/2022	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	1,883.00
87436	2/7/2022	AMAZON.COM	836.52
87437	2/7/2022	OFFICE DEPOT INC	310.39
87451	2/7/2022	HOME DEPOT CREDIT SERVICES	148.90
87457	2/7/2022	KIEFER & ASSOCIATES	1,690.00
87465	2/7/2022	PLATT ELECTRIC SUPPLY	303.45
87537	2/7/2022	AMAZON.COM	850.06
		Program Supplies	\$ 15,701.71
87393	2/4/2022	PRIDE DISPOSAL COMPANY	1,331.99
87423	2/4/2022	WASTE MANAGEMENT OF OREGON INC	5,162.14
		Refuse Services	\$ 6,494.13
87397	2/4/2022	RICOH USA INC	3,635.20
		Rental Equipment	\$ 3,635.20
315968	2/23/2022	HARSCH INVESTMENT PROPERTIES LLC	\$ 3,825.07
		Rental Facility	\$ 3,825.07
87437	2/7/2022	OFFICE DEPOT INC	189.71
		Small Furniture & Equipment	\$ 189.71
ACH	2/2/2022	CDW GOVERNMENT INC	17,044.96
87405	2/4/2022	PACIFIC OFFICE AUTOMATION	1,303.00
87408	2/4/2022	SAVATREE, LLC	5,822.50
87417	2/4/2022	SOUND SECURITY INC	12,712.68
87436	2/7/2022	AMAZON.COM	0.31
87451	2/7/2022	HOME DEPOT CREDIT SERVICES	36.44
87486	2/7/2022	APPLE INC	205.00
ACH	2/16/2022	TRUVIEW BSI LLC	2,836.50
ACH	2/16/2022	CDW GOVERNMENT INC	14,626.50
315967	2/23/2022	ELEVATE TECHNOLOGY GROUP	2,925.00
		Technical Services	\$ 57,512.89
87431	2/7/2022	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	152.00
87562	2/7/2022	DELL MARKETING L P	3,060.28
		Technical Training	\$ 3,212.28

Check #	Check Date	Vendor Name	Check Amount
87398	2/4/2022	AT&T MOBILITY	8,740.19
87419	2/4/2022	ALLSTREAM BUSINESS US Telecommunications	5,923.25
			\$ 14,663.44
315888	2/2/2022	CARSON OIL INC	2,311.14
315964	2/23/2022	CARSON OIL INC	2,594.16
315978	2/23/2022	TUALATIN VALLEY WATER DISTRICT Vehicle Gas & Oil	6,906.85
			\$ 11,812.15
87421	2/4/2022	TUALATIN VALLEY WATER DISTRICT	4,067.21
87426	2/4/2022	TUALATIN VALLEY WATER DISTRICT	7,432.11
87427	2/4/2022	BEAVERTON , CITY OF	8,372.88
87428	2/4/2022	BEAVERTON , CITY OF	4,399.10
87429	2/4/2022	BEAVERTON , CITY OF	6,613.19
87430	2/4/2022	BEAVERTON , CITY OF	5,542.67
87500	2/4/2022	TUALATIN VALLEY WATER DISTRICT Water & Sewer	4,643.21
			\$ 41,070.37
Grand Total			\$ 1,514,154.16



Tualatin Hills Park & Recreation District

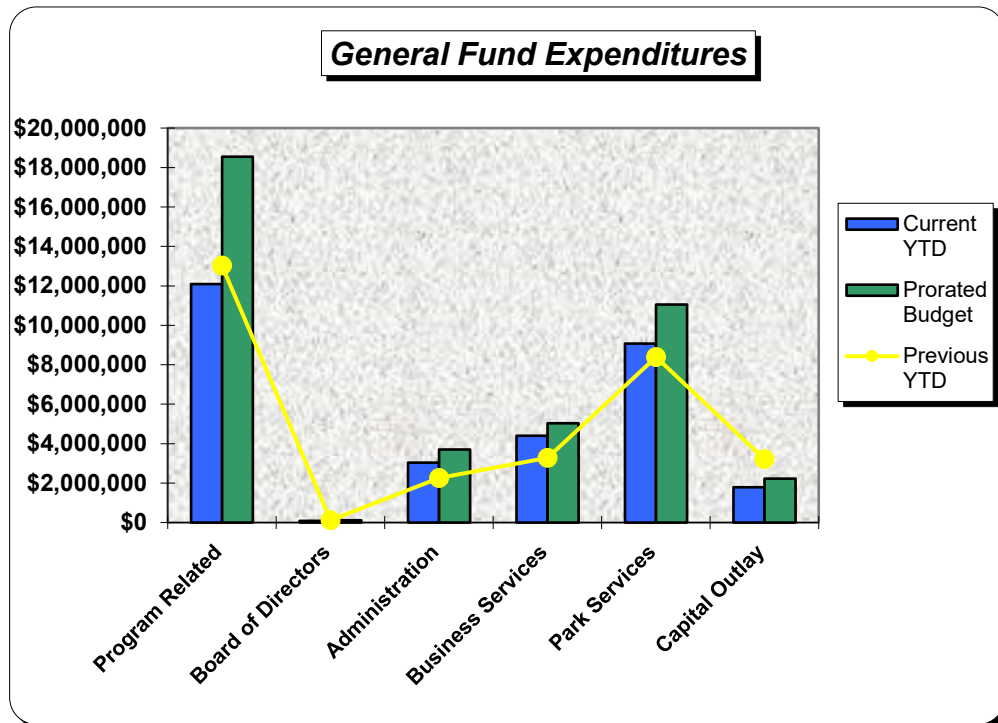
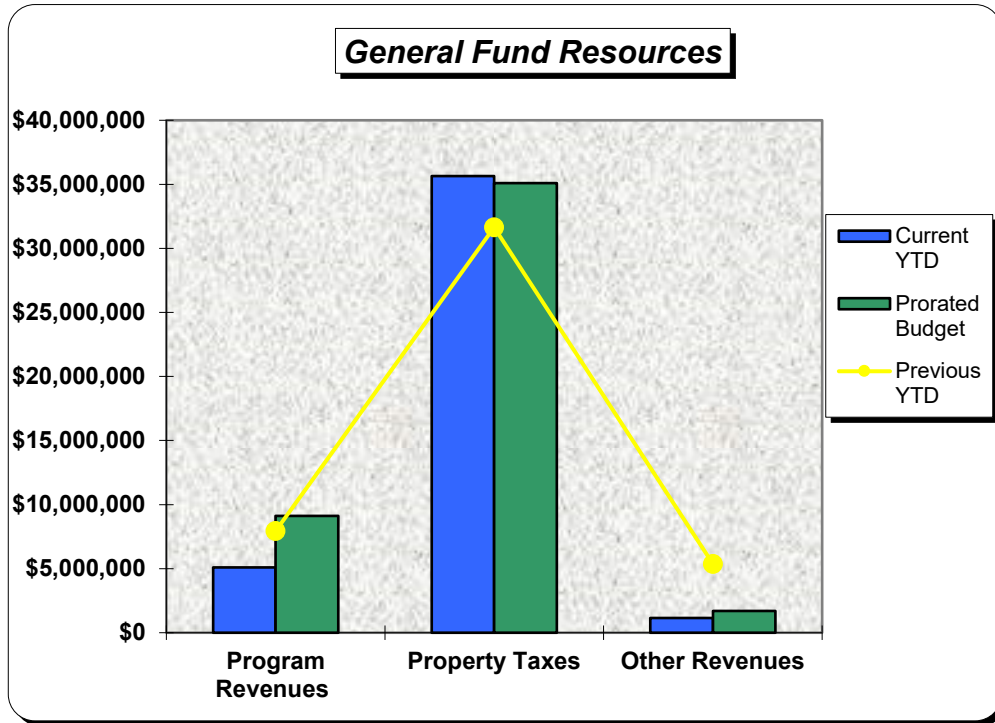
General Fund Financial Summary
February, 2022

	ACTUAL		BUDGET		
	Current Month	Year to Date	Year to Date	% YTD Actual to Budget	Full Fiscal Year
Program Resources:					
Aquatic Centers	\$ 66,336	\$ 699,297	\$ 2,188,384	32.0%	\$ 3,698,641
Tennis Center	93,354	664,221	853,689	77.8%	1,238,412
Recreation Program	165,542	1,934,537	3,716,046	52.1%	5,124,465
Sports & Inclusion Services	107,353	1,795,828	2,349,581	76.4%	3,802,679
Total Program Resources	432,585	5,093,883	9,107,699	55.9%	13,864,197
Other Resources:					
Property Taxes	246,560	35,642,914	35,105,934	101.5%	36,714,068
Interest Income	12,542	99,674	176,155	56.6%	300,000
Facility Rentals/Sponsorships	25,053	510,916	546,252	93.5%	663,300
Grants	9,170	247,527	494,673	50.0%	1,942,719
Miscellaneous Income	75,489	284,586	470,965	60.4%	706,448
Total Other Resources	368,814	36,785,618	36,793,979	100.0%	40,326,535
Total Resources	\$ 801,399	\$ 41,879,501	\$ 45,901,678	91.2%	\$ 54,190,732
Program Expenditures:					
Recreation Administration	35,369	456,572	734,509	62.2%	1,053,697
Aquatic Centers	188,548	1,943,782	4,633,883	41.9%	6,803,811
Tennis Center	69,204	721,092	833,109	86.6%	1,165,327
Recreation Centers	434,373	5,200,035	7,380,936	70.5%	10,296,643
Sports & Inclusion Services	356,176	3,767,717	4,964,117	75.9%	7,039,674
Total Program Related Expenditures	1,083,671	12,089,198	18,546,554	65.2%	26,359,152
General Government Expenditures:					
Board of Directors	7,613	85,473	121,939	70.1%	304,755
Administration	246,856	3,030,772	3,709,050	81.7%	5,158,127
Business Services	265,286	4,397,127	5,040,736	87.2%	7,263,148
Park Services	720,087	9,073,600	11,046,884	82.1%	15,451,400
Capital Outlay	751,381	1,789,309	2,233,333	80.1%	5,301,625
Contingency/Capital Replacement Reserve/Transfer Out	-	-	-	0.0%	4,779,000
Total Other Expenditures:	1,991,222	18,376,280	22,151,942	83.0%	38,258,055
Total Expenditures	\$ 3,074,893	\$ 30,465,478	\$ 40,698,497	74.9%	\$ 64,617,207
Revenues over (under) Expenditures	\$ (2,273,494)	\$ 11,414,023	\$ 5,203,182	219.4%	\$ (10,426,475)
Beginning Cash on Hand		21,268,152	10,426,475	204.0%	10,426,475
Ending Cash on Hand		\$ 32,682,175	\$ 15,629,657	209.1%	\$ -

Tualatin Hills Park and Recreation District

General Fund Financial Summary

February, 2022





MEMORANDUM

DATE: March 30, 2022
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **Resolution Appointing District Budget Officer**

Introduction

Staff is seeking board of directors' approval of Resolution 2022-03 designating the Finance Services Director/Chief Financial Officer as the District Budget Officer.

Background

Oregon Local Budget Law (ORS 294.331) requires that the governing body of each municipal corporation shall designate one person to serve as Budget Officer. The Budget Officer shall prepare or supervise the preparation of the budget document. The Budget Officer shall act under the direction of the executive officer of the municipal corporation.

The Budget Officer's responsibilities are included in the position of Finance Services Director/Chief Financial Officer, and as such we are requesting that the board of directors take the action to formally designate this position as the District Budget Officer. Formerly, the position of Budget Officer was held by the Business Services Director position.

Proposal Request

Staff is seeking board of directors' approval of the attached resolution designating the Finance Services Director/Chief Financial Officer as the District Budget Officer.

Outcomes of Proposal

The district is required to designate a Budget Officer under Oregon Budget Law.

Action Requested

Board of directors' approval of Resolution 2022-03 designating Finance Services Director/Chief Financial Officer as the District's Budget Officer.

RESOLUTION NO. 2022-03
TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

**RESOLUTION DESIGNATING THE
FINANCE SERVICES DIRECTOR/CHIEF FINANCIAL OFFICER
AS THE DISTRICT'S BUDGET OFFICER**

WHEREAS, Local Budget Law and, specifically, ORS 294.331, requires that the governing body of each municipal corporation designate one person to serve as budget officer; and

WHEREAS, Local Budget Law does not require that the "budget officer" be a named individual, and nor does it require annual action by the governing body to designate a budget officer; and

WHEREAS, designating that the individual who holds the District position of "Finance Services Director/Chief Financial Officer" as its "budget officer" provides efficiency, reliability and clarity to the budget process by avoiding the need to annually designate a specifically-named person to serve in that capacity.

NOW, THEREFORE, it is hereby resolved as follows:

Section 1. The individual who holds the title "Finance Services Director/Chief Financial Officer" for the District shall also serve as the District's "budget officer" as that term is used in ORS 294.331.

Section 2. This resolution takes effect immediately upon adoption.

Approved and adopted on April 13, 2022, by the Board of Directors of the Tualatin Hills Park & Recreation District.

Tya Ping, President

Heidi Edwards, Secretary

ATTEST:

Jessica Collins
Recording Secretary



MEMORANDUM

DATE: April 4, 2022
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **Resolution Delegating Authority to the General Manager to Make Decisions Regarding District Litigation**

Introduction

Staff are requesting board of directors' approval of Resolution No. 2022-04 delegating authority to the general manager to make certain decisions regarding district litigation.

Background

The general manager is established as the chief administrative officer of the district and is responsible to the board for the administration of district business. Upon review of existing documents, legal counsel recommended clarification of the decision-making authority delegated by the board to the general manager.

Proposal Request

Staff are requesting board of directors' approval of Resolution No. 2022-04 delegating authority to the general manager to make certain decisions regarding district litigation. In consultation with THPRD legal counsel, the general manager will have the authority to:

- Manage litigation, including pleadings, motions, discovery and case strategy
- Negotiate and execute all documents necessary to manage the litigation in the best interest of the district
- Negotiate and execute agreements up to \$150,000

Outcomes of Proposal

Authorizing Resolution No. 2022-04 will delegate authority to the general manager to act on behalf of the district to make expeditious decisions during the litigation process that may occur outside the board's monthly meeting. The general manager shall keep the board apprised of all litigation matters involving the district.

Action Requested

Board of directors' approval of Resolution 2022-04, delegating authority to the general manager to make certain decisions regarding district litigation.

RESOLUTION NO. 2022-04

Tualatin Hills Park & Recreation District, Oregon

A RESOLUTION DELEGATING AUTHORITY TO THE GENERAL MANAGER TO MAKE CERTAIN
DECISIONS REGARDING DISTRICT LITIGATION

WHEREAS, the Board of Directors of Tualatin Hills Park & Recreation District (THPRD or the “District”) finds that District litigation requires expeditious decision-making during the litigation process that may occur outside the Board monthly meeting; and

WHEREAS, the Board desires to delegate the authority to the General Manager to manage District litigation and make certain decisions relating to litigation, and to settle litigation matters under certain dollar amounts.

NOW THEREFORE, it is hereby resolved as follows:

Section 1. Delegation of Authority. The Board hereby delegates the authority to the General Manager, in consultation with THPRD legal counsel, to:

- a. Manage litigation to which the District is a party during the pendency of the litigation, including working with legal counsel regarding pleadings, motions, discovery, and case strategy.
- b. Negotiate and execute all documents necessary to manage the litigation in the best interest of the District, including common-interest agreements, tolling agreements, expert-witness agreements, discovery agreements, mediator or arbitrator agreements, and other agreements necessary or beneficial to facilitate litigation or resolution of legal claims involving THPRD.
- c. Negotiate and execute settlement agreements involving a claim against the District in amounts up to \$150,000.

Section 2. Authority Retained by the Board. The Board retains the authority to approve institution of litigation in THPRD’s name and to approve settlement agreements in amounts exceeding \$150,000. The General Manager shall keep the Board apprised of all litigation matters involving the District.

Section 3. Scope of the Resolution. For the purposes of this Resolution, “litigation” includes:

- a. all proceedings in state or federal court;
- b. arbitration and mediation of contracts and other matters where arbitration and mediation is required or beneficial;
- c. negotiation to resolve legal disputes that have not advanced to the filing of a lawsuit or arbitration; and
- d. administrative law legal proceedings, including without limitation those before the Land Use Board of Appeals, the Employment Relations Board, the Employment Appeals Board, the Bureau of Labor and Industries, the Workers’ Compensation Board, the Office of Civil Rights, and other similar state or federal adjudicatory or investigative bodies.

