City *of* Tigard

Tigard Business Meeting –Agenda

TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD

MEETING DATE AND TIME:	MARCH 14, 2023 - 6:30 p.m. Business Meeting
MEETING LOCATION:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223 - See PUBLIC NOTICE below

PUBLIC NOTICE: In accordance with the City of Tigard's Safety Plan related to COVID-19 and Oregon House Bill 4212, this will be a hybrid meeting where some Council, staff or public will participate in person and some will participate remotely.

How to comment:

- Written public comment may be submitted electronically at www.tigard-or.gov/Comments before noon the day before the meeting.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue. We ask that you plan on limiting your testimony to three minutes.
- You may comment through video through the Teams app. Go to this link to learn how to participate by video: March 14, 2023 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/3330/372).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2419 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVESTREAM ONLINE: https://www.tigard-or.gov/boxcast

CABLE VIEWERS: The City Council meeting will be shown live on Channel 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

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6:30 PM

1. BUSINESS MEETING

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

   D. Call to Council and Staff for Non-Agenda Items

2. PUBLIC COMMENT

   A. Follow-up to Previous Public Comment

   B. Tigard Area Chamber of Commerce

   C. Tigard High School Student Envoy

   D. Update from Police Chief McAlpine

   E. Public Comment – Written

   F. Public Comment – In Person

G. Public Comment – Phone-In

H. Public Comment – Video

3. CONSENT AGENDA: (Tigard City Council) The Consent Agenda is used for routine items including approval of meeting minutes, contracts or intergovernmental agreements. Information on each item is available on the city's website in the packet for this meeting. These items may be enacted in one motion without separate discussion. Council members may request that an item be removed by motion for discussion and separate action.

A. IGA WITH ODOT FOR TEMPLETON ELEMENTARY/TWALITY MIDDLE SCHOOL SAFE ROUTES TO SCHOOL PROJECT

- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*

4. WASHINGTON COUNTY SHERIFF REPORT **6:50 p.m. estimated time**

5. LOCAL CONTRACT REVIEW BOARD: RESERVOIR 18 AND PUMP STATION GMP (GUARANTEED MAXIMUM PRICE) CONTRACT AMENDMENT **7:05 p.m. estimated time**

6. PUBLIC HEARING: CONSIDER RESOLUTION TO ADD RECYCLE PLUS TO SOLID WASTE HAULER SERVICES **7:10 p.m. estimated time**

7. CONSIDER RESOLUTION FOR PROPERTY TAX EXEMPTIONS FOR NON-PROFIT, LOW-INCOME PROPERTIES **7:15 p.m. estimated time**

8. PUBLIC HEARING: CONSIDER ORDINANCE CORRECTING VARIOUS STREET NAMES **7:30 p.m. estimated time**

9. TIGARD MADE UPDATE **7:45 p.m. estimated time**

10. PROCLAMATION PROCESS **8:30 p.m. estimated time**

11. NON-AGENDA ITEMS

12. ADMINISTRATIVE REPORT **8:40 p.m. estimated time**

13. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

14. ADJOURNMENT **8:45 p.m. estimated time**

AIS-5169	**3. A.**
Business Meeting	
Meeting Date:	03/14/2023
Length (in minutes):	Consent Item
Agenda Title:	IGA with ODOT for Templeton Elementary/Twality Middle School Safe Routes to School Project
Authored By:	Courtney Furman
Presented By:	Sr. Project Engineer Courtney Furman
Item Type:	Motion Requested
Public Hearing Legal Ad Required?:	No
Publication Date:	

Information

EXPLANATION OF ISSUE

The purpose of this action is to gain Council approval for the Safe Routes to Schools (SRTS) Templeton/Twality Improvements IGA with ODOT.

ACTION REQUESTED

Staff recommends the Council approve the IGA for the SRTS Templeton/Twality Improvements project.

BACKGROUND INFORMATION

The City of Tigard was awarded $2 million in grant funding for safety improvements at Templeton Elementary/Twality Middle School through the Oregon Department of Transportation (ODOT) Safe Routes to School (SRTS) Construction Grant. The SRTS project will address barriers to students walking and biking to school. Two crosswalks will receive safety enhancements, including McDonald Street/Omara Street/98th Avenue and Sattler Street/96th Avenue. Sections of missing sidewalk will be constructed on 97th Avenue and Sattler Street, as well as a paved pathway through East Butte Heritage Park. These improvements will create a safe, accessible, and continuous pedestrian network around both Templeton Elementary School and Twality Middle School.

ALTERNATIVES & RECOMMENDATION

Staff recommends IGA approval for the SRTS Templeton/Twality Improvements project. Without the IGA approval, the grant funds will not be available.

ADDITIONAL RESOURCES

None

Fiscal Impact

Cost:	none
Budgeted (yes or no):	yes
Where Budgeted (department/program):	CIP#95076 - SRTS Templeton / Twality Improvements

Additional Fiscal Notes:

There is no cost associated with the IGA agreement. The local match is being provided by CIP#95071 - Murdock Street Sidewalk and Stormwater Improvements.

Attachments

SRTS23-19 - City of Tigard IGA

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)

Project Name: Templeton ES / McDonald / Crossing / 22

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon,** acting by and through its Department of Transportation ("ODOT"), and the **City of Tigard**, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the "Availability Termination Date").

2. **Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:

   a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
   b. Exhibit B: **Recipient Requirements**
   c. Exhibit C: **Subagreement Insurance Requirements**

   In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total estimated Project cost is $2,500,000.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed $2,000,000.00 (the "Grant Funds"). Recipient will be responsible for all Project costs not covered by the Grant Funds.

4. **Project.**

   a. Use of Grant Funds. The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4.c.

   b. Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement ("Eligible Costs").

      i. Eligible Costs are actual costs of Recipient to the extent those costs are:

         A. reasonable, necessary and directly used for the Project;

B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs do NOT include:

A. operating and working capital or operating expenditures charged to the Project by Recipient;

B. loans or grants to be made to third parties;

C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or

D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

c. Project Change Procedures.

i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.oregon.gov. The request for change must be submitted before the change occurs.

ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

a. ODOT shall reimburse Recipient for 80% of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.

c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form https://www.cognitoforms.com/ODOT2/srtsreimbursementrequest2 to the SRTSProgramMailbox@odot.oregon.gov and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors.

Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.

d. RESERVED

e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.

f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).

g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient is in compliance with the terms of this Agreement.

iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

h. Recovery of Grant Funds.

i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9.b.i, 9.b.ii, 9.b.iii or 9.b.vi, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

i. Reporting

i. Quarterly Reports. Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to

SRTSProgramMailbox@odot.oregon.gov by the first Wednesday of March, June, September, and December.

ii. Final Report. Recipient shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.oregon.gov that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient's obligation to provide the Final Report will survive Agreement expiration.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

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

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

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

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

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

Recipient may enter into agreements with subrecipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

a. Subagreements.

i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

ii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.

iii. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement Indemnity.

i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

c. Subagreement Insurance.

i. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.

ii. For all Project work that is not on or along a state highway, Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

iv. Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in Paragraphs 8.b and 8.c.

d. Procurements**.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:

i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and

i. All procurement transactions are conducted in a manner providing full and open competition.

e. Self-Performing Work. Recipient must receive prior approval from SRTS Program Manager for any self-performing work.

f. Conflicts of Interest.

i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODOT. ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:

i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;

ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;

iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

vi. If the Project would not produce results commensurate with the further expenditure of funds.

c. Termination by Either Party. Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.

d. Rights upon Termination; **Remedies**. Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

i. 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 ODOT or Recipient 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.

ii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient 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 ODOT on the one hand and of Recipient 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. ODOT'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 ODOT had sole liability in the proceeding.

iii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient 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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient'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.

This Section 10.a shall survive any expiration or termination of this Agreement.

b. Contract-related Indemnification. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement. This Section 10.b. shall survive any expiration or termination of this Agreement.

c. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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

f. No Third-Party Beneficiaries. ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or SRTS Program

Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to SRTS Program Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.

i. Compliance with Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

j. Insurance; Workers' Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

o. Electronic Signatures. Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

The Project was approved on January 12, 2023 by the Strategic Investment Manager.

Signature Page to Follow

CITY OF TIGARD, by and through its elected officials

By_____
(Legally designated representative)

Name_____
(printed)

Date_____

By_____

Name_____
(printed)

Date_____

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

By_____
Recipient's Legal Counsel

Date_____

Recipient Contact:
Hendrik Broekelschen
Safe Routes to School Coordinator
13125 SW Hall Blvd
Tigard, Oregon 97223
(503) 347-5297
hendrikb@tigard-or.gov

STATE OF OREGON, by and through its Department of Transportation

By_____
Public Transportation Division Administrator

Name_____
(printed)

Date_____

APPROVAL RECOMMENDED

By_____
SRTS Program Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By_____
Assistant Attorney General

Date_____

SRTS Program Manager:
Xao Posadas
555 13th Street NE
Salem, Oregon 97301
971-718-6170
Xao.Posadas@odot.oregon.gov

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. SRTS23-19
Project Name: Templeton ES / McDonald / Crossing / 22

A. PROJECT DESCRIPTION

The Project will construct enhanced pedestrian crossings (marked crosswalk, landings and curb ramps, and ped-actuated RRFB) at both SW McDonald St/SW Omara St/SW 98th Ave and SW Sattler St/SW 96th Ave, construct a sidewalk gap (approximately 225 linear feet) on the east side of SW 97th Ave near SW Mountain View Ln and a gap (approximately 350 linear feet) on the north side of SW Sattler St near SW 96th Ave, install roadway lighting at SW Murdock St/SW 97th Ave, install school flashers and upgraded school zone signs on SW 97th Ave/SW 96th Ave, install a sidepath (shared use path) on the north side of SW Murdock Street between SW 97th Avenue and SW 103rd Avenue, and construct a paved pathway (approximately 600 linear feet) through East Butte Nature Park.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 5.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Planning, design, permitting and land acquisition, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4.c of the Agreement, to SRTSProgramMailbox@odot.oregon.gov as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	**Planning, design, permitting and land acquisition.**	9/30/2023
2	**Project completion (Project must be completed within 5 years of agreement execution.)**	5/30/2026

EXHIBIT B
Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify SRTS Program Manager in writing when any contact information changes during the Agreement.

3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.

4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

5. Americans with Disabilities Act Compliance

a. State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):

i. Recipient shall 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, pedestrian-activated signals meet current ODOT Highway Design Manual standards;

ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, 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. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form 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

iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.

v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.

b. Local Roads: For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:

i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.

ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, 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 Curb Ramp Inspection form, available at:

https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx**;**

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project 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.

d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.

b. ODOT may charge for review of work to be performed on or along the state highway. The estimated cost to Recipient will be determined by ODOT in advance and shall be subject to the approval of Recipient prior to the services being rendered.

c. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.

d. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.

e. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").

b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.

c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.

d. This Section 8 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.h ("Recovery of Grant Funds") of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the SRTS Program Manager in writing when the link changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C
Subagreement Insurance Requirements

1. GENERAL.

a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its sub-recipients, contractors or subcontractors ("contractor"): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by 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 the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party. All references to "contractor" in this Exhibit refer to Recipient's contractor as identified in this Paragraph 1.a.

b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.

c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.
All employers, including Recipient's contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than $500,000 each accident. **Recipient's contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

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.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Recipient's contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than $1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the

maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.
The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.
Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

AIS-5164 **4.**

Business Meeting

Meeting Date: 03/14/2023

Length (in minutes): 15 Minutes

Agenda Title: WASHINGTON COUNTY SHERIFF REPORT

Authored By: Carol Krager

Presented By: City Manager Rymer

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Washington County Sheriff Pat Garrett will give an update. There is a slide presentation.

ACTION REQUESTED

No action requested. This is an update on the Sheriff's Office services and commitment to safer communities.