Section 4. Ratification. The Board ratifies all actions or agreements of the General Manager subject to the Resolutions that occurred or were entered into prior to the effective date of this Resolution.

Section 5. Effective Date. This Resolution shall take effect upon approval.

BOARD OF DIRECTORS APPROVAL: April 13, 2022

Tya Ping
President/Director

Heidi Edwards
Secretary/Director

Adoption and date attested by:

Jessica Collins
Recording Secretary



MEMORANDUM

DATE: March 15, 2022
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE **Intergovernmental Agreement with City of Beaverton for Fanno Creek Trail Segment #5**

Introduction

Staff are seeking board of directors' authorization for the general manager or designee to execute an intergovernmental agreement (IGA) with the City of Beaverton ("city") for funding and maintenance responsibilities for the Fanno Creek Trail Segment #5. The IGA is provided as Attachment A to this memo.

Background

In July 2019, the City of Beaverton and THPRD began evaluating options for the Fanno Creek Trail to connect between Scholls Ferry Road and 92nd Avenue. The design is being led by Harper Houf Peterson Righellis, a local engineering and planning firm. The project completes a missing segment of the Fanno Creek Regional Trail Segment #5 and includes construction of approximately 500 linear feet of 14-foot-wide shared use path on the south side of Allen Boulevard. Other improvements include a roundabout, signal and crossing improvements, curb, gutter, planting strip, lighting, and storm water improvements. The city is managing the project including engagement, design, land use approval, permitting, right-of-way acquisition and construction. The estimated total project cost is \$4,000,000. In 2019, the district agreed to share costs related to the trail with the city. In FY20/21, \$250,000 in System Development Charge funds were appropriated for the trail improvements and the funding was carried forward in FY21/22. Construction is anticipated Spring through Fall 2022.

Proposal Request

Staff are seeking board of directors' authorization for the general manager or designee to execute an IGA with the city for \$250,000 in funding and maintenance responsibilities for the Fanno Creek Trail Segment #5 along Allen Boulevard between 92ND Avenue to Scholls Ferry Road. The attached IGA has been reviewed and approved by the district's legal counsel Miller Nash, LLP.

Outcomes of Proposal

The city will construct the shared use path and grant THPRD a permanent pedestrian, bicycle, and pathway easement. The city and THPRD will enter into a Maintenance and Access Agreement, to be recorded with the easement. THPRD will be responsible for the surface maintenance of the trail including cleaning, reducing hazards, and pruning. The city will be responsible for all future capital replacements or repairs and will maintain landscape areas outside the easement area adjacent to the shared use path that are not the responsibility of the property owners.

Public Engagement

Throughout the public engagement process the city provided opportunities for community members, stakeholders, and decision-makers to share ideas and provide input on the project using a range of outreach activities. The city created a Stakeholders Advisory Committee to

assist with reviewing the options and reaching out to their constituents for input. THPRD is a member of the Technical Advisory Committee.

In December 2019, the preliminary options were presented to the Stakeholders Advisory Committee who provided comments. In January 2020, staff presented the options to the THPRD board seeking input. In August 2020, staff presented to the Parks & Facilities Advisory Committee and the city hosted a virtual open house to seek feedback on the design options. The preferred option was posted on their website.

Action Requested

Staff are seeking board of directors' authorization for the general manager or designee to execute an intergovernmental agreement with the City of Beaverton for funding and maintenance responsibilities for the Fanno Creek Trail Segment #5 project.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

TUALATIN HILLS PARK & RECREATION DISTRICT AND CITY OF BEAVERTON

FOR CONSTRUCTION OF:

**FANNO REGIONAL CREEK TRAIL SEGMENT #5 ALONG ALLEN BOULEVARD BETWEEN
92ND AVENUE TO SCHOLLS FERRY ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Tualatin Hills Park & Recreation District, a special district organized under ORS Chapter 266, acting by and through its Board of Directors, ("THPRD"); and the City of Beaverton, a municipal corporation, acting by and through its City Council ("CITY"), which are individually referred to as "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, ORS 190.003 to 190.010 authorizes THPRD and CITY to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, CITY has a project for construction (CIP 3112) of trail improvements along Allen Boulevard between 92nd Avenue to Scholls Ferry Road ("PROJECT"); and

WHEREAS, THPRD desires to use available system development charge revenue for the PROJECT; and

WHEREAS, CITY desires to advance the PROJECT development to begin construction in 2022; and

WHEREAS, THPRD is willing to fund a portion of the PROJECT for design, permitting, right of way, and construction; and

WHEREAS, THPRD and CITY believe it is in their respective and mutual interests to enter into this Intergovernmental Agreement for Construction of Fanno Regional Creek Trail Segment #5 along Allen Boulevard Between 92nd Avenue to Scholls Ferry Road ("Agreement") to allocate responsibilities to complete the PROJECT;

AGREEMENT

NOW, THEREFORE, the purpose of this Agreement is generally stated in the recitals, and in consideration of the terms, conditions and obligations set forth below, the Parties agree as follows:

ARTICLE 1 CITY OBLIGATIONS

1.1 CITY shall commence PROJECT development, including preliminary engineering, permitting, right-of-way acquisition, and final engineering for the PROJECT.

1.2 CITY shall assign a project manager responsible for PROJECT oversight during PROJECT'S development, design, bidding, and construction phases, as well as for coordinating such activities with THPRD.

1.3 CITY shall be responsible for the following elements of the PROJECT:

- a. Project management;
- b. Planning and public engagement;
- c. Preliminary design approval;
- d. Land use approval and permitting;
- e. Environmental permitting;
- f. Right-of-way acquisition;
- g. Final design approval;
- h. Bidding and contract award;
- i. Construction and contract administration; and
- j. Financial accounting and providing quarterly reports to THPRD.

1.4 CITY shall establish a unique set of project and task numbers to facilitate its maintenance of accurate cost accounting records, including quarterly reports for transmission to THPRD.

1.5 CITY shall ensure all construction contracts for the PROJECT require all contractors to indemnify, hold harmless and name as additional insureds "Tualatin Hills Park & Recreation District, Oregon, its elected and appointed officials, officers, agents, employees and volunteers."

1.6 CITY shall require contractors provide worker's compensation coverage for all subject workers performing work in connection with the PROJECT.

1.7 CITY shall keep THPRD informed of PROJECT progress and give THPRD reasonable notice of the bid opening, notice to proceed, and substantial completion of the PROJECT.

1.8 CITY shall perform all actions required by CITY regarding compensation as set forth in Article 4 - Compensation.

1.9 CITY shall provide opportunity for THPRD to review and provide input on the design of the PROJECT. CITY will implement THPRD's responses, or explain in writing why THPRD's responses are rejected.

ARTICLE 2 THPRD OBLIGATIONS

2.1 Upon execution of this Agreement, THPRD shall designate a staff person to be its authorized project manager to coordinate the PROJECT on behalf of THPRD with CITY.

2.2 THPRD shall perform all actions required by THPRD regarding compensation, as set forth in Article 4 – Compensation.

2.3 THPRD shall provide written comments on all documents provided by CITY within ten (10) business days after receipt from City.

ARTICLE 3 MUTUAL OBLIGATIONS

3.1 After the as-builts are complete:

- a. If City has a legal right to grant an easement, CITY will grant THPRD a permanent pedestrian, bicycle, and pathway easement for the width of the Fanno Creek Trail (“Trail”) for as long as it continues to be used as a Trail.
- b. CITY and THPRD will enter in a maintenance agreement, to be recorded with the easement in the preceding subsection with the following terms:
 - i. THPRD shall be responsible for the surface maintenance of the trail, which shall include general litter pick up, cleaning, reducing trip hazards and pruning to meet THPRD trail maintenance standards.
 - ii. CITY shall be responsible for all future capital replacements or repairs required to keep the pedestrian and bicycle pathway safe for users, which includes all access driveways, crosswalk infrastructure, and adjacent landscaping that are the responsibility of the CITY.
- c. Without further action by the Parties the City Manager and THPRD General Manager may execute an easement, or similar document granting use of the Trail, and the maintenance agreement required in this Section 3.1.

ARTICLE 4 COMPENSATION

4.1 PROJECT’S estimated cost is approximately \$4,000,000.00. THPRD shall be responsible to pay \$250,000.00. The components of the PROJECT cost include the following:

- a. Services and fees for design, permitting, right-of-way acquisition, land use, public engagement, and engineering for 100% design plans;
- b. Right-of-way purchase and obtaining temporary and permanent easements;
- c. Bidding and construction; and
- d. CITY staff time and associated material resources.

4.2 THPRD shall pay the CITY the lump sum of two hundred fifty thousand (\$250,000.00) to partially cover the costs outlined in 4.1.a, 4.1.b, and 4.1.c within sixty (60) days of receipt of invoice from CITY based on actual costs expended. CITY invoices will indicate the itemized amount incurred for all work performed when possible.

4.3 CITY and THPRD understand that the cost estimate in 4.1 is used to determine PROJECT budget. Final costs will be based on the actual contract amount realized.

4.4 THPRD shall under no circumstances be obligated to transfer more than \$250,000.00 to the CITY for the PROJECT unless otherwise agreed to in an amendment to this Agreement. In the event this Agreement is terminated pursuant to Section 5.2 and the Project has not expended actual costs of \$250,000.00 or more, THPRD shall only be responsible for THPRD’s pro rata share of invoices for work actually completed prior to termination.

4.5 Unless otherwise agreed to as provided in Section 4.4, CITY will be responsible for any and all PROJECT costs beyond the \$250,000.00 contribution from THPRD. Upon not less than ten (10) working days’ notice to CITY, THPRD may inspect the accounting records and related documents upon which any invoice is based.

ARTICLE 5 GENERAL PROVISIONS

5.1 Laws in Oregon

The Parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon.

5.2 Default

Either Party shall be deemed to be in default if it fails to comply with any provision of this Agreement. City and THPRD agree time is of the essence in the performance of any of the obligations within this Agreement. The complying Party shall provide the defaulting Party with written notice of default and allow thirty (30) days for the defaulting Party to cure the defect. THPRD shall pay CITY for costs incurred for satisfactorily completed and authorized work up to the time of default as provided in Section 4.4. Each Party shall be liable for all costs and damages arising from its default; however, neither Party shall be liable for any special, punitive, incidental, indirect or consequential damages, whether based on breach of contract, tort or otherwise.

5.3 Third Party Beneficiary

This Agreement is for the benefit of CITY and THPRD only and, as such, only the Parties are entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to any third party unless third persons are expressly described as intended to be beneficiaries of its terms.

5.4 Indemnification

CITY and THPRD agree to indemnify and hold harmless the other's officers, employees, agents and insurers from and against all claims, demands, causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of activities performed (or their omission) or in any way resulting from the fault or wrongful act or omission of the indemnifying party or its officers, employees or agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the Party under this agreement. However, neither Party shall be liable for any special, punitive, incidental, indirect or consequential damages, whether based on breach of contract, tort or otherwise.

5.5 Modification of Agreement

No waiver, consent, modification or change of terms of this Agreement shall bind a Party unless in writing, signed by all Parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given.

5.6 Dispute Resolution

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decision under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the Parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both Parties for a recommendation or resolution. Each Party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.

5.7 Remedies

Subject to the provision in Section 5.6, any Party may institute legal action to cure, correct, or remedy any default, to enforce any covenant or provision in this Agreement, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

5.8 Excused Performance

In addition to the specific provisions of this Agreement, no Party shall be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities other than THPRD or CITY, litigation or similar bases not within the reasonable control of the Party seeking to be excused.

5.9 Severability

If any one or more of the provisions contained in this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way.

5.10 Integration

This Agreement is the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the PROJECT and funding transfer.

ARTICLE 6 TERM OF AGREEMENT

6.1 The term of this Agreement shall be from the date of execution for five (5) years, or until completion of all obligations, whichever is sooner.

6.2 This Agreement may be amended or extended for periods of up to one (1) year by consent of the Parties, subject to provisions of this Agreement. Extensions for one year only are delegated to the City Manager and THPRD General Manager. It may be canceled or terminated for any reason by either Party. Except for termination due to default under Section 5.2, termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the Parties may otherwise agree. The Parties shall, in good faith, agree to such reasonable provision for winding up the Project and paying any additional costs as necessary.

The Parties executed this Agreement as of the day and year written below.

DATED this _____ day of _____, 2022.

CITY OF BEAVERTON

TUALATIN HILLS PARK AND RECREATION
DISTRICT, OREGON

Lacey Beaty, MAYOR

Doug Menke, General Manager

Date: _____

Recording Secretary

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney's Office

Jeff Condit, THPRD Counsel



MEMORANDUM

DATE: March 15, 2022
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE **Intergovernmental Agreement with City of Beaverton for the Cooper Mountain Community Plan**

Introduction

Staff are seeking board of directors' authorization for the general manager or designee to execute an intergovernmental agreement (IGA) with the City of Beaverton ("city") for funding of the Cooper Mountain Community Plan. The IGA is provided as Attachment A to this memo.

Background

In 2018, the Metro Council voted to expand the urban growth boundary to include the 1,232-acre Cooper Mountain Urban Reserve Area. In 2019, the city applied for a Metro 2040 Planning and Development Grant to acquire funding for the plan. The district agreed to share costs for the plan because parks, trails, open space, and recreational facilities are an integral part in a planned community. In FY 21/22, \$15,000 in System Development Charge funds were appropriated for this project. The \$15,000 contribution reflects the district's total commitment under the IGA.

The city has completed more than half of the planning work and THPRD funds represent part of the Metro grant match and are necessary to fund consultant costs related to the plan.

Proposal Request

Staff are seeking board of directors' authorization for the general manager or designee to execute the IGA with the city for providing funding for the Cooper Mountain Community Plan. The attached IGA has been reviewed and approved by the district's legal counsel, Miller Nash, LLP.

Outcomes of Proposal

The city will complete the plan considering needs for parks, trails, open space, and recreational facilities, determine regulatory processes to require or encourage those facilities, and study funding options for those facilities as specified in the scope for the plan.

Public Engagement

The city will provide opportunities for community members, stakeholders, and decision-makers to share ideas and provide input throughout the project using a range of outreach activities. THPRD is a member of the Technical Advisory Committee.

Action Requested

Staff are seeking board of directors' authorization for the general manager or designee to execute the intergovernmental agreement with the city of Beaverton for funding for the Cooper Mountain Community Plan.

INTERGOVERNMENTAL AGREEMENT
between
CITY OF BEAVERTON AND TUALATIN HILLS PARK & RECREATION DISTRICT
FOR THE COOPER MOUNTAIN COMMUNITY PLAN

This Intergovernmental Agreement for the Cooper Mountain Community Plan (“Agreement”) is made and between the City of Beaverton, an Oregon municipal corporation (“City” or “Beaverton”) and Tualatin Hills Park & Recreation District, a special district organized under ORS Chapter 266 (“District” or “THPRD”). Either the City or THPRD may be referred to as a “Party” individually, and together they may be referred to as “the Parties.”

RECITALS

WHEREAS, in 2018, the Metro Council voted to expand the urban growth boundary to include the 1,232-acre Cooper Mountain Urban Reserve Area; and

WHEREAS, in 2019, the City applied for a Metro 2040 Planning and Development Grant to acquire funding for the Cooper Mountain Community Plan (“Plan”), which is providing more detailed planning and preparing the area for development: and

WHEREAS, Tualatin Hills Park & Recreation District provided a letter of support dated April 10, 2019, for the city’s grant application and committed \$15,000 in funding for the Plan because parks, trails, open space and recreational facilities play an integral part in helping communities reach the six desired outcomes stated in Metro’s Regional Framework Plan adopted to guide future planning; and

WHEREAS, THPRD’s contribution will help address location of trails and parks in the Plan, as well as explore funding tools for parks, trails and open space; and

WHEREAS, the City has completed more than half of the Plan, and the THPRD funding was designated as part of the Metro grant match and is necessary to fund consultant costs related to the Plan.

The Parties agree as follows:

TERMS AND CONDITIONS

1. **Term of Agreement.** The Agreement shall be effective on the date last signed by a party and approved by its respective counsel (“Effective Date”). The Term begins on the Effective Date and ends one year from the Effective Date. This Agreement may be renewed or extended for a period of one additional year by mutual consent of the Parties in writing.
2. **Roles and Responsibilities.**
 - a. THPRD shall:
 - i. Provide \$15,000 towards the cost of the Plan. Payment shall be due to the City within 30 days of execution of this IGA.
 - ii. Provide input on needs, best practices and costs for parks, trails, open spaces and recreational facilities.
 - b. The City shall:

- i. Complete the Plan, including considering needs for parks, trails, open space and recreational facilities; determining regulatory processes to require or encourage those facilities; and studying funding options for those facilities as specified in the scope for the Plan.
 - ii. Manage the ongoing contract with the Angelo Planning Group to conduct planning work on the Plan.
 - iii. Continue to include THPRD in the Plan, including as a member of the Technical Advisory Committee.
 - iv. Consider adoption of the final draft Plan.
3. **Modifications.** Modifications to this Agreement are valid only if made in writing and signed by the Parties. The city manager or general manager of the Parties have authority to execute an amendment to this Agreement to extend the term of this Agreement. All other modifications must be executed by the Parties.
4. **Compliance with Laws and Forum.** Each Party agrees to comply with all federal, state, and local statutes, laws, regulations, and ordinances applicable to the services provided under this Agreement. This Agreement shall be governed by the laws of the State of Oregon. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
5. **Indemnification.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, City agrees to indemnify, hold harmless, and defend THPRD and its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorneys' fees at trial and on appeal, arising from the fault or negligent act or omission of activities of City, its officers, employees, or agents due to developing the Plan under this Agreement. Nothing in this Section 5 requires City to indemnify THPRD to the extent that claims arising under this Agreement are caused in whole or in part by THPRD's own negligent acts or omissions, but indemnity is required to the extent of the fault of the City.
6. **Dispute Resolution.** The parties shall 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 are free to pursue any legal remedies that may be available.
7. **Remedies, Non-Waiver.** The remedies provided under this Agreement shall not be exclusive. The Parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by all Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.
8. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the Parties or notices to be given shall be given in writing by personal delivery or mailing with postage prepaid to Beaverton or THPRD at the addresses set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For THPRD

Title: Gery Keck, Design & Development Manager
Address, City, State and ZIP Code: 6220 SW 112th Ave., Beaverton, Or. 97008
Telephone: 503-704-7597
Email: g.keck@thprd.org

For Beaverton

Title: Cassera Phipps, Senior Planner
Address, City, State and ZIP Code: 12725 SW Millikan Way, Beaverton, Oregon 97005
Telephone: 503-319-9414
Email: cphipp@beavertonoregon.gov

- 9. **Third Party Beneficiary.** This Agreement is for the benefit of City and THPRD only and, as such, only the Parties are entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to any third party.
- 10. **Severability.** If any one or more of the provisions contained in this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way.
- 11. **Assignment.** No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other Party.
- 12. **Other Necessary Acts.** The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.
- 13. **Insurance.** Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.
- 14. **Merger.** This Agreement contains the entire agreement between the City and THPRD. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either Party.

CITY OF BEAVERTON

**TUALATIN HILLS PARK
& RECREATION DISTRICT**

By: _____
Lacey Beaty, Mayor

By: _____
Doug Menke, General Manager

Date: _____

Date: _____

Approved as to form for the City:

Approved as to form for THPRD:

By: _____
City Attorney

By: _____



MEMORANDUM

DATE: March 14, 2022
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE **Agency Agreement with Oregon Department of Transportation to Deliver Phase 2 of the Beaverton Creek Trail Federal Project**

Introduction

Staff are seeking board of directors' authorization for the general manager or designee to execute an Agency Agreement with Oregon Department of Transportation (ODOT) which outlines the roles and responsibilities of each agency as it relates to phase 2 of the Beaverton Creek Trail (BCT) Federal Project. The agency agreement is provided as Attachment A to this memo.

Background

On November 10, 2021, the THPRD Board of Directors supported staff to proceed with phase 2 of the BCT Segments 3 & 4 project. On December 8, 2021, the board authorized the reallocation of undesignated system development charge appropriated funds between projects within the FY 2021/22 Adopted Budget to cover the budget shortfall in phase 2 work which includes right-of-way acquisition, construction documents, permitting and trail construction. Major project funding comes from a MTIP-RFFA grant. The grant funds are programmed by Metro but are managed by ODOT which is the designated agency to administer federal transportation dollars from the Federal Highway Administration (FHWA). The district and ODOT entered into a previous agreement covering the planning phase, phase I of the BCT project, in August 2016.

ODOT, consultant David Evans and Associates, and district staff are currently updating the scope of work and schedule for phase 2 to be included with the executed Agency Agreement in a submittal package for initial review by the ODOT Procurement Office (OPO). The package is then reviewed by Department of Justice legal and once approved, a request is made to OPO to obligate grant funds for the next project phase. Staff is anticipating obligation of funds no later than August 2022.

Proposal Request

Staff are seeking board authorization for the general manager or designee to execute the Agency Agreement with ODOT for phase 2 of the Beaverton Creek Trail Federal Project. This agreement outlines the roles and responsibilities of each agency. The attached Agency Agreement has been reviewed and approved by the district's legal counsel Miller Nash, LLP.

Outcomes of Proposal

With continued partnership collaboration with ODOT, the BCT project can advance into phase 2 no later than August 2022, with a targeted 2025 construction start. Continuing with the current momentum keeps our stakeholders engaged and working with us to solidify the plan. BCT Segments 3 & 4 will provide significant trail connectivity and enhanced passive and active recreation opportunities for walkers and bicyclists throughout the community.

Public Engagement

Staff has presented the approved trail alignment to the public, advisory committees, THPRD management team, affected landowners and jurisdictions and continues to keep stakeholders informed through the project website.

Action Requested

Staff are seeking board of directors' authorization for the general manager or designee to execute the Agency Agreement with the Oregon Department of Transportation for phase 2 of the Beaverton Creek Trail Federal Project.

ODOT Delivered Project Federal Project
On Behalf of Tualatin Hills Park & Recreation District
Project Name: Beaverton Creek Trail: Westside Trail – SW Hocken Ave
Key Number: 19357

THIS AGREEMENT (“Agreement”) is made and entered into by and between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **TUALATIN HILLS PARK & RECREATION DISTRICT**, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. Beaverton Creek Trail is a part of Agency’s park system under the jurisdiction and control of Agency.
3. State and Agency have entered into a previous agreement Number 31268 covering the planning phase of the subject project. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Regional Flexible Fund Allocation (RFFA) award program. “Project” is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation (“Stewardship Agreement”) documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State’s oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the Beaverton Creek Trail: Westside Trail – SW Hocken Avenue project on behalf of Agency, hereinafter referred to as “Project.” Project includes construction of a 1.5-mile long, minimum 12-foot wide trail with accompanying paving, bridges/boardwalks, lighting, environmental mitigation, any necessary road improvements, bike-ped amenities, and site furnishings. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$5,834,595.58, which is subject to change. Federal funds for this Project shall be limited to \$4,493,212.32. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency’s concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer’s estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.

- e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. Americans with Disabilities Act Compliance:
- a. When the Project scope includes work on sidewalks, curb ramps, multi-use paths,

or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, multi-use paths, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, multi-use paths, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, multi-use paths, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.

7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e

(Funding), 5.d (Termination), 6.c (ADA maintenance), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).

15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Katie Gillespie, R1 Project Manager, 123 NW Flanders Street, Portland, Oregon 97209-4012, (503) 400-1960, Katie.J.GILLESPIE@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Contract Administrator for this Agreement is Rene Brucker, Tualatin Hills Park & Recreation District Park Planner, 6220 SW 112th Avenue, Suite 100, Beaverton, OR 97008, (503) 614-4012, r.brucker@thprd.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Signature Page to Follow

Agency/State
Agreement No. 73000-00004956

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #19357) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

TUALATIN HILLS PARK & RECREATION DISTRICT, by and through its elected officials

By _____
General Manager
Date _____

By _____
Title _____
Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel
Date _____

Agency Contact:
Rene Brucker, Park Planner
6220 SW 112th Avenue, Suite 100
Beaverton, OR 97008
(503) 614-4012
r.brucker@thprd.org

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager
Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Roadway Engineer
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Date _____

State Contact:
Katie Gillespie, Region 1 Project Manager
123 NW Flanders Street
Portland, OR 97209-4012
Mobile (503) 400-1960
Katie.J.GILLESPIE@odot.oregon.gov

EXHIBIT A – Project Location Map



ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00004956
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.



MEMORANDUM

DATE: March 17, 2022
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE **Coronavirus State Fiscal Recovery Fund Grant Agreement with Oregon Department of Administrative Services for a Permanent Restroom**

Introduction

Staff are seeking board of directors' authorization for the general manager or designee to execute a Coronavirus State Fiscal Recovery Fund grant agreement ("Grant Agreement") with the Oregon Department of Administrative Services ("DAS") for a permanent restroom. The grant agreement is provided as Attachment A to this memo.

Background

As presented to the board at its March 9, 2022 regular meeting, the district and Washington County have been awarded funding through the Coronavirus State Fiscal Recovery Fund grant to add new permanent public restroom facilities to existing parks within our district to improve the level of service for the community. The successful applications for this funding were coordinated in partnership with Washington County, with THPRD being designated to lead the development process if awarded.

The district and county were each awarded grants to install a total of three public restrooms. The first grant, to Washington County in the amount of \$1,400,000, is to install two public restrooms. The second grant is directly to THPRD in the amount of \$500,000 to install a third public restroom.

To implement these grants, the county has requested that THPRD manage the projects through design and construction. Staff are currently coordinating with our county partners on an Inter-Governmental Agreement ("IGA") to define the roles and responsibilities of both agencies and anticipate returning for board approval of the IGA in May 2022. Staff are also in the process of selecting a consultant to assist in the implementation of the restroom improvements.

The grants require the restrooms to be installed no later than June 2024. To meet this timeline staff has established an internal design team, developed a project schedule, and crafted a community engagement plan.

Proposal Request

Staff are seeking board of directors' authorization for the general manager or designee to execute the Grant Agreement with DAS in the amount of \$500,000 for a permanent restroom.

Outcomes of Proposal

Execution of the Grant Agreement will allow staff to move forward with the implementation of a new permanent restroom in the district and will improve THPRD's level of service to the community, fulfill the district's partnership obligation to Washington County, and fulfill the conditions of the Coronavirus State Fiscal Recovery Fund grant award. The project will also help accomplish a district goal to deliver quality park and recreation services to underserved areas of the district as well as make progress on Vision Action Plan goals.

Permanent restroom additions to existing park sites will incrementally increase maintenance and operation costs, as well as the annual cost for future capital replacements, but can be reasonably absorbed without significant impact to the district.

Public Engagement

Engagement for implementation of the restroom improvements will include a virtual community meeting, creation of a project web page, and dissemination of project materials through social media outlets, THPRD news-blogs, and various stakeholder networks such as Neighborhood Advisory Committees / Community Participation Organizations and affiliate groups. Materials will be provided in English and Spanish.

Action Requested

Board of directors' authorization for the general manager or designee to execute the Coronavirus State Fiscal Recovery Fund grant agreement with the Oregon Department of Administrative Services for a permanent restroom.

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8190

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and Tualatin Hills Park & Recreation District (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of the Public Restroom Facility as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$500,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.
- C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:
 - (1) DAS has sufficient funds currently available for this Contract; and
 - (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for the Public Restroom Facility (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local government, as that term is defined in ORS 174.116, validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contactor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
 - (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.
- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.

M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Department of Administrative Services

TUALATIN HILLS PARK & RECREATION DISTRICT

By: _____
DAS Authorized Representative

George Naughton
DAS Chief Financial Officer

Date: _____

By: _____
Authorized Representative Signature

Authorized Representative Name and Title

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 1/5/2022
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A
CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

DAS

State of Oregon, acting by and through its
 Department of Administrative Services
 155 Cottage St. NE
 Salem, OR 97301-3966

Contract Administrator: Stephanie Tyrer

Telephone: 971-374-3308

Email: statefiscal.recoveryfund@das.oregon.gov

Recipient

Tualatin Hills Park & Recreation District

 15707 SW Walker Rd.
 Beaverton, Or. 97006

Contact: Gery Keck, Design & Development
 Manager

Telephone: 503-704-7597

Email: g.keck@thprd.org

Use of Funds/ Project Description:

The Recipient shall construct a permanent single-stall public restroom facility at an existing park site to be determined through a planning and engagement process.

Reporting Requirements:

Schedule

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	45 days after the Effective Date
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	July 15 th

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes

10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – INSURANCE REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

POLLUTION LIABILITY:

Required **Not required**

Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) Recipient 's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	Tualatin Hills Park & Recreation District
(ii) Subrecipient's Unique Entity Identifier (UEI):	831389106 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$500,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$500,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.



MEMORANDUM

DATE: March 9, 2022
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE: **Abbey Creek Park Phase 2 Consultant Contract**

Introduction

Staff are seeking board of directors' approval of the qualified consultant team based on a proposal for professional consulting services for the NWQ5 Abbey Creek Neighborhood Park Phase 2 project, and authorization for the general manager or designee to execute a professional consulting services contract agreement in the amount of \$173,385.

Background

In December 2018, 2.ink Studio designed an initial play area for NWQ5 Abbey Creek Neighborhood Park Phase 1 based on the approved concept plan adopted by the board in November 2015. Community engagement included three neighborhood meetings and an online survey to refine the design and select play equipment. DaNeal Construction began construction in July 2019 and the new play area was open to eager users in November 2019. Funding to complete the final phase of the park is identified as NWQ5 Abbey Creek Park Phase 2 project on the System Development Charge (SDC) 5-Year Capital Improvement Projects (CIP) list with SDC funds designated in the 2021/2022 budget to begin the concept planning work.

On January 24, 2022, staff publicly advertised a request for proposals (RFP) in the Daily Journal of Commerce for professional design services to solicit landscape architecture and civil engineering firms for the neighborhood park project, with proposals due by February 28, 2022. In addition, eleven firms were directly solicited that are registered as a minority, woman-owned, emerging or disadvantaged small business (MWESB) with the State of Oregon's Certification Office for Business Inclusion and Diversity (COBID). During the solicitation period, nineteen professional design firms requested the RFP materials, and three firms submitted proposals. Two of these firms are either registered MWESB or meet the district's Self-Defined Business Inclusion and Diversity criteria.

An internal review committee evaluated the proposals received in accordance with the scoring criteria of the RFP and determined 2.ink Studio, along with its team of subconsultants, to be the most qualified candidate for this project. 2.ink Studio's proposal reflects a great understanding of the project, and the technical expertise to deliver high-quality park improvements to our community. The proposal is detailed, clear and identifies the relevant tasks necessary to achieve the project goals and objectives within the available project budget. 2.ink Studio is a self-defined small business of six employees, is committed to supporting a diverse workforce that includes women and minorities, and has included three registered emerging small, minority, or woman-owned businesses as subconsultants on its design team.

2.ink Studio's total proposed fee is \$173,385 for professional services from concept plan engagement, to design development and permitting, to construction administration. The fee is within the budget range anticipated for this work. The work will be completed under one professional services contract with fees to be distributed over the course of the project.

A vicinity map (Attachment A) and aerial map (Attachment B) of the project's location are attached for reference.

Proposal Request

Staff are requesting board of directors' approval of the most qualified consultant team based on proposals received for professional consulting services for the NWQ5 Abbey Creek Neighborhood Park Phase 2 project for the proposed fee of \$173,385, and authorization for the general manager or designee to execute the professional services contract agreement.

Outcomes of Proposal

Authorization to execute a contract with 2.ink Studio will allow the project to be designed and built by 2024. The solicitation process to seek qualified candidates furthers the district's commitment to support small business by contracting with 2.ink Studio, a self-defined small business under THPRD's criteria, and its design team that includes three registered MWESB subconsultants.

Public Engagement

Public engagement is not considered in the solicitation of professional design services. A public engagement effort is planned for the concept design phase of the project that will be informed by the district's Vision Action Plan goals.