BACKGROUND INFORMATION

The Tigard City Council receives a briefing from the Washington County Sheriff periodically on services provided by the Sheriff's Department.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

Presentation

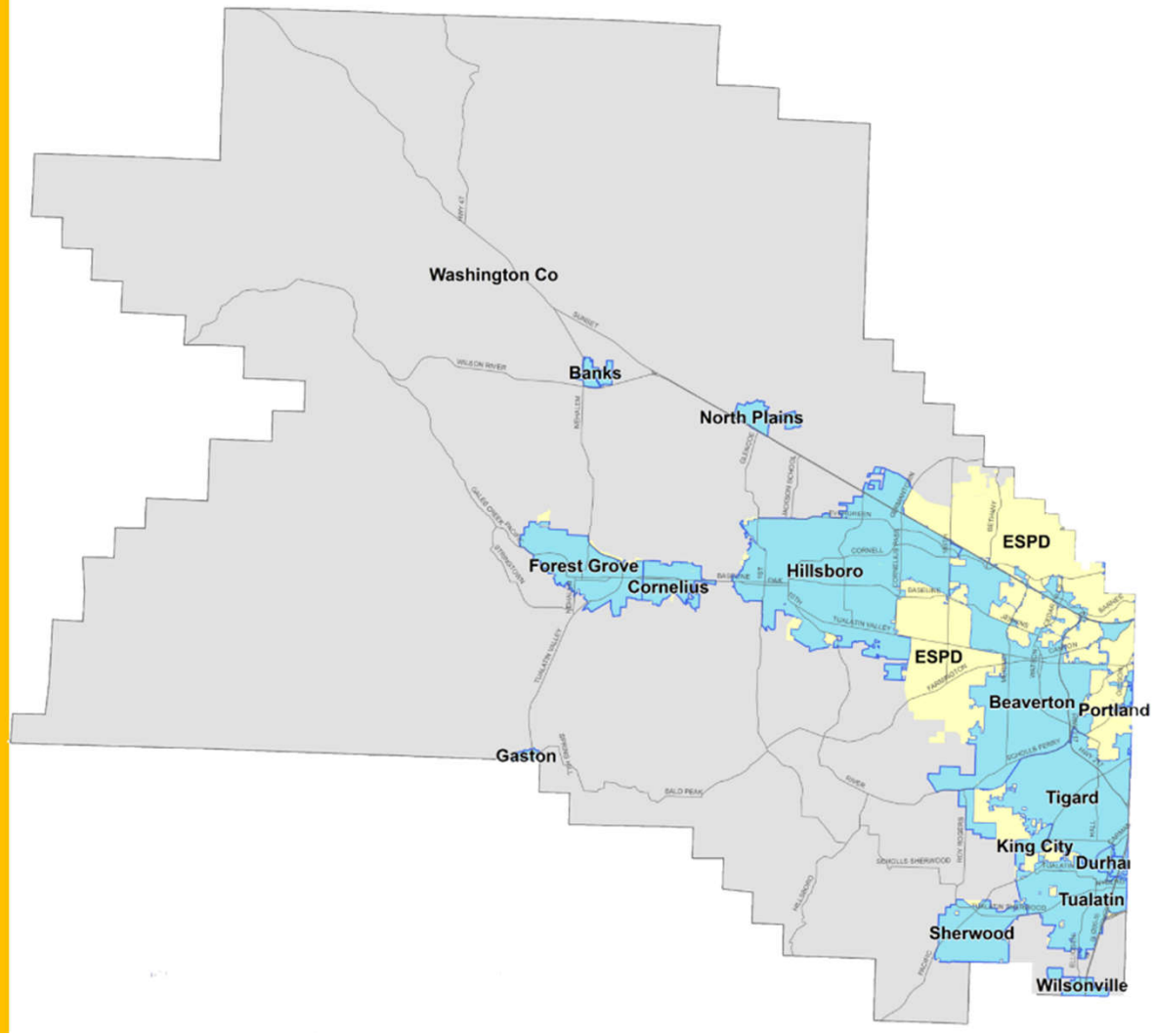


Washington County Sheriff's Office Updates

Tigard City Council

February 21, 2023

Wherever You Live, We Serve You



- About 600 professionals and 275 volunteers
- Manage Washington County's only jail
- Provide county-wide services to 606,976 community members
- Primary first responders for rural, urban unincorporated residents and our municipal contract partners
- Safest major urban county in Oregon*

*Data provided by FBI National Incident Based Report System (NIBRS) Overall Crime Rate for 2021

SHERIFF
WASHINGTON COUNTY



Mission and Values

The Sheriff is the chief executive officer and conservator of the peace of the county (Oregon Revised Statute 206.010)

MISSION: Conserving the peace through values driven services

1. Do your best
2. Do the right thing
3. Treat others the way you want to be treated

STRATEGIC GOALS:

1. Strengthen staff relationships, foster professionalism, and build trust.
2. Be accountable in our commitment to our team and community.
3. Be the safest major urban county in Oregon.
4. Provide excellent customer service.
5. Be financially responsible.

SHERIFF
WASHINGTON COUNTY



Sheriff's Statutory Duties

913 Oregon statutes mention the Sheriff. The general duties of the Sheriff are set out in ORS chapter 206.

- Arrest individuals who commit crimes
- Defend the county against those who riot or endanger the public peace or safety
- **Provide security for State and Justice Courts**
- **Search and Rescue**
- **Operate the County Jail**
- **Execute civil process and court orders**
- **Execute all warrants**
- **Process, issue, deny, revoke concealed handgun licenses**
- **Enforce laws on waterways**

SHERIFF
WASHINGTON COUNTY

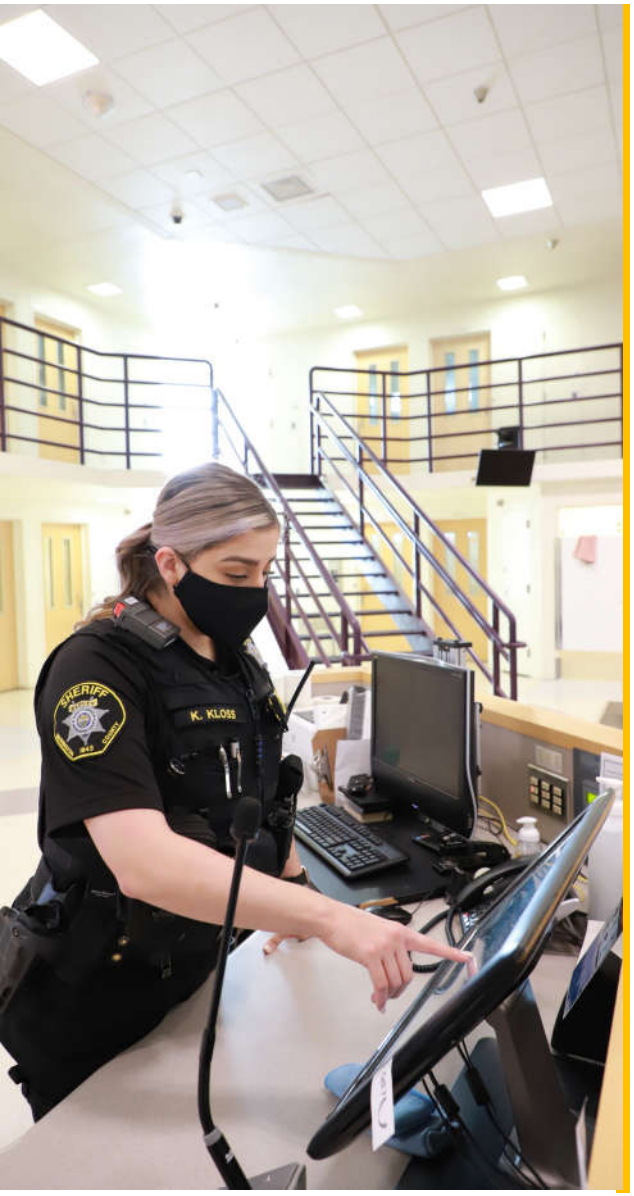
Civil Services

The Sheriff's Office Civil Unit is responsible for booking, serving, and enforcing court orders and documents issued by the courts.

For 2021:

- **6,544 Cases Served**
  - Restraining or protective orders
  - Small claim notices
  - Summons
  - Subpoenas
  - Child support documents
  - Writs of garnishment
  - Foreclosures of real or personal property
  - Writs of assistance
  - Property seizures
  - Other orders of the courts

SHERIFF
WASHINGTON COUNTY



Managing Washington County's Only Jail

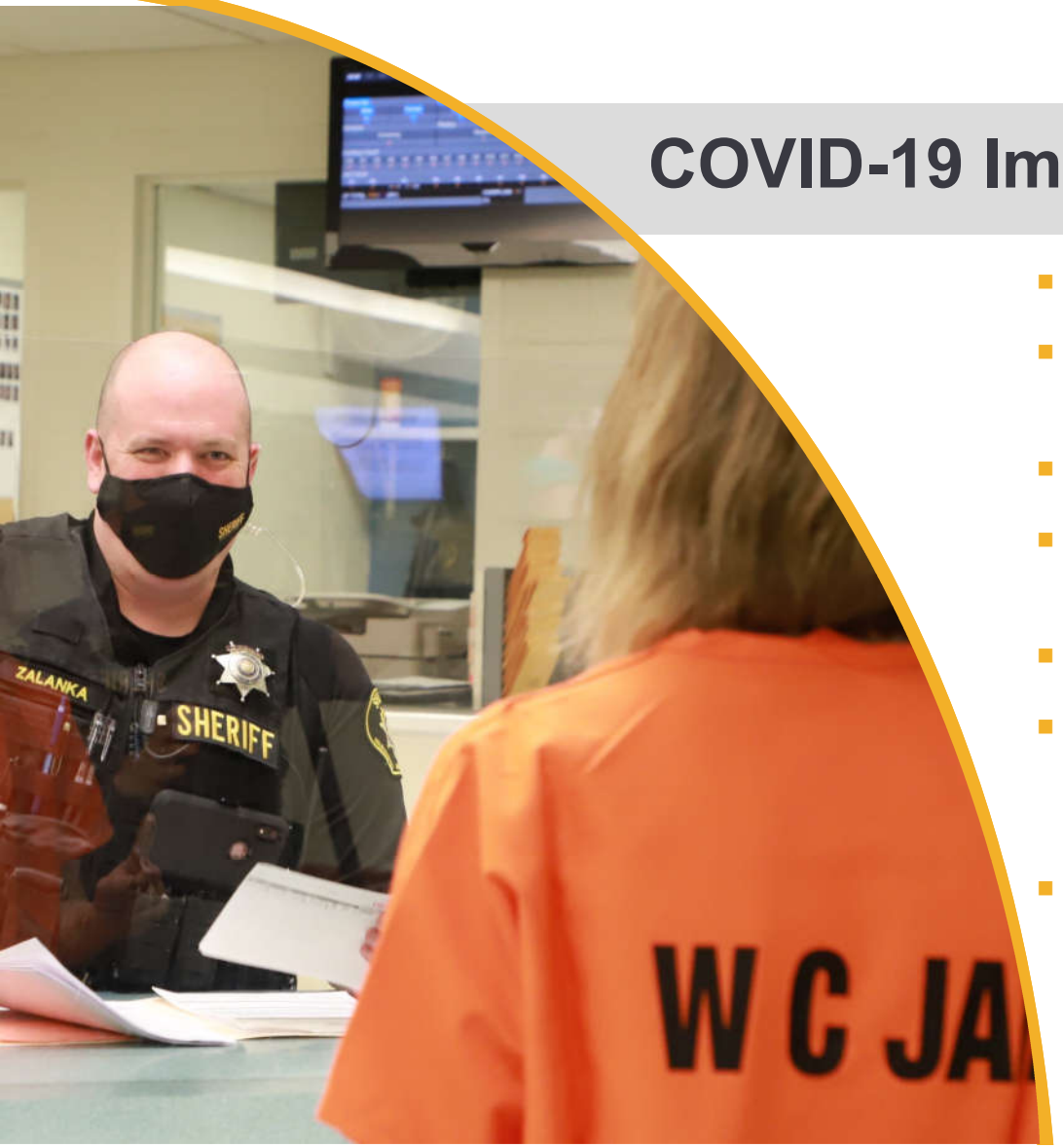
The Washington County jail supports the entire justice system and is a requirement of the Oregon Constitution.

The jail maintains custody of criminal offenders sentenced to a term of incarceration of no more than one year and holds pre-adjudicated individuals the court finds too dangerous for release.

- Jail opened in 1998
- Second smallest jail per 1,000 residents for any county in Oregon
- 572 beds – 508 available beds due to staffing shortage
  - 80 female
  - 24 medical observation
  - 40 segregation
  - 364 general population male
- 10,585 bookings in 2021
- 384 bookings for Tigard in 2021
- 798 bookings for Tigard in 2022

SHERIFF
WASHINGTON COUNTY

COVID-19 Impacts on Jail Management



- Mandatory masking
- Temporary booking restrictions/capacity limitations
- Distancing
- Return to accepting all arrests and warrants in April 2022
- Facilitate defense attorney visits with clients
- Pandemic-caused court slowdown resulted in a higher percentage of dangerous adults in custody
- Increase in jail population with substance use and/or behavioral health issues

SHERIFF
WASHINGTON COUNTY



Navigating Long Term COVID Impacts

- Characteristics and management needs of those in custody make an already challenging job more difficult and have lasting impacts on recruitment and retention
  - Similar justice system pressures on District Attorney, defense bar, Community Corrections, courts
- Services to help reduce recidivism and support transition back to the community
- Robust mental health services
- Substance abuse issues – Narcan response to help address fentanyl threat

SHERIFF
WASHINGTON COUNTY



Interagency Teams Improve Countywide Safety

- Certain calls for service or public safety incidents may require an additional response.
- Interagency response teams support healthy outcomes by:
  - Increase potential for peaceful resolution to incidents with high-risk factors.
  - Better meet the needs of those with mental illness
  - Provide expertise needed for complex investigations.
- Respond to calls anywhere in the County and support police functions of all agencies.

SHERIFF
WASHINGTON COUNTY



Interagency Teams Improve Countywide Safety

Multi-agency teams respond together to all high-risk public safety issues

- **Tactical Negotiations Team (TNT)** - conserve public safety during hazardous situations where conventional police tactics or equipment may be inadequate
- **Crisis Negotiation Unit (CNU)** – create peaceful solutions by establishing rapport with person or persons in crisis

2021 Countywide Activations

TNT	128
CNU	86
Individuals Detained	124
Use of Force Resulting in Injury	1

SHERIFF
WASHINGTON COUNTY



Criminal Apprehension Team

- The highly trained deputies assigned to CAT track and arrest offenders wanted for serious felony crimes.
- The team verifies the 2,011 registered sex offenders currently in the county remain in compliance with the laws and their registration requirements.
- The combined effort of patrol deputies and this team's hard work improve community safety and maintain offender compliance.

Criminal Apprehension Team (CAT) 2021 Activity

Home Visits	1,160
Arrests	332

SHERIFF
WASHINGTON COUNTY



Mental Health Response Team (MHRT)

- MHRT **includes a deputy and a Master's level mental health clinician** paired together.
- As a team, there is more opportunity for problem-solving on scene; minimizing the risk of a situation escalating; help those in crisis get medical attention, often instead of being taken to jail.
- Partnership with Behavioral Health and Lifeworks NW
- After 10 years of serving the County, MHRT grew from four to eight teams.
  - Hillsboro, Beaverton, Tualatin/Tigard/Sherwood, TriMet

2021 MHRT Calls For Service

MHRT Calls for Service	**2,472**
Patrol Calls with MHRT Support	**1,608**
Tigard Calls with MHRT	**200**

Out of 2,472 MHRT calls for service, 16 (0.6%) incidents involved the use of force.

SHERIFF
WASHINGTON COUNTY



Supporting a Safe Community

- August 2021 – CNU responded to a suicidal subject on railroad trestle. The subject was safely taken into custody after four hours of negotiation.
- May 2022 – WCSO ROVT responded to support Tigard police on a call regarding a disturbance with a weapon.
  - Two suspects had assaulted the victim with a handgun
  - Both suspects had fled the area – one located quickly
  - Utilizing a thermal drone, the ROVT operator located the subject in a swampy area near the incident underneath a log
  - Subject ran from the area and ROVT operator was able to dispatch the direction of travel to K-9 team and other officers who arrested the subject without incident

SHERIFF
WASHINGTON COUNTY





THANK YOU

SHERIFF
WASHINGTON COUNTY

AIS-5165 **5.**

Business Meeting

Meeting Date: 03/14/2023

Length (in minutes): 5 Minutes

Agenda Title: RESERVOIR 18 AND PUMP STATION GMP (GUARANTEED MAXIMUM PRICE) CONTRACT AMENDMENT

Authored By: Shasta Billings

Presented By: Senior Project Engineer Billings

Item Type: Motion Requested
Local Contract Review Board

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

The purpose of this action is to approve an amendment to the contract with Emery & Sons Construction Group, LLC (Emery) for the Guaranteed Maximum Price (GMP) on the Reservoir 18 and Pump Station project in the amount of $28,987,700.

ACTION REQUESTED

Staff recommends the Local Contract Review Board (LCRB) award a contract amendment for the GMP on the Reservoir 18 and Pump Station project to Emery in the estimated amount of $28,987,700 and direct the City Manager to take the steps necessary to execute the contract.

BACKGROUND INFORMATION

An in-depth briefing was provided to Council/LCRB on March 7, 2023, regarding the GMP amendment. A discussion followed where questions were addressed.

Based on the current CIP budget, the funding sources for this project are $24,550,000 from the Water Fund and $9,007,000 from the Water SDC Fund.

ALTERNATIVES & RECOMMENDATION

The LCRB may choose to not enter into this GMP contract amendment with Emery and direct staff to issue a traditional invitation to bid. This would delay the start of the project by several months and likely result in higher construction costs for the project due to the ever-escalating cost of materials.

ADDITIONAL RESOURCES

Attachments

No file(s) attached.

AIS-5167 **6.**

Business Meeting

Meeting Date: 03/14/2023

Length (in minutes): 5 Minutes

Agenda Title: Public Hearing: Consider Resolution to Add Recycle Plus to Solid Waste Hauler Services

Authored By: Cindy Trimp

Presented By: City Attorney Rihala

Item Type: Motion Requested
Resolution
Public Hearing

Public Hearing Legal Ad Required?: Yes

Publication Date:

Information

EXPLANATION OF ISSUE

This resolution would set rates for the Recycle+ program, allowing the City's franchised solid waste haulers to begin collecting expanded recycling items. Recycle+ is a voluntary service for those who choose to participate. Rates will be set at $9.25/per pick up and a monthly fee for service of $2.50/month.

ACTION REQUESTED

Approve the resolution setting rates for the Recycle+ program.

BACKGROUND INFORMATION

In 2022, Pride and Waste Management, the City's franchised solid waste haulers, proposed a Recycle+ service to align with similar programs rolling out throughout Washington County and the Metro region. Since September, four more Washington County jurisdictions have begun offering Recycle+ services. In Washington County, the jurisdictions that currently have Recycle+ available include: Unincorporated Washington County, Sherwood, Beaverton, King City, Durham, and North Plains. Following the September 27, 2022, Council meeting in which Council directed staff to evaluate recycling options for the City, Tigard staff had had numerous discussions with service providers, including with Pride and WM, as to how to best meet Tigard's needs. This updated proposal includes an addition of a quarterly specialty recycling/reuse item, coordinated with Washington County.The Recycle+ proposal includes an optional enhanced recycling service for any Tigard residents who choose to participate. Specifically, the program would include:

- Quarterly specialty recycling/reuse items, coordinated with Washington County. January's item, for example, was string lights (Christmas lights) for recycling.
- Materials collected: #1 PET clamshells (berry containers), film plastics (plastic grocery bags and wrap), compactor fluorescent light bulbs, and textiles (beyond their useful life, not worthy of donation).
- Collection fee for each scheduled pick up: $9.25/pick up.
- Monthly fee for service: $2.50/month.

The Recycle+ program was presented to City Council on February 21, 2023. Council received information

on this program as well as future changes to the recycling industry as a result of recent state legislation.

New rates for Recycle+ will be effective on April 17, 2023. Service is expected to begin by May 1st of this year.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

Resolution

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF TIGARD EXPANDING RESIDENTIAL RECYCLING SERVICES AND TO MODIFY THE FY 2023 FEES AND RATE SCHEDULE.

WHEREAS, the City's franchised solid waste haulers have proposed the Recycle Plus program, offering expanded curbside recycling services of plastic film, #1 plastic clamshells, textiles, and light bulbs to residential customers; and

WHEREAS, Recycle Plus will be an optional program for customers who elect to pay an additional monthly fee of $2.50 plus $9.25 for each collection; and

WHEREAS, expanding recycling options for the City's residential customers is consistent with the City's goals around sustainability and the City has received numerous requests from residents in support of expanded recycling.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Tigard City Council adopts the Recycle Plus program for residential customers in the City as a voluntary, on-call collection service.

SECTION 2: The Tigard City Council sets the fees for the Recycle Plus program at $2.50 per month and $9.25 for each collection and adds these fees to the City's FY 2023 Fees and Rate Schedule. New rates are effective April 17, 2023.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2023.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

AIS-5151 **7.**

Business Meeting

Meeting Date: 03/14/2023

Length (in minutes): 15 Minutes

Agenda Title: Consider Resolution for Property Tax Exemptions for Non-profit, Low-Income Properties

Authored By: Liz Lutz

Presented By: Finance Director Cindy Trimp

Item Type: Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Consider exempting six low-income housing projects/properties owned and operated by Community Partners for Affordable Housing (CPAH), one property owned and operated by Resident Resources, and seven properties operated by REACH Community Development from the City of Tigard's property taxation for 2023, which is allowable under Tigard Municipal Code 3.50.

Community Partners for Affordable Housing owns and operates Greenburg Oaks, Village at Washington Square, The Knoll of Tigard, Red Rock Creek Commons, Woodland Hearth/Land Held for Development, and a single family house at 9330 SW Tangela Court. Resident Resources owns and operates Hawthorne Villa in Tigard. Reach Community Development owns properties in the Dartmouth Crossing development in Tigard and plans to develop them for low-income housing.

ACTION REQUESTED

The City Council is being asked to adopt the resolution to grant exemption from property tax payment under the Tigard Municipal Code 3.50 for the non-profit, low-income housing properties listed above.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

This request comes to the City Council on an annual basis.

Public Involvement

Passage of this resolution will continue the city's work of providing financial relief for low-income housing development and those that own properties in development.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

There is a fiscal impact to the city. Attached is the loss of property tax revenue from passage of this resolution, which affects the city's General Fund.

ALTERNATIVES & RECOMMENDATION

Do not approve this resolution.

ADDITIONAL RESOURCES

N/A

Fiscal Impact

Cost:	$372,081
Budgeted (yes or no):	No
Where Budgeted (department/program):	N/A

Additional Fiscal Notes:

The fiscal impact of this resolution is that the city will not receive $372,081 General Fund property tax revenue.

Attachments

Resolution
Fiscal Impact Graph
CPAH CD Report
Hawthorne Villa-CD Report
Reach CD Report
Hawthorne Villa-Resident Res application
Reach Application
Greenburg Oaks application
Red Rock Creek application
Knoll at Tigard application
Tangela single family application
Village at Washington Sq application
Woodland Hearth application

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 23-

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER TIGARD MUNICIPAL CODE SECTION 3.50 FOR SIX NON-PROFIT LOW-INCOME HOUSING PROJECTS OWNED AND OPERATED BY COMMUNITY PARTNERS FOR AFFORDABLE HOUSING (CPAH), ONE RESIDENT RESOURCS PROPERTY AND SEVEN LOTS OPERATED BY REACH COMMUNITY DEVELOPMENT.

WHEREAS, Tigard Municipal Code (TMC) section 3.50 provides procedures for application and consideration on non-profit corporation low-income housing project exemptions from property taxes; and

WHEREAS, the TMC requires application for exemption be filed with the city by March 1; and

WHEREAS, Community Partners for Affordable Housing is a qualified non-profit organization, filed a request by March 1, 2023, for exemption from property taxes for six low-income housing projects, and meets all the applicable criteria for exemption in TMC 2.50, and

WHEREAS, Reach Community Development Corporation is a qualified non-profit organization, filed a request for exemption from property taxes for seven properties purchased March 31, 2021, and meets all the applicable criteria for exemption in TMC 3.50, and

WHEREAS, Resident Resources Oregon is a qualified non-profit organization, filed a request for exemption from property taxes for one property and meets all the applicable criteria for exemption in TMC 3.50; and

WHEREAS, upon review of the applications it was found granting the exemptions would be consistent with the applicable Tigard Municipal Code and also with the adopted city housing policies.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The applicants, Community Partners for Affordable Housing, REACH Community Development Corporation and Resident Resources Oregon qualified for the exemption set forth in Tigard Municipal Code Section 3.50.

SECTION 2: The Finance and Information Services Director is directed to certify to the Assessor of Washington County that the fourteen properties that received exemption in the prior year are:

a. 11750 SW 69th Ave., Tigard
b. 11800 SW 69th Ave., Tigard-absorbed into 11750 SW 69th.
c. 6835 SW Clinton St., Tigard-absorbed into 11750 SW 69th.
d. 11955 SW 68th Ave., Tigard
e. 11950 SW 69th Ave., Tigard
f. 11900 SW 69th Ave., Tigard
g. 6860 SW Clinton St., Tigard
h. Village at Washington Square-11157-11163 SW Hall Blvd., Tigard
i. Single family house located at 9330 SW Tangela Court, Tigard
j. Greenburg Oaks, 11875 SW 91st Avenue, Tigard
k. The Knoll @ Tigard, 12291 SW Knoll Drive, Tigard

l. Red Rock Commons Apartments, 11090 SW 68th Parkway, Tigard
m. Woodland Hearth Apartments, 11655 SW Pacific Hwy, Tigard
n. Hawthorne Villas, 7705 SW Pfaffle, Tigard

SECTION 3: The Finance Director is informing the Assessor of Washington County that the City of Tigard has not dropped exemption of property taxes for any properties that received exemption in the prior year.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2023.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

AIS-Fiscal Impact of Tax Exemption

Property	Taxable Assessed Value*	City of Tigard Tax Rate $2.5131/$1000	City of Tigard Bond Rate $.3374/$1,000	City of Tigard Local Option Rate $.2900/$1,000	Total Tax Rate	Total Property Tax Impact (All Jurisdictions)
Vacant Lot – 11750 SW 69th Ave.	$889,400	$2,235	$300	$257	$17.6090/$1,000	$15,661
Vacant Lot – 11800 SW 69th Ave.	Now absorbed into 11750 SW 69th. Per Wa. Co.					
Vacant Lot – 6835 SW Clinton St.	Now absorbed into 11750 SW 69th. Per Wa. Co.					
Vacant Lot – 11955 SW 68th Ave.	$558,510	$,1403	$188	$162	$17.6090/$1,000	$9,834
Vacant Lot – 11950 SW 69th Ave.	$407,460	$,1024	$137	$118	$17.6090/$1,000	$7,175
Vacant Lot – 11900 SW 69th Ave.	$360,130	$905	$121	$156	$17.6090/$1,000	$6,341
Vacant Lot – 6860 SW Clinton St.	$539,820	$1,356	$182	$156	$17.6090/$1,000	$9,505
Village at Washington Square	$1,390,158	$,3493	$469	$403	$17.6090/$1,000	$24,479
Single Family Home – 9330 SW Tangela Ct.	$322,324	$810	$108	$93	$17.6090/$1,000	$5,675
Greenburg Oaks	$4,951,460	$1,2443	$558	$1,435	$17.6090/$1,000	$87,190
The Knoll @ Tigard	$3,147,993	$,7911	$1,670	$912	$17.6090/$1,000	$55,433
Red Rock Creek Commons	$3,121,699	$7,845	$1,053	$905	$17.6090/$1,000	$54,970
Woodland Hearth	$514,805	$1,294	$174	$149	$17.6090/$1,000	$9,065
Hawthorne Villa	$4,916,422	$12,355	$1,659	$1,425	$17.6090/$1,000	$86,573
Total Impact	$21,130,181	$53,102	$7,129	$6,127	$17.6090/$1,000	$372,081

*Because these properties have been exempted from property taxation in the past, Washington County does not show a current assessed value. These values are based on the Washington County ratio of assessed vs. real market value for all properties. Land ratio is .599; Residential property ratio is .514 and apartment building ratio is .306.

- Tigard tax rate determined by City of Tigard and City of Tigard-After (bonds) and Local Option-(2.5131+0.3374+.2900)
- Total tax rate located in Washington Co Listing by Tax Code 023.66 and includes school (operating), general gov (operating) and excluded from limitation.

City *of* Tigard
Memorandum

To: Cindy Trimp, Finance and Information Services Director

From: Schuyler Warren, Senior Planner

Re: CPAH 2023 Applications for Tax Exemption

Date: March 6, 2023

Community Partners for Affordable Housing (CPAH) has submitted separate applications for low-income housing tax exemptions for each of the six properties it owns inside the city. The five developed properties include the 26-unit Village at Washington Square, the 84-unit Greenburg Oaks, the 48-unit Knoll at Tigard senior housing project, the 48-unit Red Rock Creek Commons, and a four-bedroom single family house located two blocks from the Greenburg Oaks units at 9330 SW Tangela Court.