Action Requested

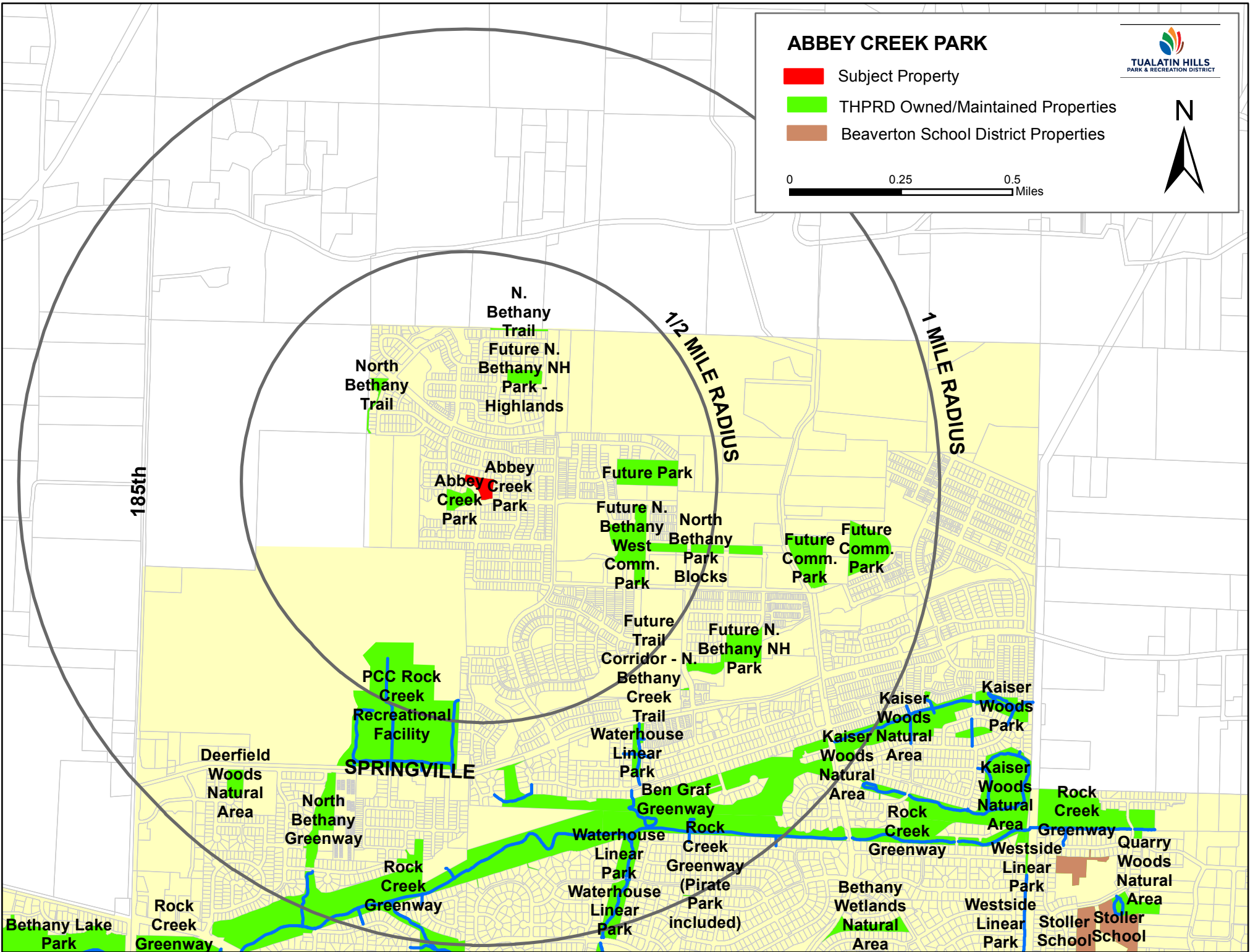
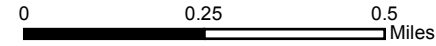
Board of directors' approval of the following items:

1. Approval of the qualified consultant team led by 2.ink Studio professional consulting services for the NWQ5 Abbey Creek Neighborhood Park Phase 2 project; and,
2. Authorization for the general manager or designee to execute a professional services contract agreement in the amount of \$173,385.



ABBEY CREEK PARK



- Subject Property
- THPRD Owned/Maintained Properties
- Beaverton School District Properties

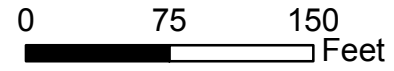


ABBEY CREEK PARK



Acreage: 1.31 acres

-  Subject Property
-  THPRD Owned/Maintained Property





MEMORANDUM

DATE: March 7, 2022
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE: **Pointer Road Neighborhood Park Consultant Contract**

Introduction

Staff are requesting board of directors' approval of the qualified consultant team for the NEQ3 Pointer Road Neighborhood Park project. Staff recommend authorizing the general manager or designee to execute a professional consulting services contract agreement in the amount of \$281,773.

Background

In 2012, the district acquired two abutting properties totaling 1.95 acres to be combined for a future neighborhood park. The properties were purchased using 2008 Bond Measure Neighborhood Park Acquisition funds. The site is in the northeast quadrant of the district in an area that has little to no access to parks and recreation services. The site was deemed a priority for park development by reviewing the GRASP Parks Priorities map and using the Park Development Prioritization Criteria found in the district's Parks Functional Plan. The NEQ3 Pointer Road Neighborhood Park project was added to the System Development Charge (SDC) 5-Year Capital Improvement Projects (CIP) list with SDC funds designated in the 2021/2022 budget to begin the concept planning work.

On December 15, 2021, staff publicly advertised a request for proposals (RFP) in the Daily Journal of Commerce for professional design services to solicit landscape architecture and civil engineering firms for the neighborhood park project. In addition, six firms were directly solicited that are registered as a minority, woman-owned, emerging or disadvantaged small business (MWESB) with the State of Oregon's Certification Office for Business Inclusion and Diversity (COBID). During the solicitation period prior to the February 4, 2022 due date, twenty-two professional design firms requested the RFP materials, and seven firms submitted proposals. Three of these firms are either registered MWESB or meet the district's Self-Defined Business Inclusion and Diversity criteria.

An internal review committee evaluated the proposals received in accordance with the scoring criteria of the RFP and determined Lango Hansen, along with its team of subconsultants, to be the most qualified candidate for this project. Lango Hansen's proposal reflects a great understanding of the project, and the technical expertise to deliver high-quality park improvements to our community. The proposal is detailed, clear and identifies the relevant tasks necessary to achieve the project goals and objectives within the available project budget. Lango Hansen is a self-defined small and woman-owned business, is committed to supporting a diverse workforce that includes women and people of color, and has included five registered emerging small, minority, or woman owned businesses as subconsultants on its design team.

Lango Hansen's total proposed fee is \$281,773 for professional services from concept plan engagement, to design development and permitting, to construction administration. The fee is

within the budget range anticipated for this work. The work will be completed under one professional services contract with fees to be distributed over the course of the project.

A vicinity map (Attachment A) and aerial map (Attachment B) of the project's location are attached for reference.

Proposal Request

Staff are requesting board of directors' approval of the most qualified consultant team based on proposals received for professional consulting services for the NEQ3 Pointer Road Neighborhood Park project for the proposed fee of \$281,773. Staff requests authorization for the general manager or designee to execute the professional services contract agreement.

Outcomes of Proposal

Authorization to execute a contract with Lango Hansen will allow the project to be designed and built by 2025. The solicitation process to seek qualified candidates furthers the district's commitment to support small businesses by contracting with Lango Hansen, a self-defined small and woman-owned business, and its design team which includes five registered MWESB subconsultants.

Public Engagement

Public engagement is not considered in the procurement of professional design services. A robust public engagement effort is planned for the concept design phase of the project that will be informed by the district's Vision Action Plan goals.

Action Requested

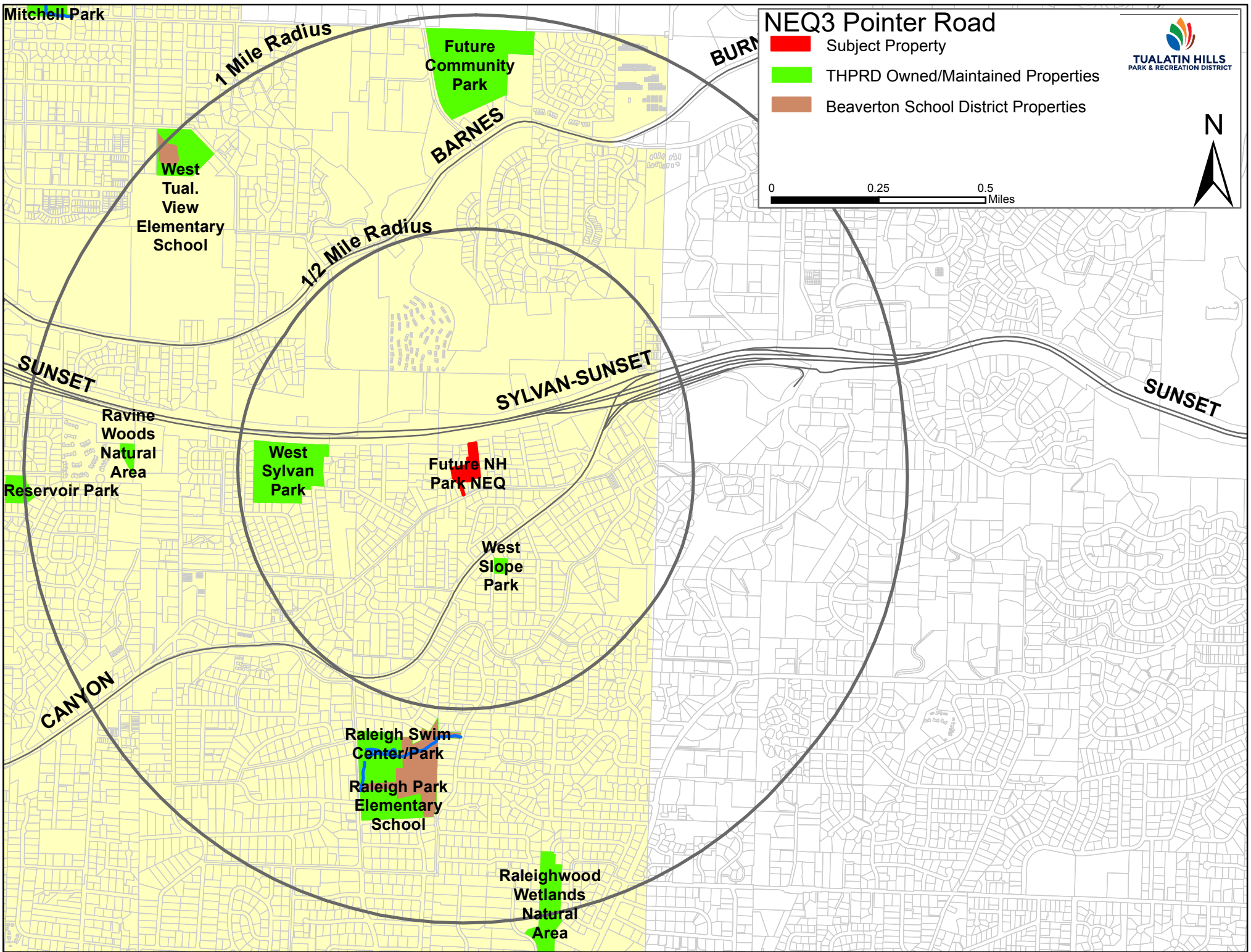
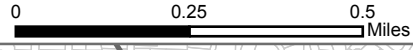
Board of directors' approval of the following items:

1. Approval of the qualified consultant team led by Lango Hansen for professional consulting services for the NEQ3 Pointer Road Neighborhood Park project; and,
2. Authorization for the general manager or designee to execute a professional services contract agreement in the amount of \$281,773.



NEQ3 Pointer Road

- Subject Property
- THPRD Owned/Maintained Properties
- Beaverton School District Properties




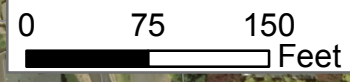


NEQ3 POINTER ROAD

Taxlot: 1S101DC04001 & 1S101DC33001

Acreage: 1.95 Acres

 Subject Property



HWY 26

75TH

CANYON



MEMORANDUM

DATE: March 9, 2022
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE **Harman Swim Center Construction Contract**

Introduction

Staff is seeking board of directors' approval of the lowest responsible bid for the Harman Swim Center Exterior ADA Improvements construction contract, and authorization to execute a contract with ASA Construction, LLC, for the amount of \$246,455.

Background

The Harman Swim Center Exterior ADA Improvements project includes work identified in the district's 2016 Americans with Disabilities Act (ADA) Transition Plan. David Evans and Associates, Inc. (DEA) was retained in August 2021 to develop construction documents, coordinate building permits with the City of Beaverton, and assist the district during project construction. The scope of improvements addresses ADA accessible routes, parking lot signage, parking lot repairs, and striping at the main entry of the facility.

The project is identified in the approved FY 2021/22 General Fund Capital Projects budget in the amount of \$375,000. DEA performed a cost estimate at the completion of the construction document phase and estimated a construction cost of \$290,233.

The exterior ADA improvements project was publicly advertised for bid on January 28 and February 31, 2022. Five contractors requested bid documents and five attended the mandatory pre-bid meeting. The bid opening was on February 17, 2022, and the district received three responsive bids. The lowest responsive and responsible bid came from ASA Construction, LLC, with a base bid in the amount of \$246,455.

The total hard cost, including district-purchased incidental materials is \$251,155, plus the project soft cost expenses of \$97,351, and the project contingency of \$26,138, for a total project cost of \$374,643. Based on the approved Fiscal Year 2021/22 General Fund Capital Projects budget, the total project cost is within the project budget with a surplus of \$357. The project contingency was lowered to 7.5% for the construction phase, which is our standard practice at bid award.

A breakdown of project costs is provided on the next page:

Harman Swim Center Exterior ADA Improvements Budget Information

Budget Item	Current Project Cost
Construction	\$251,155 Includes: \$246,455 (<i>lowest responsible bid</i>) + \$4,700 (<i>district-purchased bench, signage, bike racks plus incidental materials</i>)
Contingency	\$26,138
Soft costs	\$97,351
Total project cost	\$374,643
Project budget variance (over) under	\$357

All permit documents have been submitted to the City of Beaverton and will be ready for pick up prior to issuance of the Notice to Proceed. Notice to Proceed is expected to be issued in May, followed by construction starting in mid-May. The construction phase of the project is scheduled for completion in July 2022.

Included in this memo for additional reference are two informational documents, a vicinity map (Attachment A) and an aerial map (Attachment B).

Proposal Request

Staff is seeking board of directors’ approval of the lowest responsible total bid of \$246,455 from ASA Construction, LLC, for the construction of Harman Swim Center Exterior ADA Improvements.

Harman Swim Center Exterior ADA Improvements Funding Chart

Funding Sources	Amount
FY 21/22 General Fund Capital Projects	<u>+\$375,000</u>
Total Project Funding	\$375,000

Outcomes of Proposal

Harman Swim Center is known for the warmest pool water in the district and offers a wide range of programs to visitors of all ages and abilities. Prioritizing an accessible route into the facility aligns with the district’s ADA Transition Plan objectives and will make the facility easier and safer for patrons to access in order to participate in healthy and active lifestyles.

In the district’s efforts to encourage a fair and diverse workforce, staff researched, contacted, and invited businesses certified with the State’s Certification Office for Business Inclusion and Diversity (COBID) and Oregon Association of Minority Entrepreneurs (OAME) to bid on this project. ASA Construction, LLC, is a registered Emerging Small Business, Women Business Enterprise, and Disadvantaged Business Enterprise (MWESB) with one MWESB sub-contractor as part of their team.

The project improvements do not affect the cost of existing maintenance operations.

Public Engagement

Public engagement is not considered in the solicitation of public improvement contracts. Because this facility has remained closed since March 2020 due to the COVID-19 pandemic and because the improvements are minor in nature, public outreach will be limited to webpage alerts, mailers, and site signage.

Prioritizing an accessible route to the entry of Harman Swim Center aligns with the district's Vision Action Plan.