CPAH is also applying for a tax exemption for land owned and held for the purpose of developing affordable housing. This property is located at 11655 SW Pacific Highway, tax lot ID 1S136CA11700.

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

CPAH submitted with their applications a copy of an Internal Revenue Service letter, dated March 11, 1999, verifying that CPAH qualifies as a 501(c)(3) organization. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

CPAH has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state, or local government for a public purpose. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

Documents submitted by CPAH demonstrate that in the case of all four of its developed projects, tenant income is verified upon application and is re-certified on an annual basis. Residents may remain in their units as long as they demonstrate qualifying income at entry. Continued eligibility is determined with household income at or below 60% of the area median income (AMI). Within each of its applications, CPAH certifies that all residents served by the four properties in question earn at or below the 60% of AMI.

The property at 11655 SW Pacific Highway is held for the purpose of future development as low-income housing.

This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

CPAH is applying for full exemption at all five properties. CPAH has submitted documents demonstrating that all five properties are fully dedicated to nonprofit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050.

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

CPAH-owned properties have qualified for tax exemption every year since 1996. According to the applications submitted exemption, no changes in circumstances have occurred that would disqualify the non-profit housing provider from continuing to receive the exemption.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to CPAH is consistent with the applicable TMC standards and with adopted city housing policies.

City *of* Tigard
Memorandum

To: Cindy Trimp, Finance and Information Services Director

From: Schuyler Warren, Senior Planner

Re: Hawthorne Villa 2023 Application for Tax Exemption

Date: March 6, 2023

Resident Resources submitted an application for low-income housing tax exemption for the 118-unit Hawthorne Villa, located at 7705 SW Pfaffle Street in the incorporated Metzger area.

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

Resident Resources has submitted a determination letter from the IRS demonstrating that they are a 501(c)(3). Resident Resources, as part of Hawthorne Village Apartments General Partnership, asserts their eligibility for the exemption under TMC section 3.50.020(C) which reads:

C. A partnership will be treated the same as a corporation to which this section applies if the corporation is:

1. **A general partner of the partnership; and**
2. **Responsible for the day to day operation of the property that is the subject of the exemption.**

The applicant submitted a partnership agreement and memorandum of understanding (MOU) as part of their application. These documents demonstrate that the property is owned by Hawthorne Village Apartments, an Oregon general partnership. The partnership is between Hawthorne Villa LLC and Resident Resources, an Oregon nonprofit corporation. Resident Resources is a general partner of the partnership and, according to the MOU, is responsible for the day-to-day operations of the facility. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

The applicant has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed to one or more tax exempt entities within the meaning of Section 501(c)(3) of the Internal Revenue Code, and which have a charitable purpose that is generally similar to the dissolving corporation. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

The applicant provided both a statement and a deed restriction demonstrating that Hawthorne Villa will only rent to households earning at or below 60% of area median income (AMI). The applicant states that compliance with this requirement includes efforts made at the advertising, application, and verification stages. In addition, the applicant has partnered with a compliance consultant, Alexia Consulting, to oversee new resident screening and annual certification. This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

Resident Resources is applying for full exemption at Hawthorne Villa. Resident Resources has submitted documents demonstrating that that the property is fully dedicated to non-profit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

Resident Resources, as a general partner in Hawthorne Village General Partnership, has applied to the city for a tax exemption in previous tax years. The property previously received city tax exemption through Accessible Living Inc. (as part of Hawthorne Villa General Partnership), and Tualatin Valley Housing Partners.

Resident Resources' mission is "to enable low income families of Oregon to find and keep affordable housing." The application states that through a Resident Service Plan (RSP) the nonprofit provides assistance with education, employment, and health services.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to Resident Resources is consistent with the applicable TMC standards and with adopted city housing policies.

City *of* Tigard
Memorandum

To: Cindy Trimp, Finance and Information Services Director

From: Schuyler Warren, Senior Planner

Re: Reach CDC 2023 Applications for Tax Exemption

Date: March 6, 2023

Reach Community Development Corporation (Reach) has submitted an application for low-income housing tax exemptions for set of properties that the organization purchased in 2021 within the corporate limits of the City of Tigard. These properties are held solely for the purpose of site assembly for the development of affordable housing.

Addresses:
11750 SW 69TH AVE
11800 SW 69th Ave
6835 SW Clinton St
11955 SW 68th Ace
11950 SW 69th Ave
11900 SW 69th Ave
6860 SW Clinton St. Tigard

Tax Lots:
2900, 3001 and 3100 of Block 9
6100, 6200, 6300, 6600, and 6700 of Block 12.

Real Property Account #s:
R286112, R286130, R286149 of Block 9
R286443, R286452, R286461, R286498 of Block 12

Tigard Municipal Code (TMC) 3.50.020, Nonprofit Corporation Low Income Housing, provides criteria for considering exemption requests. A review of these criteria follows.

1. The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code.

Reach submitted with their applications a copy of an Internal Revenue Service letter, dated January 18, 2018, verifying that Reach qualifies as a 501(c)(3) organization. This criterion is met.

2. Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

Reach has submitted Articles of Incorporation demonstrating that upon dissolution, the organization's assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state, or local government for a public purpose. This criterion is met.

3. The property is:

a. Occupied by low income persons; or

b. Held for the purpose of future development as low-income housing.

Reach has provided a signed document stating that the properties are being held for the prupose of future development of low-income housing. This criterion is met.

4. The property or portion of the property receiving the exemption, is actually and exclusively used for the purposes described in section 501(c) (3) or (4) of the Internal Revenue Code.

Reach is applying for full exemption at all seven properties. Reach has submitted documents stating that all seven properties are fully dedicated to nonprofit activities. This criterion is met.

5. The exemption has been approved as provided in Section 3.50.050.

This criterion relates to the required city process for handling exemption requests. Section 3.50.050 states the city will determine eligibility for exemption (as is detailed in this report) and send notice of the determination to the County Assessor. This criterion will be met upon approval by City Council.

Conclusion:

Staff has determined that the above-named properties owned by Reach meet the criteria for tax exemption.

The city's Affordable Housing Plan adopted in June 2019 includes tax exemption as one of the city's strategies for facilitating affordable housing in the community.

Therefore, the granting of exemptions to Reach is consistent with the applicable TMC standards and with adopted city housing policies.

City *of* Tigard

February 1, 2023

Resident Resources/Hawthorne Villas GP
C/O William Maxwell
4800 SW Meadows Rd #300
Lake Oswego, OR 97035

RE: Hawthorne Villa

The City of Tigard offers a property tax exemption program for owners or leaseholders of property used to provide affordable housing within the city. Tigard's program, which conforms to State law, is set out in Tigard Municipal Code (TMC) 3.50. I have attached a copy of this section of the code for your information.

TMC 3.50 contains the criteria for qualification for the tax exemption, the application process and the application contents. Applications for tax abatement are due by March 1, 2023.

Please let me know if you have any questions or need any additional information. **In order to expedite your application, please email your application to lizbeth@tigard-or.gov.**

Sincerely,

Tom McGuire
Assistant Community Development Director

THANK YOU. ENCLOSED IS OUR APPLICATION.

PLEASE CALL IF YOU HAVE Q

T.M.

Resident Resources
www.residentresourcesoregon.org
4800 SW Meadows Rd # 300 Lake Oswego, Oregon 97035 Phone 503-534-3777 Fax 503-482-7430

To: City Of Tigard
13125 SW Hall Blvd
Tigard, Oregon 97223

February 21, 2023

Attn: Tom McGuire
Assistant Community Development Director

Application for Tax Abatement
Hawthorne Villas
Located at 7705 SW Pfaffle Street
Tigard, Oregon 97223

A. Property Description
B. Project's Charitable Purpose
C. Certification of Resident Income Levels
D. How Tax Exemption Will Benefit Residents
E. Tax Exempt Status
F. Verification of Information
G. Attachments

A. Property Description

Hawthorne Villa Apartments is located at 7705 S.W. Pfaffle Street in the City of Tigard. The property Is set on 4.76 Acres adjacent to Pacific Highway. The Property is composed of eight apartment buildings with a single family home in front that is currently used as managers home and office with some space used for the community room, See Attachment #1 site plan. In these eight buildings there are one hundred eighteen separate apartments consisting of sixty two one bedroom apartments that are approximately six hundred five square feet, twenty one, one bedrooms that are approximately six hundred eight five square feet, five two bedrooms one bath at approximately seven hundred ninety square feet and thirty studio apartments that are three hundred sixty square feet. The property is restricted to low income families who make 60% of the average medium income for Washington County.

The project has recently been purchased by a respected local property owner (see attachment #2) who plans to maintain the affordability component to the property. His name is Rajiv Jain. He collectively owns and manages over eight hundred apartments in several states. Over three hundred of those apartments participated in section 42 restricted rent housing program. He resides in Portland and is committed to socially responsible ownership of all his properties. He has partnered with Resident Resources to create a safe and secure environment for these valued individuals whom need affordable housing. All the properties that Mr. Jain owns are well maintained with responsible management employees who are compassionate about what they do.

Resident Resources

The property being located within walking distance to many local employers and employment sectors makes it an ideal location for those seeking affordable housing. The transportation needs of the Residents is well met as there are numerous transportation hubs within walking distance including Pacific Highway, the 217 and 5 freeways, bus routes and local rail transportation close by. The residents enjoy that there is adequate vehicle parking (171 parking stalls). This relieves them of the high cost of parking a vehicle. This can foster a sense of independence.

The Apartments business name is Hawthorne Villas Apartments, it is considered a section 42 affordable housing complex also know as Low Income Housing Tax Credit (LIHTC). It is a federal Program created in 1986 under the Federal Tax Reform Act. It accounts for over 90% of the affordable housing in the United States. The nature of the property and location make it an ideal property to receive this tax abatement.

For your records the tax parcel is R282429 in Census Tract 306.00 with a Zoning of R-12. The lot is over 207,000 square feet with multiple garden areas and courtyards. It has several laundry rooms for residents to do their own laundry.

B. **Projects Charitable Purpose**

Resident Resource's mission is to enable low income families of Oregon find and keep affordable housing. Through our resident service plan (RSP) we strive to create an environment in which families feel safe to seek additional assistance in education, employment and health services. We have an open door policy in which all are welcome. Each Resident whom resides or wants to reside at Hawthorne Villas has an appointment with a staff member who helps identify potential needs relating to our core values of affordable housing, continued educational opportunities, employment referral services. We offer mediation assistance with the ownership/management to prevent evictions that may lead to homelessness. Our many health and social services contacts and referrals are a great resource for the residents with a focus on confidential assistance.

Our commitment to the Citizens of Tigard and around the state of Oregon has been to maintain an dignified approach to foster a confidential yet friendly approach to the housing needs of families who may need affordable housing. Many Residents face other significant challenges that can be softened with the right approach. This is done while maintaining the integrity of the property both materially and physically. Creating a safe environment for all Residents is our highest Priority.

Hawthorne Villas Ownership has made a significant commitment to fund Resident Services to a level where each resident can have a personal touch that will encourage them to use our services if needed. The tax abatement will go a long way to helping these fine Citizens of Tigard.

C. **Certification Of Resident Income Levels**

Hawthorne Villas is a rent restricted apartment complex that will only rent to individuals or families whom make at 60% or below of Washington County Area Medium Income. This compliance is achieved with our advertising, application process, verification process. A second oversight to insure our compliance we have partnered with expert Alexia Consulting whom is approved by the State of Oregon. They are experts in compliance and monitoring in this area, over seeing each and new Resident as well as a yearly audit of each Resident File and our record keeping. The property will rent restricted for at least the next 12 years. See Attachment #4

Resident Resources

D. How Tax Exemption will Benefit Residents

With this tax exemption we are able to maintain the low income and affordability component to this property. The Tax exemption also allows us to fund Resident Resources thus reducing Homelessness in the City of Tigard as well as providing valuable services for some families who most need it. Through our efforts and management style we have consistently reduced police contacts with Residents which reduces costs to the City. The tax exemption allows us to staff a position which takes some of the burden off of the City of Tigard's resources. The exemption is used to create a safer, healthier more stable environment for Low Income Families.

E. Tax Exempt Status

Resident Resources is a Domestic Non Profit Public Benefit Corporation Registered in the State of Oregon. Registration #118973395 Certificate of Existence attached as attachment #3 Our Non Profit is formed in the State of Oregon and follows federal guidelines for 501 (c) (3). Our EIN number is #81-1513248 Our Corporation is organized exclusively for charitable, religious educational or scientific purposes Including for such purposes the making of distributions to organizations that qualify as exempt by the Internal Revenue Service, or the corresponding section of any future federal tax code. Resident Resources is a general partner with Hawthorne Villa, an Oregon General partnership and co manages the property.

F. Verification of Information

All the information provided above including attachments below are accurate and complete. Hawthorne Villa an Oregon General partnership is co-managed by Hawthorne Villa GP LLC and Resident Resources. I do so attest to its truthfulness and certify it.

William S. Maxwell

William S. Maxwell President Resident Resources

State Of Oregon

Date 02/21/2023

County Clackamas

This record was acknowledged before me on (date) 02/21, 2023 by

(name(s) of individual(s) William S. Maxwell.