Action Requested

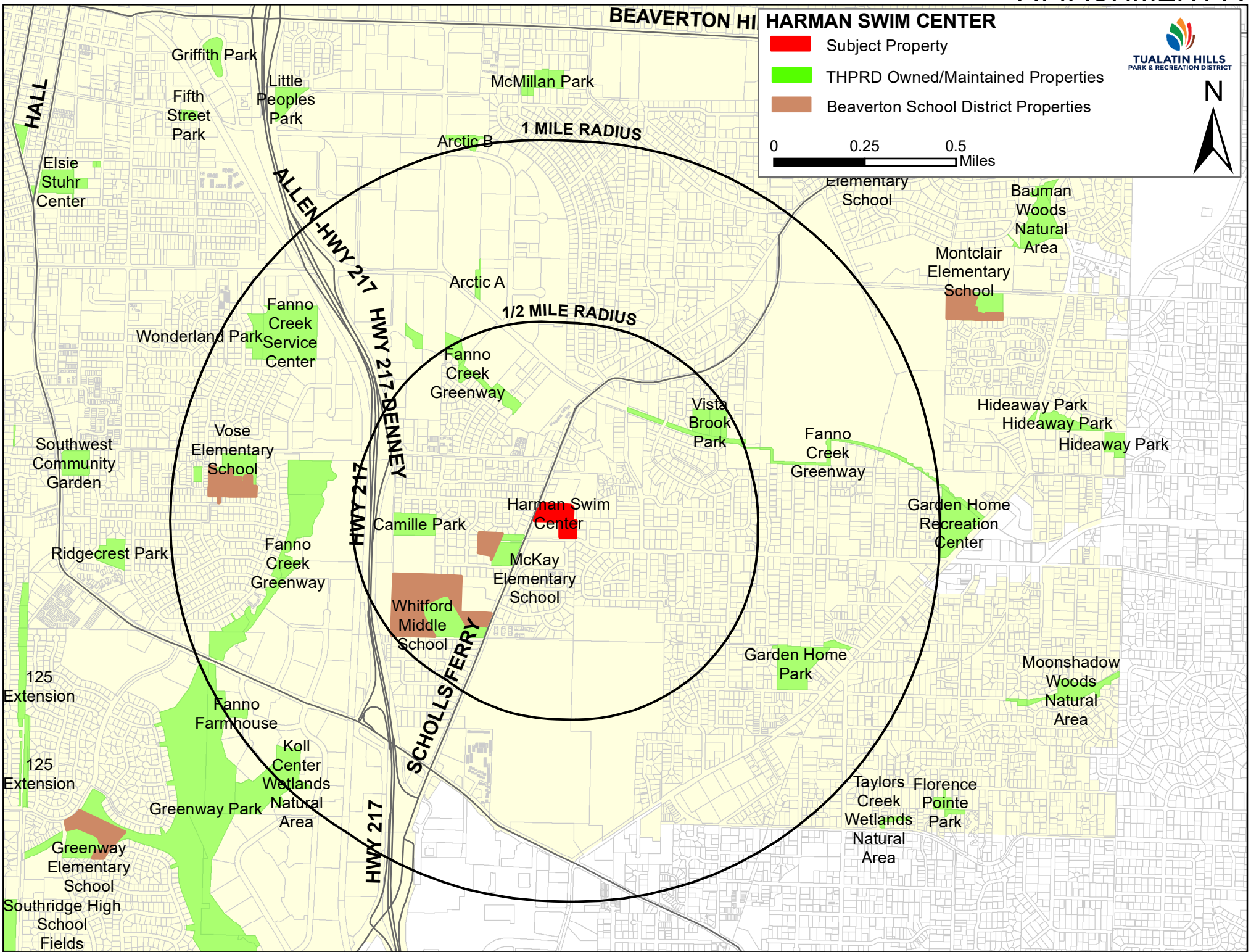
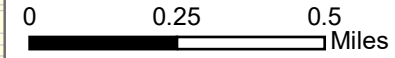
Board of directors' approval of the following items:

1. Approval to award the contract to ASA Construction, LLC, the lowest responsible bidder, for the total bid of \$246,455; and,
2. Authorization for the general manager or designee to execute the contract.



HARMAN SWIM CENTER

- Subject Property
- THPRD Owned/Maintained Properties
- Beaverton School District Properties



BEAVERTON HI

1 MILE RADIUS

1/2 MILE RADIUS

HALL

ALLEN-HWY 217

HWY 217-RENNY

HWY 217

SCHOLLS FERRY

HWY 217

Griffith Park

Fifth Street Park

Little Peoples Park

McMillan Park

Elsie Stuhr Center

Arctic B

1 MILE RADIUS

Elementary School

Bauman Woods Natural Area

Montclair Elementary School

Wonderland Park

Fanno Creek Service Center

Arctic A

1/2 MILE RADIUS

Fanno Creek Greenway

Vista Brook Park

Fanno Creek Greenway

Hideaway Park

Hideaway Park

Hideaway Park

Southwest Community Garden

Vose Elementary School

Fanno Creek Greenway

Camille Park

Harman Swim Center

McKay Elementary School

Garden Home Recreation Center

Ridgecrest Park

Fanno Creek Greenway

Whitford Middle School

Garden Home Park

Moonshadow Woods Natural Area

125 Extension

Fanno Farmhouse

Koll Center Wetlands Natural Area

Greenway Park

Greenway Elementary School

Southridge High School

Fields

Taylor's Creek Wetlands

Florence Pointe Park


Natural Area



HARMAN SWIM CENTER

Taxlot: 1S123DB03702

Acreage: 4.05 Acres

 Subject Property

0 60 120
Feet





MEMORANDUM

DATE: March 31, 2022
TO: Doug Menke, General Manager
FROM: Julie Rocha, Interim Sports & Inclusion Director
RE **Sports Affiliation Review Process**

Introduction

Tualatin Hills Park & Recreation District (THPRD) works with entities called “affiliates” to provide athletic opportunities to patrons. Affiliates play a critical role in helping THPRD serve the community by providing access to high-quality youth and adult sports programs that would be more expensive if facilitated by the district.

THPRD has 41 affiliates, serving over 9,000 youth and adults through organized sports leagues and clubs. Affiliates offer recreational and competitive programs and include field sports (i.e., soccer, football, cricket, etc.) and aquatic activities (i.e., swimming, diving, water polo, etc.). Many relationships with affiliate groups were established decades ago.

The board requested a review of the policy and process for affiliation and reaffiliation.

Background

In February 2021, staff presented about the affiliate process at the board work session. The board learned the history of field sports and aquatic affiliates, the status of field and pool facilities, and an update on the field fees process. Board members shared thoughts on several options intended to address the equitable allocation of resources to affiliates.

In late spring, a temporary group called the Affiliate Review Stakeholders Work Group (SWG) was created to review THPRD’s affiliate policy and application process. SWG consisted of 11 members, including aquatic and field affiliates, non-affiliated users, and community members. They participated in 10 meetings and seven subcommittee meetings over the past 10 months.

Members provided input based on their knowledge and discussions with other community members. They reviewed the current affiliation process, looked at the proposed affiliate policy and application, provided suggestions to make it more equitable, and evaluated how changes would impact current affiliates.

Since February 2021, three updates have been provided to the board (April 2021, August 2021, and October 2021). Staff confirmed the board’s priorities, discussed the scope of SWG, reviewed affiliate considerations, and provided status updates and information on next steps.

In February 2022, staff presented at the board work session and shared recommendations for updating the affiliate process. These included creating equitable access for community use, streamlining a process for all affiliated sports, understanding THPRD’s capacity levels, and implementing a tool to evaluate partnerships with affiliates.

Outcomes of Proposal

The updated affiliate process creates a classification system prioritizing groups serving in-district patrons, recreational-based programs, and those aligned with the district’s mission. It

ensures publicly funded facilities and services benefit district residents by creating equitable access for community use, streamlining a process for all affiliated sports, and welcoming a new affiliate sports category (boxing).

It also factors in the district's capacity and available pool, gym, and field time (the resources most used by affiliates). In 2019, THPRD allocated 35,568 hours of field use and 38,380 pool lane hours to affiliates. THPRD will only accept affiliates that it has the capacity to support.

The updated process also demonstrates the district's commitment to diversity, equity, inclusion, and access (DEIA) and establishes a review committee of volunteers from the affiliated clubs and staff to create an equitable review process. It develops a policy and procedure for staff, revamps the affiliate application for clarity, and creates a scorecard for affiliates. The scorecard is a tool to evaluate affiliates' compliance with district partnership requirements and to gauge and maintain positive relationships between the affiliates and the district.

The new process ensures THPRD sponsored and co-sponsored activities, programs, and events are prioritized before allocating resources to recreational and competitive affiliates while also creating time for the community and renters.

Since some clubs serve 20% of out-of-district players, the process holds the club responsible for 25% of the annual out-of-district assessment fee based on the number of players residing out-of-district.

A timeline was also created of when each sport will apply for affiliation. THPRD must have sufficient field, gym, or pool capacity to add an affiliate and will evaluate multiple applicants within the same sport and limited capacity and show preference towards the organization serving the most in-district patrons.

Public Engagement

Staff and SWG held four meetings with existing affiliates and one public meeting in November 2021 to review the recommended changes.

Action Requested

District staff is requesting board approval of the proposed recommendations presented, which include:

- Implementing a policy and procedure
- Establishing diversity, equity, inclusion, and access (DEIA) requirements
- Introducing an affiliate scorecard
- Updating the affiliation timeline
- Creating a review committee of volunteers and staff (to ensure an equitable process)
- Updating the application and packet
- Providing an overview of capacity
- Defining the out-of-district assessment fees paid by affiliates
- Expanding community use of facilities beyond affiliation

If approved, district staff will return to the board at a future meeting with proposed amendments to the Affiliate Policy as contained within the board's District Compiled Policies.

The following motion is proposed for the board's consideration:

Board of directors' approval of the affiliation process recommendations as presented and direction to district staff to begin work in updating the Affiliate Policy contained within the District Compiled Policies.



MEMORANDUM

DATE: March 31, 2022
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **General Manager's Report**

Volunteer Programs

Melissa Marcum, volunteer specialist, will share a brief update with the board on the district's volunteer program in honor of National Volunteer month.

Diversify Internship Program

McKenzie Miller, administrative specialist, and Myles Hamlett, fitness intern, will update the board on The Diversify Internship program designed for students who identify as Black, Indigenous, and/or People of Color to build and develop professional workplace skills with the guidance of parks and recreation supervisors and career mentors.



MEMORANDUM

DATE: March 14, 2021
TO: Doug Menke, General Manager
FROM: Aisha Panas, Park Services Director
RE: **System Development Charge 5-Year Capital Improvement Plan Update**

Introduction

Staff will present an update of the district's system development charge five-year capital improvement plan (SDC-CIP) for board approval and for use in FY 2022/23 budgeting. Staff are not requesting SDC funding for any of the projects at this time, but will use this list while preparing the proposed FY 2022/23 budget.

Background

The SDC-CIP is used to budget and plan for all SDC-funded planning studies, land acquisition, and capital development projects. The last SDC-CIP was approved by the board at its February 10, 2021 meeting and was used to prepare the current fiscal year budget. Since adoption of the current budget, staff have proposed new projects to be added to the SDC-CIP project list and have tracked SDC revenues and affordable housing SDC fee waivers for the current fiscal year, as well as future years. Accordingly, staff have made the following changes to the SDC-CIP:

1. Proposed that the following projects be added to the SDC-CIP project list:
 - a. Proposed projects funded via SDC funds:
 - i. Economic Development Administration Grant matching – Howard M. Terpenning Complex Improvements
 - b. Proposed projects funded via SDC credits:
 - i. New Trail Development: Finnley Woods Area
 - ii. New Neighborhood Parks and Community Trail: South Cooper Mountain Blackbird Farms Parks A & B
 - iii. New Park Development: South Cooper Mountain Main Street Park
 - iv. New Park and Trail Development: Lolich Farms Area
 - v. New Trail Development: Scholls Valley Heights Tract B
 - vi. New Trail Development: Scholls Valley Heights Tract L
2. Added a new and fifth FY2026/27 program year with associated SDC revenue projections to ensure the SDC-CIP continues to look five years into the future.
3. Refined anticipated project sequencing within the SDC-CIP project list to reflect current staff capacity and expected SDC fund availability.

The SDC-CIP project list will provide guidance in making project commitments through the annual budget process. The list is not intended to be an explicitly sequential list of projects to be funded, as other factors may impact the year in which a project commitment is made.

Proposal Request

Staff are presenting an update of the district's SDC-CIP for board approval and use in the FY 2022/23 budgeting (Attachment A). Staff are not requesting SDC funding for any of the projects at this time, but will use this list in preparing the proposed FY 2022/23 budget.

Outcomes of Proposal

The updated SDC-CIP provides a more current and realistic tool for planning and budgeting for future acquisition and development of park amenities. While the revenue forecast for the next five years is more conservative than the 2021 SDC-CIP, the district will continue to be able to deliver a steady flow of new recreation facilities to meet the growing needs of the community.

Public Engagement

Public engagement is not considered during the SDC-CIP update; however, THPRD engaged stakeholders to create the 2020 SDC Methodology, System Development Charge Fee Schedule, and 20-year System Development Charge Capital Improvement Project List approved by the Board on November 12, 2020. The SDC-CIP update also helps the district pursue the 2020 Vision Action Plan Goal Areas established through an extensive public outreach process.

Action Requested

Board of director's approval of the System Development Charge Five-year Capital Improvement Plan project list.



SYSTEM DEVELOPMENT CHARGE FUND
PROJECTS LIST
Proposed Five-year CIP March 2022

Concept Planning
Design & Permitting
Construction
New Project (NEW)

Fiscal Year	Project or Item Description	District Wide			North Bethany			South Cooper Mountain			Bonny Slope West			Non-Overlay		
		Cost Estimate	Annual Available Funding		Cost Estimate	Annual Available Funding		Cost Estimate	Annual Available Funding		Cost Estimate	Annual Available Funding		Cost Estimate	Annual Available Funding	
			Low Estimate	High Estimate		Low Estimate	High Estimate		Low Estimate	High Estimate		Low Estimate	High Estimate		Low Estimate	High Estimate
2021/22	Beginning Cash Balance (July 1, 2021)		33,198,543	33,198,543		4,571,439	4,571,439		4,265,982	4,265,982		3,783,628	3,783,628		20,577,494	20,577,494
	Less: Carryover Appropriations		23,433,903	23,433,903		6,621,120	6,621,120		9,880,000	9,880,000		1,750,000	1,750,000		5,182,783	5,182,783
	Net Available Beginning Balance		9,764,640	9,764,640		(2,049,681)	(2,049,681)		(5,614,018)	(5,614,018)		2,033,628	2,033,628		15,394,711	15,394,711
	Estimated SDC Revenue		8,269,811	13,333,722		2,194,893	3,538,908		4,160,316	6,707,832		526,356	848,664		2,697,519	4,349,310
	Estimated SDC Affordable Housing 30% AMI (100% Waiver)	(527,218)						(238,680)						(288,538)		
	Estimated SDC Affordable Housing 60% AMI (50% Waiver)	(972,400)						(760,240)						(212,160)		
	Estimated Available Funding		16,534,833	21,598,745		145,212	1,489,227		(2,452,621)	94,894		2,559,985	2,882,292		17,591,533	19,243,323
	Land Acquisition for Community Parks in New Urban Areas (NoB)	2,500,000	14,034,833	19,098,745	2,500,000	(2,354,788)	(1,010,773)									
	New Neighborhood Park Development, Concept Planning: Abbey Creek Phase II (NWQ-5)	69,200	13,965,633	19,029,545	69,200	(2,423,988)	(1,079,973)									
	Land Acquisition for Trails in New Urban Areas: South Cooper Mountain*	344,000	13,621,633	18,685,545				344,000	(2,796,621)	(249,106)						
	Land Acquisition for Parks: South Cooper Mountain	500,000	13,121,633	18,185,545				500,000	(3,296,621)	(749,106)						
	Land Acquisition for Park Infill	1,000,000	12,121,633	17,185,545										1,000,000	16,591,533	18,243,323
	Beaverton Creek Trail: Segment #3-4 (Grant Match)	600,000	11,521,633	16,585,545										600,000	15,991,533	17,643,323
	Neighborhood Park Design & Permitting - Miller Road (SWQ-5)	717,200	10,804,433	15,868,345										717,200	15,274,333	16,926,123
	New Neighborhood Park Development, Concept Planning: Pointer Road (NEQ-3)	135,100	10,669,333	15,733,245										135,100	15,139,233	16,791,023
	New Neighborhood Park Development, Design & Permitting: La Raiz Park (SEQ-2)	445,625	10,223,708	15,287,620										445,625	14,693,608	16,345,398
	New Regional Trail Development - Westside Trail #14**	1,601,960	8,621,748	13,685,660										1,601,960	13,091,648	14,743,438
	Planning	125,000	8,496,748	13,560,660										125,000	12,966,648	14,618,438
	New Amenities in existing parks - Additional carryover funding	100,000	8,396,748	13,460,660										100,000	12,866,648	14,518,438
	Cedar Hills Park - Additional funding for bond project	300,000	8,096,748	13,160,660										300,000	12,566,648	14,218,438
	Subtotal FY 2020/21 Costs	8,438,085			2,569,200			844,000			-			5,024,885		
2022/23	Beginning Balance		8,096,748	13,160,660		(2,423,988)	(1,079,973)		(3,296,621)	(749,106)		2,559,985	2,882,292		12,566,648	14,218,438
	Estimated SDC Revenue		7,596,759	12,687,195		2,521,620	4,211,307		2,008,466	3,354,299		561,514	937,774		2,505,159	4,183,816
	Estimated SDC Affordable Housing 30% AMI (100% Waiver)	(595,109)												(595,109)		
	Estimated SDC Affordable Housing 60% AMI (50% Waiver)	(356,164)												(356,164)		
	Estimated Available Funding FY21/22		14,742,235	24,896,581		97,632	3,131,333		(1,288,155)	2,605,193		3,121,499	3,820,066		14,120,534	17,450,981
	New Amenities in existing parks	30,878	14,711,357	24,865,703										30,878	14,089,656	17,420,103
	Neighborhood Park Design & Permitting - La Raiz Park (SEQ-2)	55,456	14,655,901	24,810,247										55,456	14,034,200	17,364,647
	Fanno Creek Trail Segment #5 - Scholls Ferry Rd. to 92 Ave. RFFA Grant Match - Beaverton Creek Trail Engineering and Construction	7,156	14,648,745	24,803,091										7,156	14,027,044	17,357,491
	Neighborhood Park Construction - La Raiz (SEQ-2)	1,470,875	12,667,070	22,821,416										1,470,875	12,045,369	15,375,816
	Neighborhood Park Design & Permitting - Pointer Road (NEQ-3)	668,600	11,998,470	22,152,816										668,600	11,376,769	14,707,216
	Acquisition of Neighborhood Park Land - Infill Areas	1,000,000	10,998,470	21,152,816										1,000,000	10,376,769	13,707,216
	New Regional Trail Development - Westside Trail #14, #16-#18	20,000	10,978,470	21,132,816										20,000	10,356,769	13,687,216

Fiscal Year	Project or Item Description	Annual Available Funding			Annual Available Funding			Annual Available Funding			Annual Available Funding			Annual Available Funding		
		Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate
	Mt. View Champions Park Sport Court - Additional funding for bond project	227,300	10,751,170	20,905,516										227,300	10,129,469	13,459,916
	Downtown planning	18,000	10,733,170	20,887,516										18,000	10,111,469	13,441,916
	Beaverton Creek Trail Engineering and Construction	1,775,884	8,957,286	19,111,632										1,775,884	8,335,585	11,666,032
	Metro Bond Trails Competitive Grant Match - Westside Trail Bridge	217,500	8,739,786	18,894,132										217,500	8,118,085	11,448,532
	EDA Grant Matching - HMT Complex Improvements (NEW)	1,397,954	7,341,832	17,496,178										1,397,954	6,720,131	10,050,578
	Neighborhood Park Design & Permitting - Abbey Creek Park Phase II (NWQ-5)	431,900	6,909,932	17,064,278	431,900	(334,268)	2,699,433									
	Subtotal FY 2021/22 Costs	7,832,303			431,900									7,400,403		
2023/24	Beginning Balance		7,341,832	17,496,178		97,632	3,131,333		(1,288,155)	2,605,193		3,121,499	3,820,066		6,720,131	10,050,578
	Estimated SDC Revenue		10,454,150	13,938,867		3,850,797	5,134,396		2,786,233	3,714,977		780,156	1,040,207		3,036,966	4,049,288
	Estimated SDC Affordable Housing 30% AMI (100% Waiver)	(260,045)												(260,045)		
	Estimated SDC Affordable Housing 60% AMI (50% Waiver)	(111,448)												(111,448)		
	Estimated Available Funding		17,424,490	31,063,553		3,948,429	8,265,729		1,498,077	6,320,170		3,901,654	4,860,273		9,385,604	13,728,374
	New Neighborhood Park Development, Concept Planning: SW 165th (SWQ-4)	237,800	17,186,690	30,825,753										237,800	9,147,804	13,490,574
	New Neighborhood Park Development, Concept Planning: NWQ-2 and Park Blocks	623,800	16,562,890	30,201,953	623,800	3,324,629	7,641,929									
	New Neighborhood Park Development, Construction: Abbey Creek Phase II (NWQ-5)	957,900	15,604,990	29,244,053	957,900	2,366,729	6,684,029									
	New Regional Trail Development - Westside Trail Segments 16-Remainder of 18, Design & Permitting*	433,113	15,171,876	28,810,940										433,113	8,714,691	13,057,460
	New Regional Trail Development - Westside Trail Bridge, Design & Permitting*	800,000	14,371,876	28,010,940										800,000	7,914,691	12,257,460
	New Neighborhood Park, Construction: Pointer Road (NEQ-3)	2,007,700	12,364,176	26,003,240										2,007,700	5,906,991	10,249,760
	Land Acquisition Infill/Cooper Mountain	1,000,000	11,364,176	25,003,240										1,000,000	4,906,991	9,249,760
	Planning	50,000	11,314,176	24,953,240										50,000	4,856,991	9,199,760
	Subtotal FY 2022/23 Costs	6,110,313			1,581,700									4,528,613		
2024/25	Beginning Balance		11,314,176	24,953,240		2,366,729	6,684,029		1,498,077	6,320,170		3,901,654	4,860,273		4,856,991	9,199,760
	Estimated SDC Revenue		9,837,539	13,116,718		2,820,846	3,761,128		3,156,800	4,209,067		803,560	1,071,414		3,056,332	4,075,109
	Estimated Available Funding		21,151,715	38,069,958		5,187,575	10,445,157		4,654,878	10,529,237		4,705,215	5,931,687		7,913,323	13,274,870
	New Neighborhood Park Development, Design & Permitting: NWQ-2 and Park Blocks	2,233,700	18,918,015	35,836,258	2,233,700	2,953,875	8,211,457									
	New regional Trail Development - Westside Trail Segments 16-Remainder of 18, Construction	1,773,140	17,144,875	34,063,117										1,773,140	6,140,182	11,501,729
	Trail Development - Westside Trail: Sunset Hwy Crossing**	6,000,000	11,144,875	28,063,117										6,000,000	140,182	5,501,729
	Land Acquisition - Infill/Cooper Mountain	1,000,000	10,144,875	27,063,117										1,000,000	(859,818)	4,501,729
	New Neighborhood Park, Design & Permitting: SW 165th (SWQ-4)	1,443,800	8,701,075	25,619,317										1,443,800	(2,303,618)	3,057,929
	New Neighborhood Park Development, Concept Plan: SW 175th (SWQ-7)	251,700	8,449,375	25,367,617				251,700	4,403,178	10,277,537						
	Neighborhood Park Construction - Miller Road (SWQ-5)	2,312,900	6,136,475	23,054,717										2,312,900	(4,616,518)	745,029
	Subtotal FY 2023/24 Costs	15,015,240			2,233,700			251,700						12,529,840		
2025/26	Beginning Balance		6,136,475	23,054,717		2,953,875	8,211,457		4,403,178	10,277,537		4,705,215	5,931,687		(4,616,518)	745,029
	Estimated SDC Revenue		10,111,915	13,482,553		2,500,456	3,333,941		3,547,094	4,729,459		827,667	4,315,597		3,236,698	4,315,597
	Estimated Available Funding		16,248,390	36,537,271		5,454,331	11,545,398		7,950,272	15,006,996		5,532,882	10,247,284		(1,379,820)	5,060,626
	New Neighborhood Park Development, Construction: Park Blocks	3,252,500	12,995,890	33,284,771	3,252,500	2,201,831	8,292,898									
	New Neighborhood Park Development, Concept Plan: NW Liberty (NWQ-7)	282,800	12,713,090	33,001,971	282,800	1,919,031	8,010,098									
	New Neighborhood Park Development, Concept Planning: SW Murray Blvd (SEQ-1)	566,303	12,146,787	32,435,668										566,303	(1,946,123)	4,494,323

Fiscal Year	Project or Item Description	Annual Available Funding			Annual Available Funding			Annual Available Funding			Annual Available Funding			Annual Available Funding			
		Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate	Cost Estimate	Low Estimate	High Estimate	
	New Neighborhood Park Development, Concept Plan: NE Saltzman Rd (NEQ-2)	365,923	11,780,864	32,069,745							365,923	5,166,959	9,881,361				
	New Neighborhood Park Development, Concept Plan: SWQ-9	136,600	11,644,264	31,933,145				136,600	7,813,672	14,870,396							
	New Neighborhood Park Development, Design & Permitting: SW 175th (SWQ-7)	1,634,800	10,009,464	30,298,345				1,634,800	6,178,872	13,235,596							
	Develop New Small Urban Park	1,562,783	8,446,681	28,735,562										1,562,783	(3,508,906)	2,931,540	
	New Neighborhood Park, Construction: SW 165th (SWQ-4)	3,332,100	5,114,581	25,403,462										3,332,100	(6,841,006)	(400,560)	
	Subtotal FY 2025/26 Costs	11,133,809			3,535,300			1,771,400			365,923			5,461,186			
2026/27	Beginning Balance		5,114,581	25,403,462					6,178,872	13,235,596				(6,841,006)	(400,560)		
	Estimated SDC Revenue		8,668,228	11,557,637					1,822,026	2,429,368				870,178	1,160,237		
	Estimated Available Funding		13,782,808	36,961,099					8,000,898	15,664,964				6,037,137	11,041,599		
	New Neighborhood Park Development, Construction: SW 175th (SWQ-7)	3,418,800	10,364,008	33,542,299				3,418,800	4,582,098	12,246,164							
	New Neighborhood Park Development, Design & Permitting: SWQ-9	634,000	9,730,008	32,908,299				634,000	3,948,098	11,612,164							
	New Neighborhood Park Development, Design & Permitting: NE Saltzman Rd (NEQ-2)	1,525,570	8,204,438	31,382,729							1,525,570	4,511,567	9,516,029				
	New Neighborhood Park Development, Design & Permitting: NW Liberty (NWQ-7)	1,469,500	6,734,938	29,913,229	1,469,500	3,697,496	10,871,218										
	New Neighborhood Park Development, Construction: NWQ-2	5,858,200	876,738	24,055,029	5,858,200	(2,160,704)	5,013,018										
	New Neighborhood Park Development, Design & Permitting: SW Murray Blvd (SEQ-1)	2,189,961	(1,313,223)	21,865,068										2,189,961	(6,302,907)	1,046,892	
	Subtotal FY 2026/27 Costs	15,096,031			7,327,700			4,052,800			1,525,570			2,189,961			
	Total for 5-year CIP List	55,187,697			15,110,300			6,075,900			1,891,493			32,110,004			
Five Year CIP Credit Projects																	
	New Neighborhood Park Development: NoB/Polygon (NWQ-11)	2,056,400	(1,179,662)	21,998,629	2,056,400	3,110,596	10,284,318										
	New Trail Development: Finnley Woods Area (NEW)	337,032	(1,516,694)	21,661,597	337,032	2,773,564	9,947,286										
	New Neighborhood Park Development (SWQ-8)	2,192,383	(3,709,077)	19,469,214				2,192,383	1,755,715	9,419,781							
	New Neighborhood Parks and Community Trail: South Cooper Mountain Blackbird Farms Parks A & B (NEW)	2,814,278	(6,523,355)	16,654,936				2,814,278	(1,058,563)	6,605,503							
	New Park Development: SCM Main Street Park (NEW)	1,300,000	(7,823,355)	15,354,936				1,300,000	(2,358,563)	5,305,503							
	SCM Heights New Neighborhood Park & Community Trail (SWQ-6)	2,799,462	(10,622,817)	12,555,474				2,799,462	(5,158,025)	2,506,041							
	New Park and Trail Development: Lolich Farms Area (NEW)	1,015,876	(11,638,693)	11,539,598				1,015,876	(6,173,901)	1,490,165							
	New Trail Development: Scholls Valley Heights Tract B (NEW)	380,164	(12,018,857)	11,159,434				380,164	(6,554,065)	1,110,001							
	New Trail Development: Scholls Valley Heights Tract L (NEW)	26,226	(12,045,083)	11,133,208				26,226	(6,580,291)	1,083,775							
	Subtotal Credit Projects	12,921,821			2,393,432			10,528,389			-			-			
	Fund Balance		(11,638,693)	11,539,598				2,773,564	9,947,286		(6,173,901)	1,490,165		4,511,567	9,516,029	(6,302,907)	1,046,892

Tualatin Hills Park and Recreation District

Monthly Capital Project Report

Actual Cost vs. Budget

Through 02/28/2022

KEY
 Budget Estimate based on original budget - not started and/or no basis for change
 Deferred Some or all of Project has been eliminated to reduce overall capital costs for year
 Award Estimate based on Contract Award amount or quote price estimates
 Complete Project completed - no additional estimated costs to complete.

Description	Project Budget					Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under	
	Prior Year Budget Amount (1)	Budget Carryover to Current Year (2)	New Funds Budgeted in Current Year (3)	Cumulative Project Budget (1+3)	Current Year Budget Amount (2+3)	Expended Prior Years (4)	Expended Year-to-Date (5)	Estimated Cost to Complete (6)	Basis of Estimate	Project Cumulative (4+5+6)	Current Year (5+6)	Current Year
GENERAL FUND												
CAPITAL OUTLAY DIVISION												
CARRY FORWARD PROJECTS												
Financial Software	803,958	598,000	-	803,958	598,000	372,352	13,459	418,147	Award	803,958	431,606	166,394
Community Event Furnishings	4,000	4,000	-	4,000	4,000	-	-	4,000	Budget	4,000	4,000	-
Roof Repairs and Analysis	115,000	115,000	-	115,000	115,000	4,420	9,618	100,962	Budget	115,000	110,580	4,420
Boiler	188,000	188,000	-	188,000	188,000	1,604	9,100	177,296	Award	188,000	186,396	1,604
Pool Tank (CRAC)	463,083	1,622,055	500,000	2,318,723	2,122,055	196,972	1,450,467	671,588	Award	2,319,027	2,122,055	-
Pump and Motor (4 sites)	48,000	48,000	-	48,000	48,000	-	40,801	7,199	Award	48,000	48,000	-
ADA Improvements	25,000	25,000	-	25,000	25,000	-	-	25,000	Budget	25,000	25,000	-
10K Trailers	30,000	36,000	-	36,000	36,000	-	21,073	14,927	Award	36,000	36,000	-
Minibus	37,000	42,920	-	42,920	42,920	-	32,934	9,986	Budget	42,920	42,920	-
Irrigation Systems (4 sites)	47,500	47,500	-	47,500	47,500	-	30,802	16,698	Award	47,500	47,500	-
TOTAL CARRYOVER PROJECTS	1,761,541	2,726,475	500,000	3,629,101	3,226,475	575,349	1,608,255	1,445,802		3,629,405	3,054,056	172,419
ATHLETIC FACILITY REPLACEMENT												
Athl Field Poles-Light Rplc			25,000	25,000	25,000	-	-	25,000	Budget	25,000	25,000	-
TOTAL ATHLETIC FACILITY REPLACEMENT			25,000	25,000	25,000	-	-	25,000		25,000	25,000	-
PARK AND TRAIL REPLACEMENTS												
Playground Components			20,000	20,000	20,000	-	10,870	9,130	Budget	20,000	20,000	-
Asphalt Pedestrian Pathways			148,150	148,150	148,150	-	36,480	111,670	Budget	148,150	148,150	-
TOTAL PARK AND TRAIL REPLACEMENTS			168,150	168,150	168,150	-	47,350	120,800		168,150	168,150	-
PARK AND TRAIL IMPROVEMENTS												
Memorial Benches			25,000	25,000	25,000	-	7,150	17,850	Budget	25,000	25,000	-
Subtotal Park and Trail Improvements			25,000	25,000	25,000	-	7,150	17,850		25,000	25,000	-
Tualatin River Environmental Enhancement - Irrigation Improvements			100,000	100,000	100,000	-	-	-	Not Awarded	-	-	100,000
Tualatin River Environmental Enhancement - Raleigh Park Creek Improvements			100,000	100,000	100,000	-	-	-	Deferred	-	-	100,000
Westside Trail - ODOT Oregon Community Paths Grant			572,477	572,477	572,477	-	-	-	ODOT Managed	-	-	572,477
Clean Water Services - Raleigh Park Stream Enhancement			65,000	65,000	65,000	-	-	-	Deferred	-	-	65,000
Subtotal Park and Trail Improvements (Grant Funded)			837,477	837,477	837,477	-	-	-		-	-	837,477
TOTAL PARK AND TRAIL IMPROVEMENTS			862,477	862,477	862,477	-	7,150	17,850		25,000	25,000	837,477
CHALLENGE GRANTS												
Program Facility Challenge Grants			40,000	40,000	40,000	-	-	40,000	Budget	40,000	40,000	-
TOTAL CHALLENGE GRANTS			40,000	40,000	40,000	-	-	40,000		40,000	40,000	-
BUILDING REPLACEMENTS												
Westside Trail - ODOT Oregon Community Paths Grant matching funds			65,523	65,523	65,523	-	65,523	-	Budget	65,523	65,523	0
Ergonomic Equipment/Fixtures			6,000	6,000	6,000	-	-	6,000	Budget	6,000	6,000	-
Emergency Repairs			100,000	100,000	100,000	-	31,059	68,941	Budget	100,000	100,000	-
Parking Lot Study			10,000	10,000	10,000	-	4,910	5,090	Budget	10,000	10,000	-
Parking Lot Repair			100,000	100,000	100,000	-	-	100,000	Budget	100,000	100,000	-
Cardio and Weight Equipment			40,000	40,000	40,000	-	-	-	Deferred	-	-	40,000
Roof Repairs			120,000	120,000	120,000	-	-	-	Deferred	-	-	120,000
Safety Equipment			5,000	5,000	5,000	-	-	5,000	Budget	5,000	5,000	-
TOTAL BUILDING REPLACEMENTS			446,523	446,523	446,523	-	101,492	185,031		286,523	286,523	160,000
ADA PROJECTS												
ADA Imprvmnt - Picnic area			50,000	50,000	50,000	-	-	50,000	Budget	50,000	50,000	-
ADA Imprvmnt - Facility access			75,000	75,000	75,000	-	-	-	Deferred	-	-	75,000
ADA Imprvmnt - Harman Swim			375,000	375,000	375,000	-	25,063	349,937	Budget	375,000	375,000	-
ADA Imprvmnt - Ped Pathway			33,000	33,000	33,000	-	-	33,000	Budget	33,000	33,000	-
TOTAL ADA PROJECTS			533,000	533,000	533,000	-	25,063	432,937		458,000	458,000	75,000
TOTAL CAPITAL OUTLAY DIVISION	1,761,541	2,726,475	2,575,150	5,704,251	5,301,625	575,349	1,789,309	2,267,420		4,632,078	4,056,729	1,244,896