OFFICIAL STAMP
YADIRA ROXANA GUZMAN
NOTARY PUBLIC-OREGON
COMMISSION NO 1022361
MY COMMISSION EXPIRES MARCH 22, 2026

Notary Public State of Oregon

Signature

Yadira R. Guzman

Name

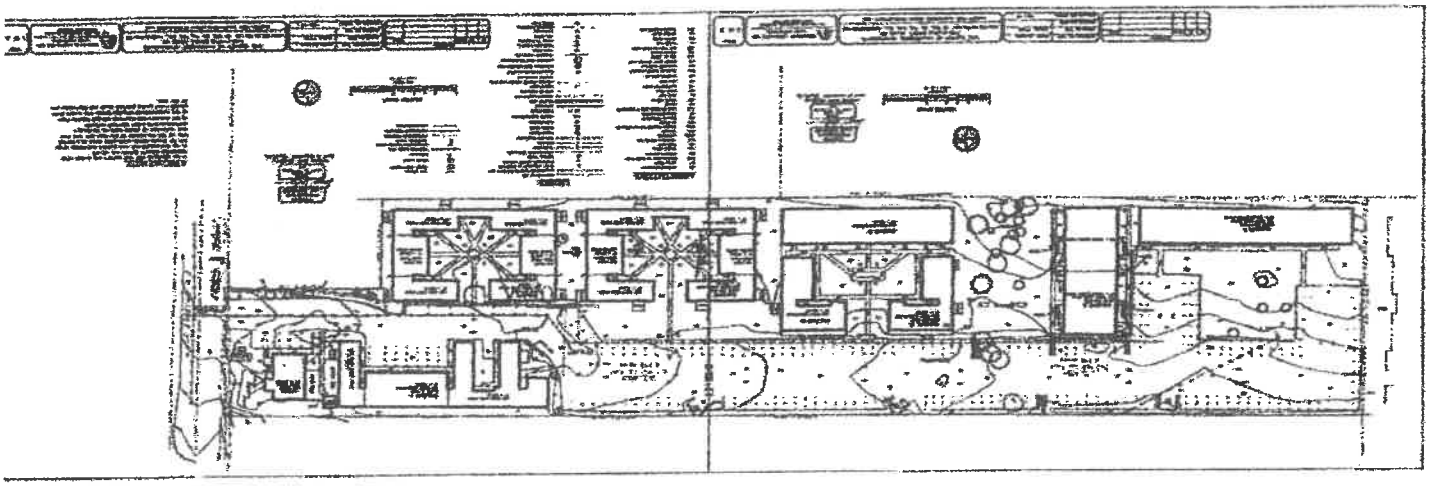
Official Seal

Resident Resources

G. Attachments
   1. Site Survey
      a. Building A
      b. Building B
      c. Building C
      d. Building D First floor
      e. Building D Second floor
      f. Building E
      g. Building F

   2. Oregon Certificate of Existence
   3. State of Oregon Amended Annual Report
   4. Certification of Low Income Housing Restriction
   5. IRS Certificate of 501 3 (c)

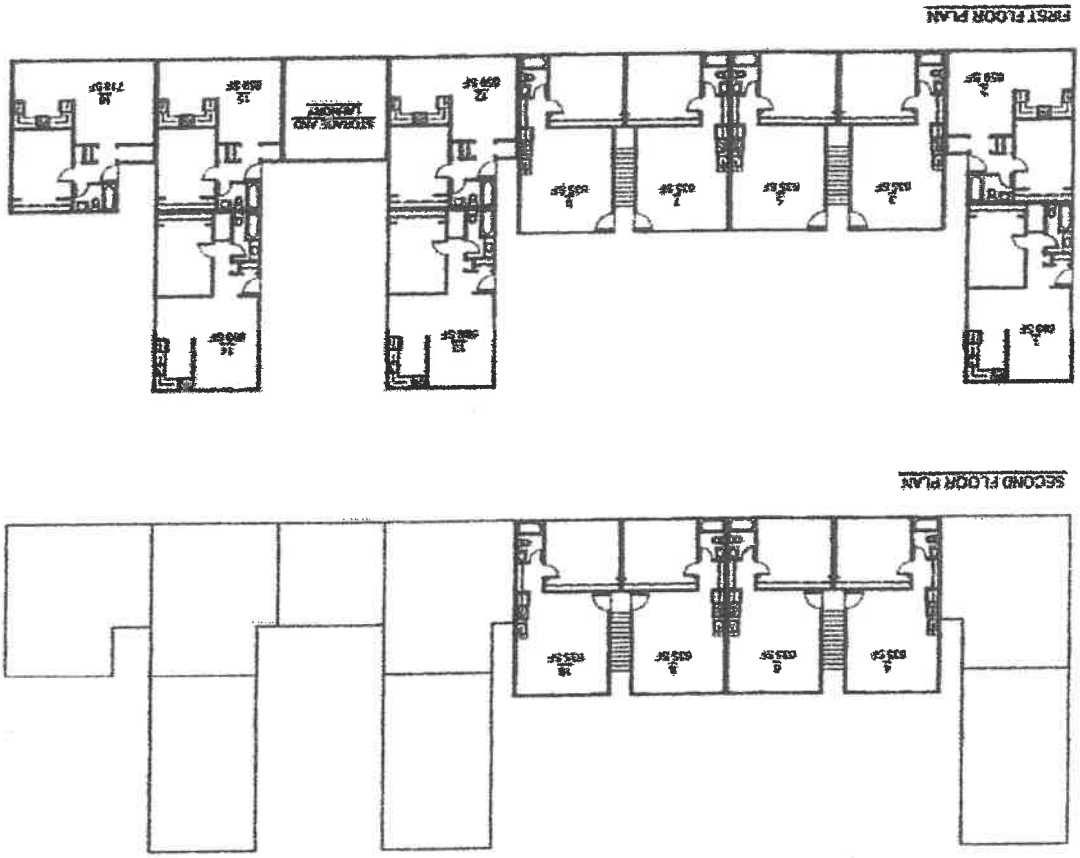
Attachment F. 1 Site Survey



Attachment F. a. Building A

BUILDING A
HAWTHORNE VILLA APARTMENTS

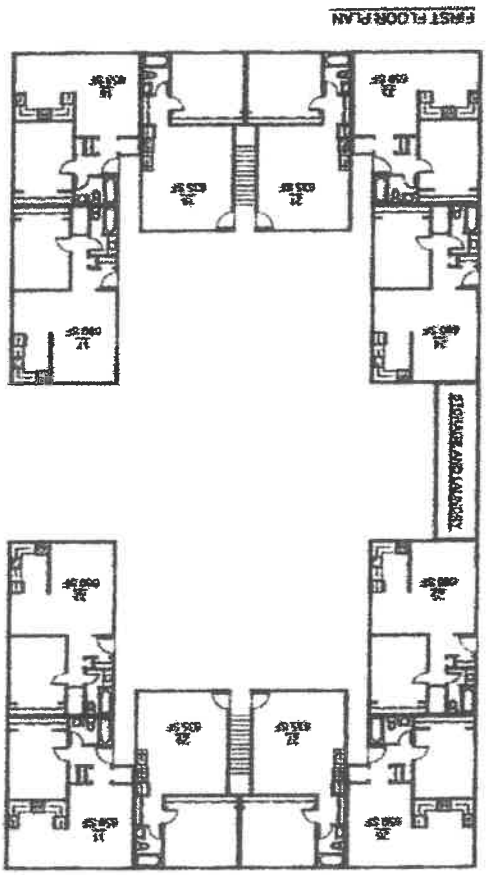
15 UNITS
10,567 GSF

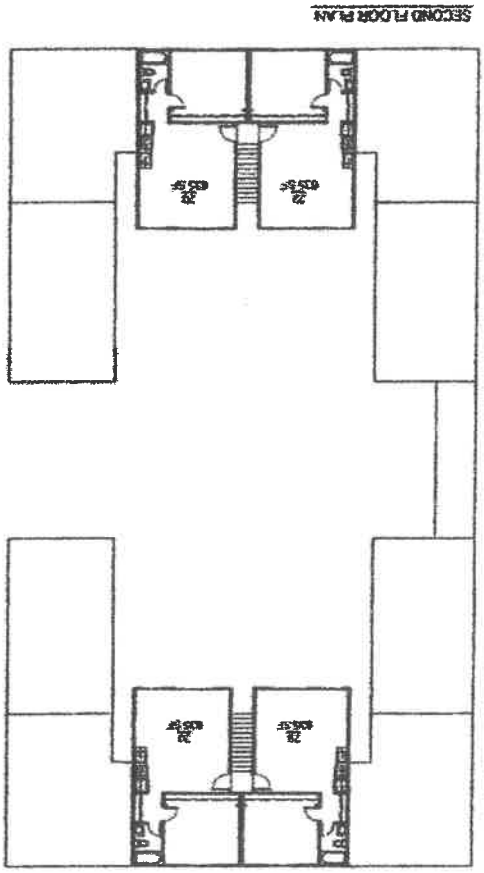


Attachment F. b. Building B

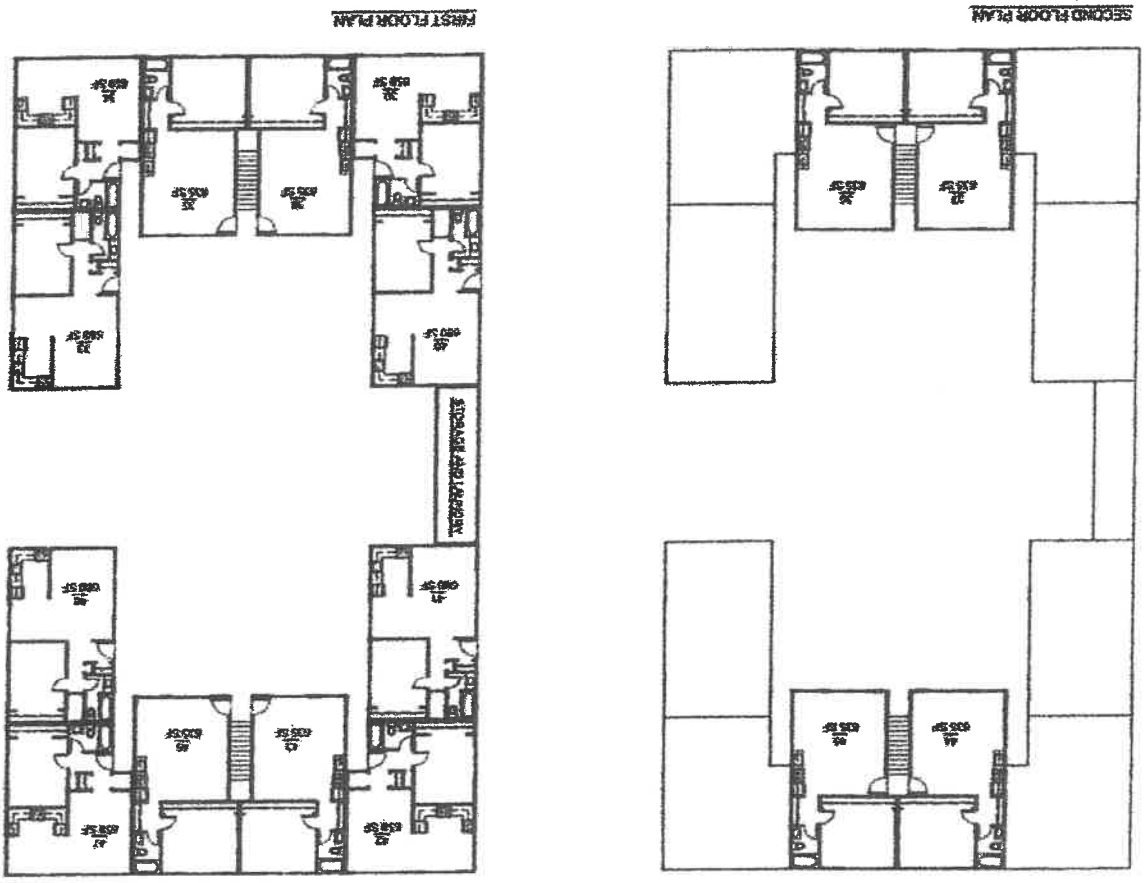
BUILDING B
HAWTHORNE VILLA APARTMENTS

16 UNITS
11,035 GSF





Attachment F. c. Building C



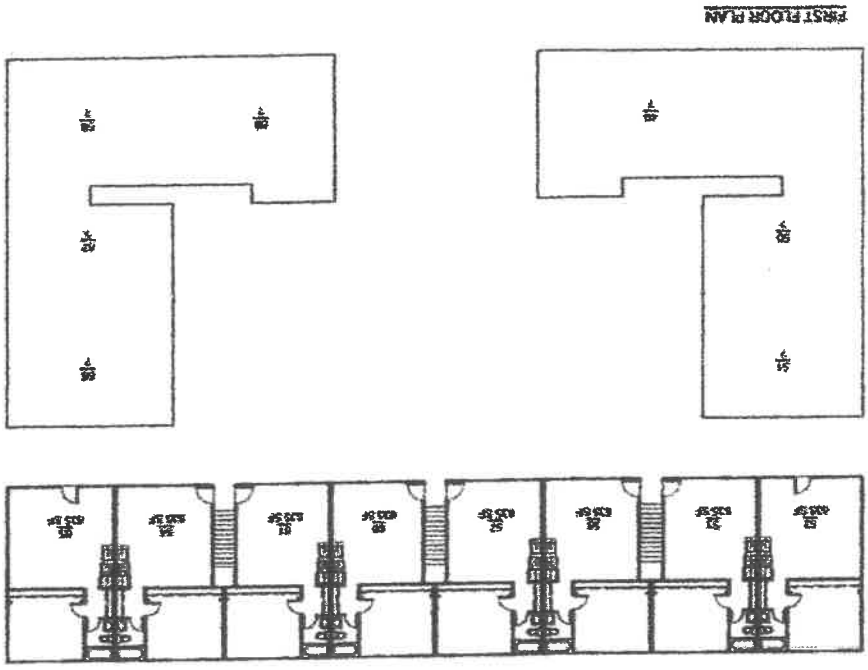
BUILDING C
HAWTHORNE VILLA APARTMENTS

16 UNITS
11,035 GSF

Attachment F. d. Building D

BUILDING D
HAWTHORNE VILLA APARTMENTS

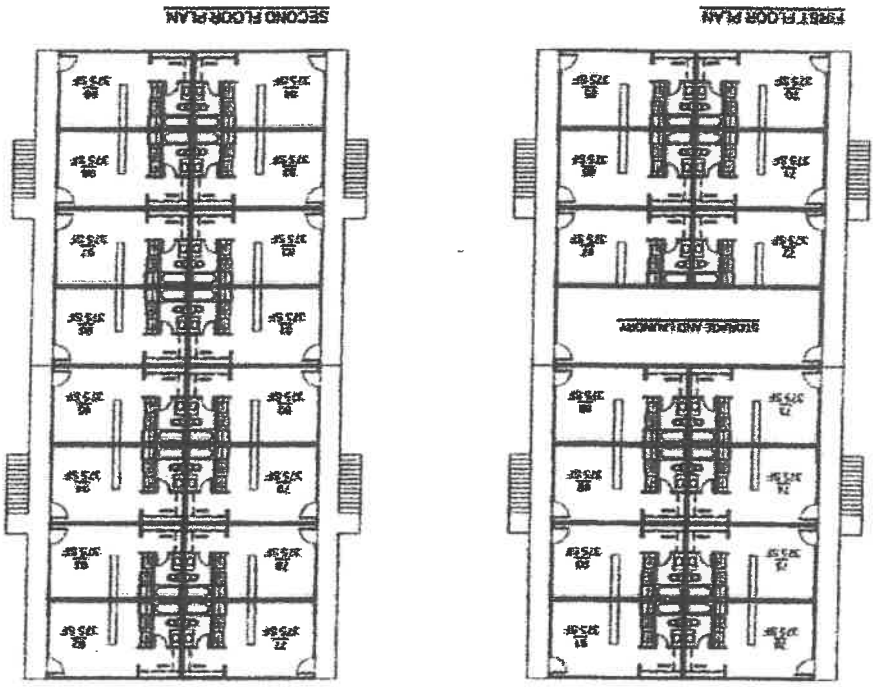
21 UNITS
15,276 GSF



Attachment F. e. Building E

BUILDING E
HAWTHORNE VILLA APARTMENTS

30 UNITS
12,000 GSF

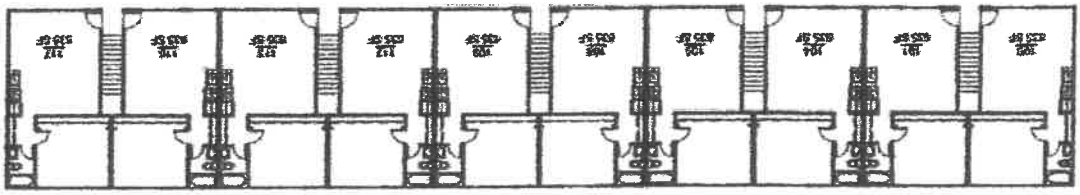


Attachment F. f. Building F

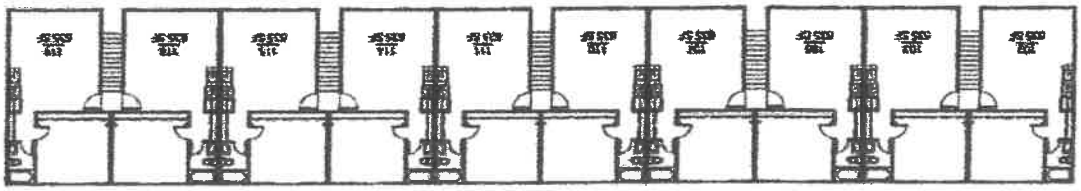
BUILDING F
HAWTHORNE VILLA APARTMENTS

20 UNITS
13,800 GSF

FIRST FLOOR PLAN



SECOND FLOOR PLAN



State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

Certificate of Existence 559V806W6

I, JEANNE P. ATKINS, SECRETARY OF STATE, and Custodian of the Seal of said State, do hereby certify:

RESIDENT RESOURCES

is

a Nonprofit Corporation

under the laws of The State of Oregon

and is active on the records of the Corporation Division as of the date of this certificate.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Jeanne P. Atkins

JEANNE P. ATKINS, SECRETARY OF STATE

2/26/2016

AMENDED ANNUAL REPORT

Corporation Division
www.filinginoregon.com

E-FILED
Feb 20, 2023
OREGON SECRETARY OF STATE

REGISTRY NUMBER

118973395

REGISTRATION DATE

02/19/2016

BUSINESS NAME

RESIDENT RESOURCES

BUSINESS

RESOURCE PROFESSIONAL SERVICES THAT ASSISTS TENANTS IN THE FINDING AND KEEPING AFFORDABLE HOUSING. TO ASSIST TENANTS IN REDUCING RENTAL AND LIVING EXPENSES. TO REDUCE HOMELESSNESS.

MAILING ADDRESS

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

TYPE

DOMESTIC NONPROFIT CORPORATION

PRIMARY PLACE OF BUSINESS

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

JURISDICTION

OREGON

REGISTERED AGENT

WILLIAM MAXWELL

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

PRESIDENT

WILLIAM S MAXWELL

4800 SW MEADOWS RD
#300
LAKE OSWEGO OR 97035 USA

SECRETARY

ANDY K TREVINO

248 GREENRIDGE DR
LAKE OSWEGO OR 97035 USA

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, directors, employees or agents of the corporation on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

WILLIAM MAXWELL

TITLE

PRESIDENT

DATE

02-20-2023

STATE OF OREGON)
County of Washington) ss

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said County, do hereby certify that the within instrument of writing was received and recorded in book/reel/volume of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97032421
Rect: 184112 83.00
04/09/1997 04:02:29pm

1-15

[redacted]

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL
TO:
Oregon Housing and Community
Services Department
1600 State Street
Salem, Oregon 97310
Attn: Kent P. Kaiser

SPACE ABOVE FOR RECORDER'S USE

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT
LOW-INCOME HOUSING TAX CREDIT
DECLARATION OF LAND USE RESTRICTIVE COVENANTS

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS, (this "Declaration"), dated as of April 8, 1997, by HAWTHORNE VILLA LIMITED PARTNERSHIP, and its successors and assigns (the "Owner") is given as a condition precedent to the allocation of low-income housing credits by the Oregon Housing and Community Services Department, a governmental agency of the State of Oregon, together with any successor to its rights, duties, and obligations, (the "Department").

WITNESSETH: *(includes 117 tax credit units and two common-area managers' units)

WHEREAS, the Owner is or shall be the owner of a(n) 119 unit rental housing development, ~~one manager's unit~~ located on lands in the City of Tigard, County of Washington, State of Oregon, more particularly described in Exhibit A hereto, known as or to be known as HAWTHORNE VILLA APARTMENTS (the "Project"); and

WHEREAS, the Department has been designated by the Governor of the State of Oregon as the housing credit agency for the State of Oregon for the allocation of low-income housing tax credit dollars (the "Credit"); and

WHEREAS, the Owner has applied to the Department and entered into a Determination Letter and Agreement for an allocation of Credit to the Project in an amount not to exceed One hundred eighty one thousand, one fourty three dollars ($181,143) of tax exempt bond financed 4% low-income housing credit allocation; and

WHEREAS, the Department has agreed to issue a Form 8609 to the Owner upon the execution and recording of this Declaration which constitutes part of the Determination Letter and Agreement; and

WHEREAS, the Owner has represented to the Department in Owner's Low-Income Housing Tax Credit Application (the "Application") dated March 24, 1997, that Owner shall lease/rent 100 percent of the units in the Project to individuals or families whose income is 60 percent or less of the area family adjusted median gross income ("Low-Income Tenants") as determined in accordance with Section 42 of the Internal Revenue Code (the "IRC"); and

WHEREAS, the Department has determined the Project would require a Credit allocation in the amount of $181,143 of tax exempt bond financed 4% tax credit allocation to be financially feasible; and

WHEREAS, the Owner has represented to the Department rent restrictions it will maintain for the period of time as specified in the Determination Letter and Agreement; and

2

WHEREAS, the IRC requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record this Declaration in the official land deed records of the county in which the Project is located in order to create certain covenants running with the land for the purpose of enforcing the requirements of IRC Section 42 and the Department's Occupancy Restrictions found in Section 5 hereof by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

WHEREAS, the Owner, under this Declaration, intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Project shall be and are covenants running with the Project land for the term stated herein and binding upon all subsequent owners of the Project land for such term, and are not merely personal covenants of the Owner,

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Department agree as follows:

SECTION 1 - DEFINITIONS

All the words and phrases used in this Declaration shall have the same meaning as when used in IRC Section 42, Treasury Regulations or Notices promulgated pursuant to IRC Section 42, Department Administrative Rules, and the Department of Housing and Urban Development ("HUD") Regulations unless the context requires otherwise.

SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

(a) Upon execution of this Declaration by the Owner and the Department, the Owner shall cause this Declaration and all amendments hereto to be recorded and filed in the official public land deed records of the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the Department an executed original or certified copy of the recorded Declaration showing the date, deed book and page numbers of record. The Owner understands and agrees that the Department will not issue the Internal Revenue Service Form 8609 constituting final allocation of the Credit unless and until the Department has received the recorded executed original of this Declaration.

(b) The Owner intends, declares, and covenants, on behalf of itself and all future Owners and operators of the Project during the term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Project (I) shall be and are covenants running with the Project land, encumbering the Project for the term of this Declaration, binding upon the Owner's successors in title and all subsequent Owners and Operators of the Project (II) are not merely personal covenants of the Owner, and (III) shall bind the Owner (and the benefits shall inure to the Department and any past, present or prospective tenant of the Project) and its respective successors and assigns during the term of this Declaration. The Owner hereby agrees that any and all requirements of the laws of the State of Oregon to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Project. For the longer of the period this Credit is claimed or the term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to

this Declaration, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Declaration.

(c) The Owner covenants to obtain the consent of any prior recorded lienholder on the Project to this Declaration and such consent shall be a condition precedent to the issuance of Internal Revenue Service Form 8609 constituting final allocation of the Credit.

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner hereby represents, covenants, and warrants as follows:

(a) The Owner (I) is a limited partnership duly organized under the laws of the State of Oregon, and is qualified to transact business under the laws of the State of Oregon, (II) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (III) has the full legal right, power and authority to execute and deliver this Declaration.

(b) The execution and performance of this Declaration by the Owner (I) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (II) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (III) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Declaration, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Declaration, any Loan Documents relating to the Project or other permitted encumbrances).

(d) There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Declaration) or would materially adversely affect its financial condition.

(e) The Project constitutes or will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in IRC Section 42 and applicable regulations.

(f) Each unit in the Project contains complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless) which are to be used on other than a transient basis.

(g) During the Term of this Declaration, all units subject to the Credit shall be leased, rented or made available to members of the general public who qualify as Low-Income Tenants (or otherwise qualify for occupancy of the low-income units) under the applicable election specified in Section 42(g) of the IRC.

(h) The Owner agrees that tenant and third parties will be eligible to enforce IRC Section 42 entitlements as



provided by the Fair Housing Act, as amended.

(i) During the term of this Declaration, the Owner covenants, agrees and warrants that each low-income unit is and will remain habitable.

(j) Subject to the requirements of IRC Section 42 and this Declaration, the Owner may sell, transfer, or exchange the entire Project at any time, but the Owner shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Project or any interest therein that such acquisition is subject to the requirements of this Declaration and to the requirements of IRC Section 42 and applicable regulations. This provision shall not act to waive any other restriction on sale, transfer, or exchange of the project or any low-income portion of the Project. The Owner agrees that the Department may void any sale, transfer, or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Declaration and the requirements of IRC Section 42. Notwithstanding the foregoing, the owner shall not dispose of any portion of a building which constitutes a portion of the Project and to which this Declaration applies unless the entire building is disposed of to such person.

(k) The Owner agrees to notify the Department in writing prior to any sale, transfer, or exchange of the entire Project or any low-income portion of the Project.

(l) The Owner will provide certified financial documentation acceptable to the Department to satisfy the calculation of a qualified contract and to begin the one year period for finding a buyer in accordance with IRC Section 42(h)(6) if desired.

(m) The Owner shall not demolish any part of the Project, substantially subtract from any real or personal property of the Project, or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Declaration unless required by law or unless the Department has given its prior written consent.

(n) The Owner represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged, destroyed, shall be condemned, or acquired for public use, the Owner will use its best efforts, subject to the rights of any mortgagee, to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Declaration.

(o) The Owner warrants that it has not and will not execute any other Declaration with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(p) The applicable fraction for each building of the Project during the term of this Agreement shall not be less than the applicable fraction specified in the Low-Income Housing Tax Credit Determination Letter and Agreement (the "Agreement") executed by the Owner as 100 percent. [See IRC Section 42(h)(6)(B)]

(q) The Department may require the Owner to reduce rents charged for low-income units if property taxes imposed upon the Project are reduced because of a change in Oregon law. Any reduction in rent required by the Department shall not exceed the reduction in property taxes, taking into account any replacement taxes or equivalent charges, and shall further take into account prevailing operating expenses or debt coverage requirements of the Project's lender(s).

[redacted]

(r) If the Section 8 Income Limits used to determine rent limits are reduced to account for a reduction in property taxes imposed on the Project because of a change in Oregon law or if rents are otherwise reduced by federally subsidized housing assistance programs or comparable program to account for a reduction in property taxes imposed on the Project because of a change in Oregon law and the Department determines that the reduced rent charged for low-income units in the Project appropriately reflects the reduction in property taxes, then Section 3(q) of this Declaration shall not apply.