Tualatin Hills Park and Recreation District

Monthly Capital Project Report

Actual Cost vs. Budget

Through 02/28/2022

KEY
 Budget Estimate based on original budget - not started and/or no basis for change
 Deferred Some or all of Project has been eliminated to reduce overall capital costs for year
 Award Estimate based on Contract Award amount or quote price estimates
 Complete Project completed - no additional estimated costs to complete.

Description	Project Budget					Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under	
	Prior Year Budget Amount (1)	Budget Carryover to Current Year (2)	New Funds Budgeted in Current Year (3)	Cumulative Project Budget (1+3)	Current Year Budget Amount (2+3)	Expended Prior Years (4)	Expended Year-to-Date (5)	Estimated Cost to Complete (6)	Basis of Estimate	Project Cumulative (4+5+6)	Current Year (5+6)	Current Year
INFORMATION SERVICES DEPARTMENT												
<u>INFORMATION TECHNOLOGY REPLACEMENTS</u>												
AEDs			9,000	9,000	9,000	-	-	9,000	Budget	9,000	9,000	-
Desktop Replacement			90,000	90,000	90,000	-	24,876	65,124	Budget	90,000	90,000	-
Key Card Readers			10,000	10,000	10,000	-	-	-	Deferred	-	-	10,000
LAN / WAN Equipment			6,000	6,000	6,000	-	(6,052)	12,052	Budget	6,000	6,000	-
Network Servers			50,000	50,000	50,000	-	10,007	49,993	Budget	60,000	60,000	(10,000)
Switches			50,000	50,000	50,000	-	2,194	47,806	Award	50,000	50,000	-
Security Cameras			45,000	45,000	45,000	-	5,515	39,485	Budget	45,000	45,000	-
Large Format Printer			15,000	15,000	15,000	-	-	-	Deferred	-	-	15,000
TOTAL INFORMATION TECHNOLOGY REPLACEMENTS			275,000	275,000	275,000	-	36,539	223,461		260,000	260,000	15,000
TOTAL INFORMATION SYSTEMS DEPARTMENT			275,000	275,000	275,000	-	36,539	223,461		260,000	260,000	15,000
MAINTENANCE DEPARTMENT												
<u>FLEET REPLACEMENTS</u>												
Cordless Bckpck Eq Chgr Bttry			11,000	11,000	11,000	-	11,040	-	Complete	11,040	11,040	(40)
Zero Turn Mowers			32,000	32,000	32,000	-	-	30,110	Award	30,110	30,110	1,890
Grandstand Mowers			76,000	76,000	76,000	-	74,595	-	Complete	74,595	74,595	1,405
TOTAL FLEET REPLACEMENTS			119,000	119,000	119,000	-	85,635	30,110		115,745	115,745	3,255
<u>FLEET IMPROVEMENTS</u>												
Ventrac Mowers			63,218	63,218	63,218	-	67,463	-	Complete	67,463	67,463	(4,245)
TOTAL FLEET IMPROVEMENTS			63,218	63,218	63,218	-	67,463	-		67,463	67,463	(4,245)
TOTAL MAINTENANCE DEPARTMENT			182,218	182,218	182,218	-	153,098	30,110		183,208	183,208	(990)
GRAND TOTAL GENERAL FUND	1,761,541	2,726,475	3,032,368	6,161,469	5,758,843	575,349	1,978,946	2,520,990		5,075,286	4,499,937	1,258,906

Tualatin Hills Park and Recreation District
Monthly Bond Capital Projects Report
Estimated Cost vs. Budget
Through 02/28/2022

Quadrant	Description	Project Budget			Project Expenditures			Estimated Cost to Complete	Basis of Estimate (Completed Phase)	Project Cumulative Cost	Variance	Percent of Variance	Cost Expended to Budget	Cost Expended to Total Cost
		Initial Project Budget	Adjustments	Current Total Project Budget FY 20/21	Expended Prior Years	Expended Year-to-Date	Total Expended to Date				Est. Cost (Over Under Budget)	Total Cost Variance to Budget		
		(1)	(2)	(1+2)=(3)	(4)	(5)	(4+5)=(6)	(7)		(6+7)=(9)	(3-9) = (10)	(10) / (3)	(6) / (3)	(6)/(9)
BOND CAPITAL PROJECTS FUND														
<u>New Neighborhood Parks Development</u>														
SE	AM Kennedy Park & Athletic Field	1,285,250	50,704	1,335,954	1,674,551	-	1,674,551	-	Complete	1,674,551	(338,597)	-25.3%	125.3%	100.0%
SW	Barsotti Park & Athletic Field	1,285,250	27,556	1,312,806	1,250,248	-	1,250,248	-	Complete	1,250,248	62,558	4.8%	95.2%	100.0%
NW	Hansen Ridge Park (formerly Kaiser Ridge)	771,150	16,338	787,488	731,629	-	731,629	-	Complete	731,629	55,859	7.1%	92.9%	100.0%
SW	Roy Dancer Park	771,150	16,657	787,807	643,447	-	643,447	-	Complete	643,447	144,360	18.3%	81.7%	100.0%
NE	Roger Tilbury Park	771,150	19,713	790,863	888,218	-	888,218	-	Complete	888,218	(97,355)	-12.3%	112.3%	100.0%
	Sub-total New Neighborhood Parks Development	4,883,950	130,968	5,014,918	5,188,093	-	5,188,093	-		5,188,093	(173,175)	-3.5%	103.5%	100.0%
	Authorized Use of Savings from Bond Issuance													
UND	Administration Category	-	173,175	173,175	-	-	-	-	N/A	-	173,175	n/a	n/a	n/a
	Total New Neighborhood Parks Development	4,883,950	304,143	5,188,093	5,188,093	-	5,188,093	-		5,188,093	-	0.0%	100.0%	100.0%
<u>Renovate & Redevelop Neighborhood Parks</u>														
NE	Cedar Mill Park, Trail & Athletic Fields	1,125,879	29,756	1,155,635	990,095	-	990,095	-	Complete	990,095	165,540	14.3%	85.7%	100.0%
SE	Camille Park	514,100	28,634	542,734	585,471	-	585,471	-	Complete	585,471	(42,737)	-7.9%	107.9%	100.0%
NW	Somerset West Park	1,028,200	120,124	1,148,324	1,528,550	-	1,528,550	1,325	Complete	1,529,875	(381,551)	-33.2%	133.1%	99.9%
NW	Pioneer Park and Bridge Replacement	544,934	21,278	566,212	533,358	-	533,358	-	Complete	533,358	32,854	5.8%	94.2%	100.0%
SE	Vista Brook Park	514,100	20,504	534,604	729,590	-	729,590	-	Complete	729,590	(194,986)	-36.5%	136.5%	100.0%
	Sub-total Renovate & Redevelop Neighborhood Parks	3,727,213	220,296	3,947,509	4,367,063	-	4,367,063	1,325		4,368,388	(420,879)	-10.7%	110.6%	100.0%
	Authorized Use of Savings from Bond Issuance													
UND	Administration Category	-	420,879	420,879	-	-	-	-	N/A	-	420,879	n/a	n/a	n/a
	Total Renovate & Redevelop Neighborhood Parks	3,727,213	641,175	4,368,388	4,367,063	-	4,367,063	1,325		4,368,388	-	0.0%	100.0%	100.0%
<u>New Neighborhood Parks Land Acquisition</u>														
NW	New Neighborhood Park - NW Quadrant (Biles)	1,500,000	28,554	1,528,554	1,041,404	-	1,041,404	-	Complete	1,041,404	487,150	31.9%	68.1%	100.0%
NW	New Neighborhood Park - NW Quadrant (Living Hope)	-	-	-	1,067,724	-	1,067,724	-	Complete	1,067,724	(1,067,724)	-100.0%	n/a	100.0%
NW	New Neighborhood Park - NW Quadrant (Mitchell)	-	-	-	793,396	-	793,396	-	Complete	793,396	(793,396)	-100.0%	n/a	100.0%
NW	New Neighborhood Park - NW Quadrant (PGE)	-	-	-	62,712	-	62,712	-	Complete	62,712	(62,712)	-100.0%	n/a	100.0%
NE	New Neighborhood Park - NE Quadrant (Wilson)	1,500,000	27,968	1,527,968	529,294	-	529,294	-	Complete	529,294	998,674	65.4%	34.6%	100.0%
	New Neighborhood Park - NE Quadrant (Lehman - formerly undesignated)	1,500,000	33,466	1,533,466	2,119,940	-	2,119,940	-	Complete	2,119,940	(586,474)	-38.2%	138.2%	100.0%
	New Neighborhood Park - SW Quadrant (Sterling Savings)	1,500,000	24,918	1,524,918	1,058,925	-	1,058,925	-	Complete	1,058,925	465,993	30.6%	69.4%	100.0%
SW	New Neighborhood Park - SW Quadrant (Altishin)	-	-	-	551,696	-	551,696	-	Complete	551,696	(551,696)	-100.0%	n/a	100.0%
	New Neighborhood Park - SW Quadrant (Hung easement for Roy Dancer Park)	-	-	-	60,006	-	60,006	-	Complete	60,006	(60,006)	-100.0%	n/a	100.0%
SE	New Neighborhood Park - SE Quadrant (Cobb)	1,500,000	15,547	1,515,547	2,609,880	-	2,609,880	-	Complete	2,609,880	(1,094,333)	-72.2%	172.2%	100.0%
NW	New Neighborhood Park (North Bethany) (McGettigan)	1,500,000	23,667	1,523,667	1,629,763	-	1,629,763	-	Complete	1,629,763	(106,096)	-7.0%	107.0%	100.0%
UND	New Neighborhood Park - Undesignated	-	-	-	-	-	-	-	Reallocated	-	-	-100.0%	n/a	0.0%
	Sub-total New Neighborhood Parks	9,000,000	154,120	9,154,120	11,524,740	-	11,524,740	-		11,524,740	(2,370,620)	-25.9%	125.9%	100.0%
	Authorized Use of Savings from New Community Park													
UND	Land Acquisition Category	-	1,655,521	1,655,521	-	-	-	-	N/A	-	1,655,521	n/a	n/a	n/a
	Authorized Use of Savings from Community Center /													
UND	Community Park Land Acquisition Category	-	715,099	715,099	-	-	-	-	N/A	-	715,099	n/a	n/a	n/a
	Total New Neighborhood Parks	9,000,000	2,524,740	11,524,740	11,524,740	-	11,524,740	-		11,524,740	-	0.0%	100.0%	100.0%

Tualatin Hills Park and Recreation District
Monthly Bond Capital Projects Report
Estimated Cost vs. Budget
Through 02/28/2022

Quadrant	Description	Project Budget			Project Expenditures			Estimated Cost to Complete	Basis of Estimate (Completed Phase)	Project Cumulative Cost	Variance	Percent of Variance	Cost Expended to Budget	Cost Expended to Total Cost
		Initial Project Budget	Adjustments	Current Total Project Budget FY 20/21	Expended Prior Years	Expended Year-to-Date	Total Expended to Date							
		(1)	(2)	(1+2)=(3)	(4)	(5)	(4+5)=(6)	(7)		(6+7)=(9)	(3-9) = (10)	(10) / (3)	(6) / (3)	(6)/(9)
	Authorized Use of Savings from Bond Issuance													
UND	Administration Category	-	189,890	189,890	-	-	-	-	N/A	-	189,890	100.0%	n/a	n/a
	Total ADA/Access Improvements	1,028,196	214,351	1,242,547	1,242,547	-	1,242,547	-		1,242,547	-		100.0%	100.0%
	Community Center Land Acquisition													
UND	Community Center / Community Park (SW Quadrant) (Hulse/BSD/Engel)	5,000,000	105,974	5,105,974	1,654,847	-	1,654,847	-	Complete	1,654,847	3,451,127	67.6%	32.4%	100.0%
UND	Community Center / Community Park (SW Quadrant) (Wenzel/Wall)	-	-	-	2,351,777	-	2,351,777	-	Complete	2,351,777	(2,351,777)	-100.0%	n/a	100.0%
	Sub-total Community Center Land Acquisition	5,000,000	105,974	5,105,974	4,006,624	-	4,006,624	-		4,006,624	1,099,350	21.5%	78.5%	100.0%
UND	Outside Funding from Washington County Transferred to New Community Park Development	-	(176,000)	(176,000)	-	-	-	-	N/A	-	(176,000)	n/a	n/a	n/a
UND	Outside Funding from Metro Transferred to New Community Park Development	-	(208,251)	(208,251)	-	-	-	-	N/A	-	(208,251)	n/a	n/a	n/a
UND	Authorized Use of Savings for New Neighborhood Parks Land Acquisition Category	-	(715,099)	(715,099)	-	-	-	-	N/A	-	(715,099)	n/a	n/a	n/a
	Total Community Center Land Acquisition	5,000,000	(993,376)	4,006,624	4,006,624	-	4,006,624	-		4,006,624	-	0.0%	100.0%	100.0%
	Bond Administration Costs													
ADM	Debt Issuance Costs	1,393,000	(539,654)	853,346	68,142	-	68,142	-	Complete	68,142	785,204	92.0%	8.0%	100.0%
ADM	Bond Accountant Personnel Costs	-	241,090	241,090	288,678	-	288,678	-	Complete	288,678	(47,588)	-19.7%	119.7%	100.0%
ADM	Deputy Director of Planning Personnel Costs	-	57,454	57,454	57,454	-	57,454	-	Complete	57,454	-	-100.0%	n/a	100.0%
ADM	Communications Support	-	50,000	50,000	12,675	-	12,675	37,325	Budget	50,000	-	0.0%	25.4%	25.4%
ADM	Technology Needs	18,330	-	18,330	23,952	-	23,952	-	Complete	23,952	(5,622)	-30.7%	130.7%	100.0%
ADM	Office Furniture	7,150	-	7,150	5,378	-	5,378	-	Complete	5,378	1,772	24.8%	75.2%	100.0%
ADM	Admin/Consultant Costs	31,520	-	31,520	48,093	-	48,093	-	Complete	48,093	(16,573)	-52.6%	152.6%	100.0%
ADM	Additional Bond Proceeds	-	1,507,717	1,507,717	-	-	-	-	Budget	-	1,507,717	100.0%	0.0%	0.0%
ADM	FY2021-2022 Interest	-	14,500	14,500	-	-	-	-	Budget	-	14,500	100.0%	0.0%	0.0%
	Sub-total Bond Administration Costs	1,450,000	1,331,107	2,781,107	504,372	-	504,372	37,325		541,697	2,239,410	80.5%	18.1%	93.1%
UND	Authorized Use of Savings for Deferred Park Maintenance Replacements Category	-	(170,485)	(170,485)	-	-	-	-	N/A	-	(170,485)	n/a	n/a	n/a
UND	Authorized Use of Savings for New Neighborhood Parks Development Category	-	(173,175)	(173,175)	-	-	-	-	N/A	-	(173,175)	n/a	n/a	n/a
UND	Authorized use of savings for SW Quad Community Park & Athletic Fields	-	(930,529)	(930,529)	-	-	-	-	N/A	-	(930,529)	n/a	n/a	n/a
UND	Authorized Use of Savings for ADA/Access Improvements Category	-	(189,890)	(189,890)	-	-	-	-	N/A	-	(189,890)	n/a	n/a	n/a
UND	Authorized Use of Savings for Renovate & Redevelop Neighborhood Parks	-	(420,879)	(420,879)	-	-	-	-	N/A	-	(420,879)	n/a	n/a	n/a
UND	Authorized Use of Savings for Multi-field/ Multi-purpose Athletic Field Dev.	-	(29,022)	(29,022)	-	-	-	-	N/A	-	(29,022)	n/a	n/a	n/a
	Total Bond Administration Costs	1,450,000	(582,874)	867,126	504,372	-	504,372	37,325		541,697	325,429	37.5%	58.2%	93.1%
	Grand Total	100,000,000	4,646,886	104,646,886	102,182,821	101,012	102,283,834	2,037,522		104,321,457	325,429	0.3%	97.7%	98.0%