(s) The owner will not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

(t) The owner agrees to fill out and sign Part II of the Form 8609 required to be completed by the building owner for the first year of the credit period and return a copy (without Schedules and other supporting documents) to the Department for the purposes of compliance monitoring.

(u) The Department may charge a reasonable fee comparable to fees charged by the Department for monitoring activities in accordance with Section 8(d) of this Declaration for rent reviews and determinations made pursuant to Sections 3(q) and 3(r) of this Declaration.

SECTION 4 -INCOME RESTRICTIONS; RENTAL RESTRICTIONS

The Owner represents, warrants, and covenants that from and after initial occupancy and throughout the remaining term of this Declaration and in order to satisfy the requirements of IRC Section 42 ("Section 42 Occupancy Restrictions") that;

(Check applicable percentage election)

(a) (1) _ At least 20 percent or more of the residential units in the Project will be both rent-restricted and occupied by individuals whose income is 50 percent or less of family adjusted area median income.

(2) X At least 40 percent or more of the residential units in the Project will be both rent-restricted and occupied by individuals whose income is 60 percent or less of family adjusted area median income.

(b) The Department may require that the determination of whether a tenant meets the low-income requirement be made by the Owner or his designated agent at least annually on the basis of the current income of such Low-Income Tenant.

SECTION 5 - DEPARTMENT'S OCCUPANCY RESTRICTIONS

The Owner represents, warrants and covenants throughout the term of this Declaration that:

(a) Project rents will not exceed the gross rent allowable under IRC Section 42.

(Check b through e, if applicable)

(b) X The Owner will extend the income and rental restrictions of IRC Section 42 for 15 years after the close of the compliance period.

(c) X Regardless of any provision in this Declaration to the contrary, the Department's Occupancy Restrictions provided by this Section shall remain in place for a period of 30 years or until January 1, 2025 except in the case of foreclosure or deed in lieu of foreclosure of a prior recorded lien to this Declaration as provided in Section 6(b)(1) but subject to Section 6(c) of this Declaration.

(Check applicable election)

(d) (1) _X_ The Owner will SET the earliest date upon which the Owner may request the Department to assist in procuring a qualified contract for the acquisition of the low-income portion which is a part of the Project to after year 14, from the year the project was placed in service.

(2) __ ~~The Owner will POSTPONE the earliest date upon which the Owner may request the Department to assist in procuring a qualified contract for the acquisition of the low-income portion which is a part of the Project from after year 14 to year , from the year the project was placed in service.~~

(e) __ Operating reserves when released from restricted use shall be wholly used to subsidize tenant rents consistent with guidelines prescribed by the Department.

SECTION 6 - TERM OF DECLARATION

(a) Except as hereinafter provided, this Declaration and the IRC Section 42 Occupancy Restrictions specified herein shall commence with the first day in the Project period on which any building which is part of the Project is placed in service and shall end on the date which is 15 years after the close of the compliance period.

(b) The Owner shall comply with the requirements of IRC Section 42 relating to the extended use period, provided, however, this Declaration and the extended use period for any building which is part of this Project shall terminate:

(1) On the date the building is acquired by foreclosure or instrument in lieu of foreclosure; or

(2) On the last day of the one-year period specified in IRC Section 42(h)(6)(I), if the Owner has properly requested in accordance with IRC Section 42 that the Department assist in procuring a qualified contract for the acquisition of the low-income portion of any building which is a part of the Project, the Department and the Owner have agreed upon the terms of sale as specified in Section 3(l) of this Declaration, and the Department is unable to present a qualified contract within one year of reaching written agreement regarding the terms of sale.

(c) Notwithstanding subsection (b) above, IRC Section 42 rent requirements shall continue for a period of three years following the termination of the extended use requirement pursuant to the procedures specified in subsection (b) above for those tenants existing as of the date of termination. During such three-year period, the Owner shall not evict or terminate the tenancy of an existing tenant of any low-income unit other than for good cause and shall not increase the gross rent above the maximum allowed under the IRC with respect to such low-income unit.

(d) If the Owner has agreed to optional Department's Occupancy Restrictions as reflected in Section 5 of this Declaration, neither this Declaration nor the extended use period shall terminate until the time period for compliance with such Department's Occupancy Restrictions has expired subject to earlier termination under Section 6(b)(1) above.

[redacted]

APR 09 1997

SECTION 7 - ENFORCEMENT OF DEPARTMENT'S OCCUPANCY RESTRICTIONS

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Department, to inspect any books and records of the Owner regarding the Project with respect to the incomes of Low-Income Tenants which pertain to compliance with the Department's Occupancy Restrictions specified in this Declaration.

(b) The Owner shall submit any other information, documents, or certifications requested by the Department which the Department shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the Department's Occupancy Restrictions specified in this Declaration.

SECTION 8 - ENFORCEMENT OF SECTION 42 OCCUPANCY RESTRICTIONS

(a) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of IRC Section 42 and applicable regulations of this Declaration. Moreover, Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary, in the opinion of the Department) to comply fully with the IRC and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed and published by the United States Department of the Treasury, the Internal Revenue Service, or HUD from time to time pertaining to Owner's obligations under IRC Section 42 and affecting the Project.

(b) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with restrictions provided in this Declaration is to assure compliance of the Project and the Owner with IRC Section 42 and the applicable regulations, AND BY REASON THEREOF, THE OWNER IN CONSIDERATION FOR RECEIVING LOW-INCOME HOUSING TAX CREDITS FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT THE DEPARTMENT AND ANY INDIVIDUAL WHO MEETS THE INCOME LIMITATION APPLICABLE UNDER SECTION 42 (WHETHER PROSPECTIVE, PRESENT OR FORMER OCCUPANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION. The Owner hereby further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(c) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Department and all persons interested in Project compliance under IRC Section 42 and the applicable regulations.

(d) The Owner agrees to take any and all actions reasonably required by the Department to substantiate the Owner's compliance with occupancy restrictions of IRC Section 42 as now constituted or subsequently amended and other occupancy restrictions of the Department as now constituted or subsequently adopted and will pay a reasonable fee to the Department for the Department's monitoring of the Owners compliance based upon the Department's monitoring costs.

(e) This Declaration and the Determination Letter and Agreement of which it is a part may be enforced by the Department or its designee in the event the Owner fails to satisfy any of the requirements herein. In addition,

8

[redacted]

this Declaration shall be deemed a contract enforceable by one or more Tenants as third-party beneficiaries of the Declaration and Determination Letter and Agreement. In the event the Owner fails to satisfy the requirements of this Declaration or the Determination Letter and Agreement and legal costs are incurred by the Department or one or more of the tenants or beneficiaries, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from, the Owner.

SECTION 9 - EXTENDED LOW-INCOME HOUSING COMMITMENT **NOT APPLICABLE** An Option and Right of First Refusal Agreement has been entered into with Tualatin Valley Housing Partners, the Project's co-General Partner.

~~(a) For the purpose of ensuring that the Project will continue to be used as affordable housing indefinitely, Owner~~ hereby agrees to transfer the Project to a "qualified nonprofit organization" [as defined in IRC 42(h)(5)(C)] acceptable to the Owner, the Department and the mortgage lender after the end of the calendar year falling 15 years after the issuance of the Forms 8609 for the Project, or as soon thereafter as the transfer can be consummated, on the following terms:

(1) The consideration for the transfer shall be in accordance with the formula in IRC Section 42(h)(6)(F) in an amount equal to the sum of (a) the principal amount of outstanding indebtedness secured by the Project, (b) the adjusted investor equity in the Project, and (c) other capital contributions not reflected in the amounts described above, reduced by cash distributions from (or available for distribution from) the Project.

(2) Owner shall be under no obligation to transfer the Project to a qualified organization in the event that no acceptable qualified organization accepts title and assumes Owner's obligations before the end of the calendar year falling 15 years after the issuance of the Forms 8609 for the Project.

(3) In making the determination of the transferee qualified nonprofit organization, first right of refusal shall be given to _____.

(4) Any controversy related to the selection of the transferee qualified organization shall be settled by arbitration pursuant to the rules of the American Arbitration Association.

(b) Owner further covenants to use its reasonable best efforts to assure that, at the time of the transfer: (i) the Project is generating sufficient cash flow to service Project debt and pay Project operating expenses; and (ii) the Project is in reasonably good physical condition (for a multi-family apartment project of its age and quality).

(c) No provision of this section shall prevent any lender loaning funds secured by the Project from foreclosing on the property or otherwise exercising its full right as a lender. In the event of a bonafide foreclosure or transfer of the Project to a lender by a deed in lieu of foreclosure, the foreclosing lender shall take the Project free and clear of any obligation to transfer the Project to a nonprofit organization or to operate the Project as affordable housing except as provided for in IRC Section 42. The Department or its assigns shall have ~~the right to cure any default to avoid foreclosure and assure transfer as stated above.~~

SECTION 10 - MISCELLANEOUS

(a) Severability. The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions thereof.

(b) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Department:	Oregon Housing and Community Services Department ATTN: LIHTC PROGRAM 1600 State Street Salem, Oregon 97310-0161
To the Owner:	HAWTHORNE VILLA LIMITED PARTNERSHIP ATTN: CHAD RENNAKER 16101 SW 72ND AVENUE SUITE 200 PORTLAND OR 97224

The Department, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. The Owner agrees that it will take all actions necessary to effect amendment of this Declaration as may be necessary to comply with the IRC, any and all applicable rules, regulations, policies, procedures, rulings, or other official statements pertaining to the Credit. The Department, together with Owner, may execute and record any amendment or modification to this Declaration and such amendment or modification shall be binding on third-parties granted rights under this Declaration.

(d) Subordination of Declaration. This Declaration and the restrictions hereunder are subordinate to the permanent loan and loan documents on the Project in an original principal amount not to exceed $4,000,000, except insofar as IRC Section 42 (h)(6)(E) otherwise requires. The Department may subordinate this Declaration to other Financing, in its sole discretion and such subordination shall be binding on all third-parties granted rights under this Declaration.

(e) Governing Law. This Declaration shall be governed by the laws of the State of Oregon and, where applicable, the laws of the United States of America.

(f) Survival of Obligations. The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first written above.

OWNER

Hawthorne Villa Limited Partnership

By: _____

Name: G. David Sebastian

Title: President, Hawthorne Villa GP, Inc.,
General Partner of Hawthorne Associates Limited Partnership,
a General Partner

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me this 8th day of April, 1997 by G. David Sebastian, President.

_____

NOTARY PUBLIC FOR OREGON
My Commission Expires: Nov. 12, 2000

OFFICIAL SEAL
STEPHANIE CARTER
NOTARY PUBLIC-OREGON
COMMISSION NO. 059314
MY COMMISSION EXPIRES NOV. 12, 2000

This document prepared this March 27, 1997, by: Koni P. Kelever
Print Name: Koni P. Kelever
Title: Tax Credit Program Representative

h:\hhlibs\letters\
Revised 3/97

[redacted]

EXHIBIT "A"

PARCEL I:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, situated in Section 36, Township 1 South, Range 1 West, Willamette Meridian; thence South 89°00' East, 1887.60 feet to a point in the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1204.0 feet to an iron pipe, said iron pipe marking the Northwest corner of that tract conveyed in Deed Book 279, Page 648; thence South 89°49' East, 88.0 feet along the North line of that tract conveyed in Deed Book 279, Page 648 to the Northeast corner of said tract and true point of beginning of the tract herein described; thence South 89°49' East, 88.0 feet; thence North 0°11' East parallel with the East line of that tract described in Deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, Washington County Records, 173.66 feet; thence South 88°17' East, 96 feet to the East line of said Cason tract; thence South 0°11' West along the East line of said Cason tract, 315.0 feet to the Southeast corner thereof; thence North 88°17' West along the South line of said Cason tract, 121.6 feet to the Southeast corner of that tract conveyed in Deed Book 279, Page 648; thence North 0°11' East along the East line of that tract conveyed in Deed Book 279, Page 648, 141.34 feet, more or less, to the true point of beginning, all situated in Washington County, Oregon.

PARCEL II:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, situated in Section 36, Township 1 South, Range 1 West, Willamette Meridian; thence South 89°00' East, 1887.60 feet to a point in the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1204.0 feet to an iron pipe, said iron pipe marking the Northwest corner of that tract conveyed in Deed Book 279, Page 648, and the true point of beginning herein described; thence South 89°49' East, 110.0 feet to a point; thence North 0°11' East parallel with the East line of that tract described in deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, Washington County Records, 173.66 feet to a point; thence North 88°37' West, 110.0 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 173.66 feet to the true point of beginning.

PARCEL III:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, situated in Section 36, Township 1 South, Range 1 West, Willamette Meridian and running thence South 89°00' East, 1887.60 feet to a point in the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1204.0 feet to an iron pipe, said iron pipe marking the Northwest corner of that tract conveyed in Deed Book 279, Page 648; thence South 89°49' East, 85.0 feet along the North line of that tract conveyed in Deed Book 279, Page 648 to the Northeast corner of thereof; thence South 89°49' East, 25.0 feet; thence North 0°11' East parallel with the East line of that tract described in deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, Washington County Records, 173.66 feet; thence South 88°17' East, 51.0 feet to the true point of beginning of the herein described premises; thence continuing South 88°17' East, 45.0 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 90.0 feet; thence North 88°17' West, 45.0 feet; thence South 0°11' West, 90.0 feet to the true point of beginning.