THPRD Bond Capital Program
Funds Reprogramming Analysis - Based on Category Transfer Eligibility
As of 02/28/2022

	Category (Over) Under Budget
Limited Reprogramming	
Land: New Neighborhood Park	-
New Community Park	-
New Linear Park	-
New Community Center/Park	-
	-
	-
Nat Res: Restoration	-
Acquisition	-
	-
	-
All Other	
New Neighborhood Park Dev	-
Neighborhood Park Renov	-
New Community Park Dev	-
Community Park Renov	-
New Linear Parks and Trails	-
Athletic Field Development	-
Deferred Park Maint Replace	-
Facility Rehabilitation	-
ADA	-
Facility Expansion	-
Bond Admin Costs	325,429
	325,429
	325,429
Grand Total	325,429



MEMORANDUM

Date: March 29, 2022
 To: Board of Directors
 From: Olivia Tsujimura, Accounting and Budget Manager
 Re: **System Development Report for February 2022**

The Board of Directors approved a resolution implementing the System Development Charge program on November 17, 1998. Below please find the various categories for SDC's, i.e., Single Family, Multiple Family and Non-residential Development. Also listed are the collection amounts for both the City of Beaverton and Washington County, and the 2.6% handling fee for collections through February 2022. This report includes information for the program for fiscal year to date.

Current Rate per Unit		With 2.6% Discount	Current Rate per Unit		With 2.6% Discount
Single Family			Multi-Family		
North Bethany	\$ 14,043.00	\$ 13,677.88	North Bethany	\$ 10,533.00	\$ 10,259.14
Bonny Slope West	11,787.00	11,480.54	Bonny Slope West	8,840.00	8,610.16
South Cooper			South Cooper		
Mountain	11,787.00	11,480.54	Mountain	8,840.00	8,610.16
Other	11,787.00	11,480.54	Other	8,840.00	8,610.16
Accessory Dwelling			Senior Housing		
North Bethany	5,712.00	5,563.49	North Bethany	7,860.00	7,655.64
Other	4,794.00	4,669.36	Other	6,597.00	6,425.48
Non-residential					
Other	466.00	453.88			

City of Beaverton Collection of SDCs		Gross Receipts	Collection Fee	Net Revenue
15	Single Family Units	\$ 175,846.74	\$ 2,931.42	\$ 172,915.32
92	Multi-Family Units	990,840.00	15,853.44	974,986.56
26	Accessory Dwelling Units	206,116.16	3,345.80	202,770.36
289	Non-residential	171,235.36	4,159.94	167,075.42
422		\$ 1,544,038.25	\$ 26,290.59	\$ 1,517,747.66

Washington County Collection of SDCs		Gross Receipts	Collection Fee	Net Revenue
258	Single Family Units	\$ 3,389,411.52	\$ 65,122.83	\$ 3,324,288.69
(9)	Less SFR Credits	(123,565.55)	(2,384.51)	(121,181.04)
56	Multi-Family Units	290,638.67	7,605.31	283,033.36
5	Accessory Dwelling Units	31,947.99	608.31	31,339.68
(1)	Less ADU Credits	(6,776.00)	(108.42)	(6,667.58)
-	Non-residential	17,353.10	277.65	17,075.45
-	Processing fee for waived units	-	-	(450.00)
309		\$ 3,599,009.73	\$ 71,121.17	\$ 3,527,438.56

Recap by Agency		Percent	Gross Receipts	Collection Fee	Net Revenue
422	City of Beaverton	30.08%	\$ 1,544,038.25	\$ 26,290.59	\$ 1,517,747.66
309	Washington County	69.92%	3,599,009.73	71,121.17	3,527,438.56
731		100.00%	\$ 5,143,047.98	\$ 97,411.76	\$ 5,045,186.22

System Development Charge Report, February 2022

Recap by Dwelling

	<u>Single Family</u>	<u>Multi-Family</u>	<u>ADU</u>	<u>Non-Resident</u>	<u>Total</u>
City of Beaverton	15	92	26	289	422
Washington County	249	56	4	-	309
	264	148	30	289	731

Total Receipts Fiscal Year to Date

Gross Receipts	\$ 5,143,047.98
Collection Fees	(97,411.76)
	<u>\$ 5,045,636.22</u>
Interest	\$ 53,530.34
	\$ 5,099,166.56

Total Payments Fiscal Year to Date

Refunds	\$ -
Administrative Costs	(450.00)
Project Costs -- Development	(1,094,170.32)
Project Costs -- Land Acquisition	(124,781.04)
	<u>(1,219,401.36)</u>
	\$ 3,879,765.20

Beginning Balance 7/1/21	31,794,151.85
Current Balance	\$ 35,673,917.05

Recap by Month, FY 2021/22

	<u>Net Receipts</u>	<u>Expenditures</u>	<u>Interest</u>	<u>SDC Fund Total</u>
July	\$ 1,411,758.99	\$ (152,826.50)	\$ 7,555.95	\$ 1,266,488.44
August	1,352,527.35	(250,316.69)	7,261.69	1,109,472.35
September	723,829.87	(115,860.01)	7,542.95	615,512.81
October	252,140.68	(306,803.27)	7,586.85	(47,075.74)
November	207,076.37	(114,068.99)	7,190.23	100,197.61
December	383,810.45	(54,327.61)	2,776.10	332,258.94
January	293,443.23	(158,981.29)	6,407.90	140,869.84
February	420,599.28	(65,767.00)	7,208.67	362,040.95
March	-	-	-	-
April	-	-	-	-
May	-	-	-	-
June	-	-	-	-
	\$ 5,045,186.22	\$ (1,218,951.36)	\$ 53,530.34	\$ 3,879,765.20

Beginning Balance 7/1/21	31,794,151.85
Current Balance	\$ 35,673,917.05

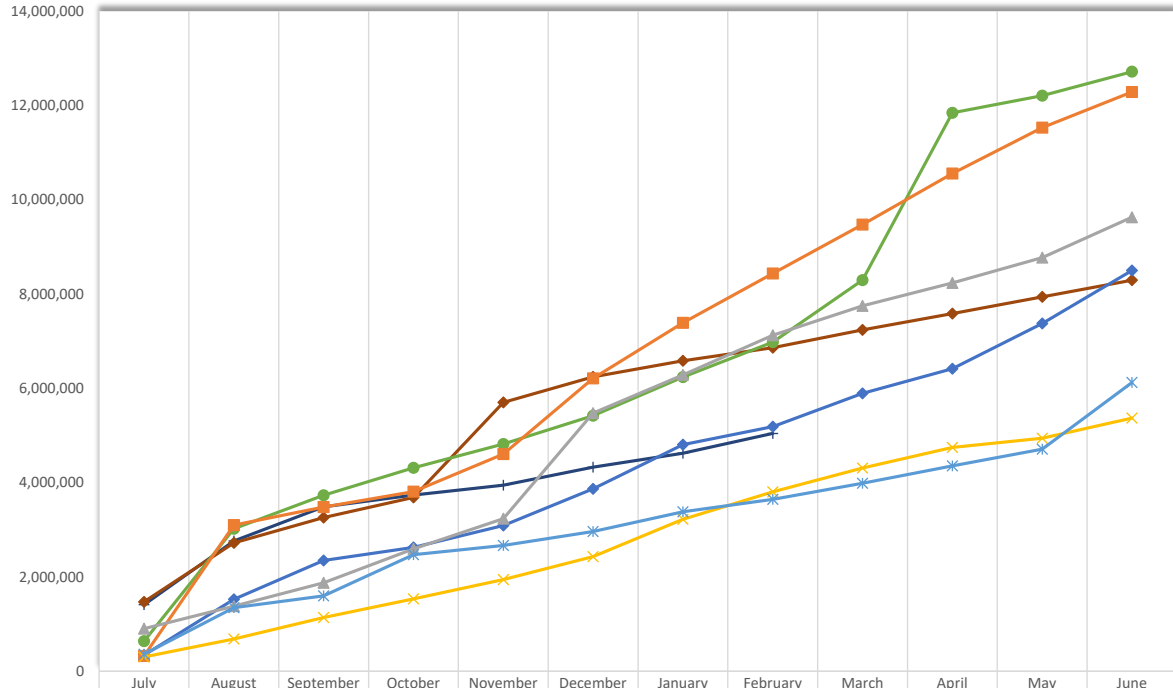
Recap by Month, by Unit

	<u>Single Family</u>	<u>Multi-Family</u>	<u>Non-Residential</u>	<u>ADU</u>	<u>Total Units</u>
July	61	46	277	-	384
August	52	46	3	26	127
September	55	-	-	1	56
October	17	-	7	-	24
November	14	-	-	-	14
December	8	56	1	-	65
January	23	-	-	1	24
February	34	-	1	2	37
March	-	-	-	-	-
April	-	-	-	-	-
May	-	-	-	-	-
June	-	-	-	-	-
	264	148	289	30	731

Affordable Housing Waivers

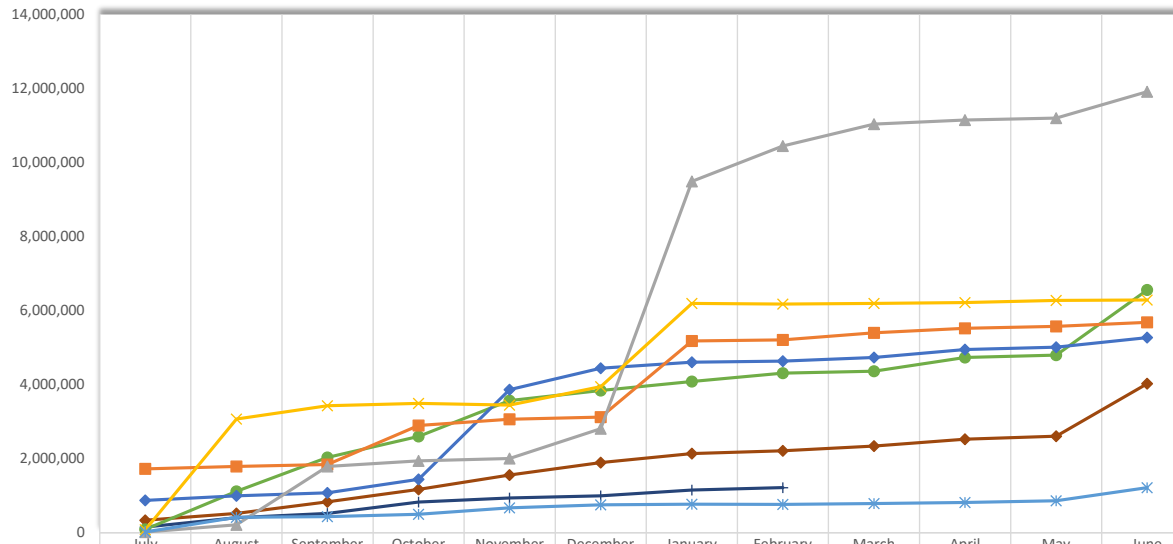
	<u># 100%</u>	<u>Value</u>	<u># 50%</u>	<u>Value</u>	<u>Total Value</u>
February	-	-	-	-	-
Total through 02/2022	<u>-</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>

SDC NET RECEIPTS



	July	August	September	October	November	December	January	February	March	April	May	June
2021/22	1,411,759	2,764,286	3,488,116	3,740,257	3,947,333	4,331,144	4,624,587	5,045,186				
2020/21	1,474,029	2,722,280	3,260,794	3,686,034	5,704,359	6,244,594	6,586,554	6,863,509	7,242,545	7,585,365	7,941,664	8,295,053
2019/20	638,062	3,022,394	3,733,680	4,316,119	4,822,899	5,422,459	6,239,824	6,982,430	8,296,568	11,843,150	12,208,515	12,716,582
2018/19	342,858	1,526,692	2,350,386	2,629,308	3,092,119	3,868,051	4,809,035	5,188,855	5,895,483	6,416,413	7,378,531	8,500,335
2017/18	326,031	3,101,921	3,483,829	3,811,088	4,606,202	6,214,455	7,389,329	8,435,744	9,474,756	10,559,729	11,531,646	12,287,676
2016/17	903,889	1,379,228	1,878,472	2,593,985	3,237,143	5,477,462	6,284,722	7,127,328	7,748,639	8,238,832	8,775,911	9,631,363
2015/16	304,350	686,041	1,141,070	1,534,431	1,943,912	2,433,039	3,224,189	3,808,032	4,310,173	4,749,317	4,943,403	5,370,185
2014/15	362,365	1,349,536	1,598,883	2,472,283	2,666,731	2,962,403	3,381,171	3,646,866	3,989,912	4,358,505	4,711,419	6,125,495

SDC EXPENDITURES



	July	August	September	October	November	December	January	February	March	April	May	June
2021/22	152,827	403,143	519,003	825,806	939,875	994,203	1,153,184	1,218,951				
2020/21	336,745	523,316	836,028	1,170,934	1,557,126	1,895,527	2,135,489	2,216,234	2,340,813	2,524,848	2,606,885	4,026,474
2019/20	90,850	1,117,938	2,033,035	2,599,511	3,566,694	3,844,435	4,082,474	4,311,955	4,361,775	4,734,014	4,796,361	6,557,239
2018/19	872,928	999,047	1,078,920	1,442,729	3,867,881	4,445,802	4,609,342	4,637,284	4,731,854	4,950,818	5,014,841	5,270,778
2017/18	1,724,189	1,789,956	1,841,475	2,898,204	3,062,924	3,123,925	5,183,213	5,210,292	5,399,850	5,524,037	5,573,045	5,683,260
2016/17	17,397	216,457	1,791,314	1,940,738	2,004,685	2,809,485	9,492,291	10,448,244	11,040,465	11,150,105	11,201,202	11,915,292
2015/16	80,138	3,070,662	3,432,293	3,494,999	3,445,262	3,947,129	6,195,515	6,180,111	6,197,206	6,219,324	6,273,167	6,287,671
2014/15	20,804	414,030	431,743	500,058	669,863	751,119	768,766	765,064	790,070	816,214	862,864	1,217,939