PARCEL IV:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim in Section 36, Township 1 South, Range 1 West, Willamette Meridian in the County of Washington and State of Oregon, and running thence South 89°00' East, 1887.60 feet to a point on the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 1030.34 feet to a point on the West line of that tract described in deed to Leonard E. Cason, et al, recorded January 16, 1968, in Book 677, Page 139, records of Washington County, being the Westerly Northwest corner of that tract described in Mortgage recorded October 29, 1969, in Book 722, Page 520, records of Washington County and the true point of beginning of the herein described premises; thence South 88°17' East 161.6 feet; thence North 0°11' East, 90.0 feet; thence South 88°17' East, 45.0 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 171.34 feet to a point; thence North 88°17' West, 65.0 feet to a point; thence South 0°11' West, 75.0 feet to a point; thence North 88°17' West, 141.6 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 186.34 feet to the true point of beginning.

13

PARCEL V:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim, in Section 36, Township 1 South, Range 1 West of the Willamette Meridian and running thence South 89°00' East, 1887.60 feet to a point on the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 344.0 feet to a point on the West line of that tract described in deed to Leonard R. Cason et al, recorded January 16, 1968, in Book 677, Page 139, records of Washington County, being the Westerly Northwest corner of the first tract described in Mortgage recorded February 4, 1969, in Book 732, Page 58, records of Washington County and the true point of beginning of the herein described property; thence South 88°17' East, 141.6 feet to a point; thence North 0°11' East, 75.0 feet to point; thence South 88°17' East, 65.0 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 113.66 feet to a point; thence North 88°17' West, 206 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 190 feet to the true point of beginning.

PARCEL VI:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim in Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon and running thence South 89°00' East, 1887.60 feet to a point on the Northerly boundary line of said Donation Land Claim; thence South 0°11' West, 654.0 feet to a point on the West line of that tract described in deed to Leonard R. Cason et al, recorded January 16, 1968, in Book 677, Page 139, records of Washington County, being the Northwest corner of the first tract described in Mortgage recorded in Book 745, Page 285, records of Washington County and the true point of beginning of the herein described property; thence South 88°17' East, 206 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 186.0 feet to a point; thence North 88°17' East, 206 feet to a point on the West line of said Cason tract; thence South 0°11' West along said West line, 186.0 feet to the true point of beginning.

PARCEL VII:

A part of the George Richardson Donation Land Claim in the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim in Section 36; thence South 89°00' East, 1887.00 feet to a point on the Northerly boundary of said Donation Land Claim; thence South 0°11', 290 feet to a point, said point being the Southwest corner of a tract conveyed to Oscar Sidlar and Grace Sidlar by deed recorded November 28, 1911 in Deed Book 90, Page 48, and the true point of beginning; thence South 0°11' West, 178 feet to a point on the West line of that tract described in a deed to Leonard R. Cason et al, recorded January 16, 1968 in Book 677, Page 139, records of Washington County, being the Northwest corner of the first tract described in Mortgage recorded May 19, 1871, in Book 518, Page 167, records of Washington County; thence South 88°17' East, 206 feet to a point on the East line of said Cason tract; thence North 0°11' East along said East line, 178 feet to the South line of said Sidlar tract; thence North 89° West along the South line of said Sidlar tract, 206.0 feet to the true point of beginning.

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: March 3, 2017

Person to Contact:
Mr. Molloy – ID# 0203248
Toll Free Telephone Number:
877-829-5500

WILLIAM MAXWELL
4800 SW MEADOWS RD STE 300
LAKE OSWEGO OR 97035

Dear Sir or Madam:

This is in response to your letter of January 30, 2017, requesting copies for Residents Resources.

Enclosed are the copies you requested.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 23 2016

RESIDENT RESOURCES
4800 SW MEADOWS RD SUITE 300
LAKE OSWEGO, OR 97035-5277

Employer Identification Number:
81-1513248
DLN:
26053478001966
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 19, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

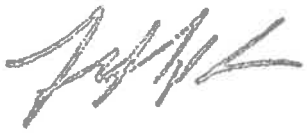
If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

RESIDENT RESOURCES

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

REACH Community Development

A healthy community begins at home

Property Tax Abatement Application

City of Tigard
13125 SW Hall Blvd.
Tigard OR, 97223

March 1, 2023

Property: Dartmouth Crossing

Addresses: 11750 SW 69TH AVE, 11800 SW 69th Ave, 6835 SW Clinton St, 11955 SW 68th Ace, 11950 SW 69th Ave, 11900 SW 69th Ave and 6860 SW Clinton St. Tigard OR, 97223.

Tax Lots: 2900, 3001 and 3100 of **Block 9**. 6100, 6200, 6300, 6600, and 6700 of **Block 12**.

Real Property Account #s: R286112, R286130, R286149 of **Block 9** R286443, R286452, R286461, R286498 of **Block 12**

Project Description: As of March 31, 2021, this collection of lots has been acquired by REACH Community Development Inc. a 501(c)3 non-profit housing company for the development of income restricted housing. Covenants within the deeds of trust from acquisition lenders require the construction of income restricted housing. **Block 9** (North block) will be developed as Dartmouth Crossing Phase 1. **Block 12** (South block) will be developed as Dartmouth Crossing Phase 2.

Phase 1: The development design of the North block anticipates a multi-family residential building with 85 units and associated resident and management spaces. The development will be fully restricted to households earning 60% of the median family income (MFI) or less. REACH has applied for funding through OHCS's LIFT program as of March 2021.

Phase 2: REACH has completed early schematic design anticipating a mixed use development providing upwards of 200 income restricted residential units and around 25,000 sf or commercial space. The development of the commercial space will be done in partnership with local stakeholders and non-profits to provide community amenities such as an early childhood development center or daycare, a community center, offices for

non-profits and a public market hall for job development and incubation of small businesses in food and wares.

Charitable Purpose:

REACH's mission is to create quality, affordable housing and opportunities for individuals, families and communities to thrive. The development of these lots will result in much needed affordable housing supported by REACH's team of resident services staff that provide. REACH will leverage additional services and resources by addressing its five social determinants of health: Neighborhood & Build Environment, Social & Community, Education & Development, Health & Healthcare, Economic Stability. To help residents build a thriving future for themselves and their families, we will provide asset-building services that include financial education, credit building through rent reporting, homeownership counseling, and matched savings accounts via Individual Development Accounts (IDAs). REACH's resident services team will leverage local partnerships to expand services for the specific communities identified through community engagement activities already underway.

Commercial development will be informed by our Project Advisory Committee (PAC) made up of local stakeholders and non-profit service providers. REACH will leverage its financial capacity, federal and local economic development resources including New Market Tax Credits (NMTCs) to develop commercial space affordable to underserved communities.

Certification of Resident Income Levels:

Resident income levels are verified upon application for tenancy and are recertified each year. REACH will have covenants with the state and with Washington County to lease residential units exclusively to low income residents, those earning less than 60% MFI, for a period of at least 40 years.

Dartmouth Phase 1 will be financed with LIHTCs and all households will have income at or below 60% of the area median income Compliance with these covenants is monitored by the State of Oregon Department of Housing and Community Services and by the Washington County Office of Community Development. We certify that all apartments in this project will be targeted to and remain affordable to households earning at or below 60% of the Area Median Income(AMI)

Dartmouth Phase 2 will also be financed with LIHTCs with the goal to provide 100% of the units will be leased to households with income at or below 60% of the AMI. REACH will also explore ways to offer units up to 80% AMI, but it would be dependent on the funding sources. We would like to have the city recognize this consideration.

REACH Community Development

A healthy community begins at home

How Tax Exemption Will Benefit Residents:

100% of the property tax exemption is a direct subsidy for the development and operation of the projects. Every dollar reduction in operating costs is used to finance the project, expand resident services. Some costs, such as the cost of operating our resident services programs are not fully funded by building operations and must be funded from outside sources through fund raising and REACH revenues. Without property tax abatement operating revenue that would otherwise be available to support the resident services programming would be eliminated and continuous services would be dependent on fundraising efforts and other budget constraints.

Resident services are crucial to facilitating a stable and healthy community within our projects. These services mean REACH can be a better neighbor, increase community engagement and participation, assist with eviction prevention and other crisis interventions, connect kids to programming and many partnerships. The tax abatement serves as an investment in the overall strength and stability of Tigard and less demand on the social safety net.

Tax Exempt Status:

REACH is a Community Housing Development Organization and a 501(c)3 non-profit. The developments will be controlled by single asset limited partnerships structured for the benefit of LIHTC equity investment and other economic development subsidies. REACHs IRS Determination Letter is attached. REACH undergoes a full independent audit of its books. The State of Oregon Housing and Community Services Department will review the project and resident files annually.

Verification of Information

I hereby certify that the information in this application for tax abatement is accurate and complete to the best of my knowledge. REACH's property management staff performs day-to-day management of the property and is responsible for certifying income levels of each resident for compliance with program guidelines. The development will be compliant with all Tigard Municipal Codes.

Brian Bieler
Director of Asset Management
REACH Community Development, Inc

03/01/2023
Date

Internal Revenue Service
District Director

RECEIVED
MAY 24 1985

Department of the Treasury

Date: MAY 22 1985

Our Letter Dated:
September 20, 1982
Person to Contact:
EO Desk Officer
Contact Telephone Number:
(206) 442-5106

Reach Community Development, Inc.
1313 South East Oak
Portland, Oregon 97214

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(2). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Michael F. [illegible]
District Director

Internal Revenue Service
District Director

Department of the Treasury

Date: 20 SEP 1982

Employer Identification Number:
93-0813981
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Ends:
December 31, 1984
Person to Contact:
John Sutton
Contact Telephone Number:
(206) 442-5106

Reach Community Development, Inc.
1313 Southeast Oak
Portland, OR 97214

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(2).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(2) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Michael J. [illegible]

District Director

City of Tigard

Property Tax Exemption Application

2023-2024

Property Name: Greenburg Oaks

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R-276472

3. The number of units and the exempted amount of each property being applied for under this chapter

84 units; 100% of the property

4. A description of the property for which the exemption is requested

Greenburg Oaks is an 84-unit multifamily property at 11895 SW 91st Ave in Tigard, OR serving low-income families, individuals and seniors. The property sits on a 3-acre site with a playground, community building, community garden and patio, and basketball court for resident use.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants and providing social services on site.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

SUBSCRIBED and SWORN to before me this 16 day of February, 2023.

OFFICIAL STAMP
NATALIE THORNTON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1031664
MY COMMISSION EXPIRES DECEMBER 12, 2026

Notary Public for Oregon (signature)

Natalie Thornton

Notary Public for Oregon (Print or Type Name)

My Commission Expires 12/12/2026

City of Tigard

Property Tax Exemption Application

2023-2024

Property Name: Red Rock Creek Commons

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R2093437

3. The number of units and the exempted amount of each property being applied for under this chapter

48 units; 100% of the property

4. A description of the property for which the exemption is requested

Red Rock Creek Commons is a 48-unit multifamily property at 11090 SW 68th Pkwy. in Tigard, OR serving low-income people with resident services available on site.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants and providing social services on site.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

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Natalie Thornton

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My Commission Expires 12/12/2026

City of Tigard

Property Tax Exemption Application

2023-2024

Property Name: Knoll at Tigard

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R-458454, R458436, R458445

3. The number of units and the exempted amount of each property being applied for under this chapter

48 units; 100% of the property

4. A description of the property for which the exemption is requested

Knoll at Tigard is a 48-unit multifamily property at 12291 SW Knoll Drive in Tigard, OR serving low-income seniors and veterans.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants and providing social services on site.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

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Notary Public for Oregon (signature)

Natalie Thornton

Notary Public for Oregon (Print or Type Name)

My Commission Expires 12/12/2026

City of Tigard

Property Tax Exemption Application

2023-2024

Property Name: 9330 SW Tangela Ct

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R1185434

3. The number of units and the exempted amount of each property being applied for under this chapter

1 units; 100% of the property

4. A description of the property for which the exemption is requested

9330 SW Tangela Ct is a five-bedroom single family home in a residential area near downtown Tigard.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

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MY COMMISSION EXPIRES DECEMBER 12, 2026

Natalie Thornton

Notary Public for Oregon (Print or Type Name)

My Commission Expires 12/12/2026

City of Tigard

Property Tax Exemption Application

2023-2024

Property Name: Village at Washington Square

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R2077395

3. The number of units and the exempted amount of each property being applied for under this chapter

26 units; 100% of the property

4. A description of the property for which the exemption is requested

Village at Washington Square is a 26-unit multifamily property at 11157 SW Hall Blvd in Tigard, OR serving low-income families, with resident services and youth services provided on site.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property is used for the charitable purposes of housing low-income occupants.

6. A certification of income levels of low income occupants

All occupants are certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs significantly, allowing CPAH to rent units at lower rates and provide social services on site to residents.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is not being held for future development.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

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Notary Public for Oregon (signature)

Natalie Thornton

Notary Public for Oregon (Print or Type Name)

My Commission Expires 12/12/2026

City of Tigard

Property Tax Exemption Application

2023-2024

Property Name: Woodland Hearth/Land Held for Development

1. The applicant's name, address, and telephone number

Community Partners for Affordable Housing

6380 SW Capitol Hwy, Portland OR 97239

503-293-4038 x 707

2. The assessor's account number for each site

R2221052

3. The number of units and the exempted amount of each property being applied for under this chapter

Land held for development

4. A description of the property for which the exemption is requested

The land is a 1-acre site at lot 1 of 11655 SW Pacific Highway in Tigard, OR.

5. A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose

100% of the property will be used for the charitable purposes of housing low-income occupants.

6. A certification of income levels of low income occupants

All future occupants will be certified to have an income of below 60% AMI on move in and annually thereafter.

7. A description of how the tax exemption will benefit project residents

The tax exemption decreases property operating costs while the project is under development, allowing CPAH to allocate more resources to creating amenities and providing social services.

8. A declaration that the corporation has been granted an exemption from income taxes under 26 U.S.C. Section 501(c)(3) or (4)

CPAH was granted 501(c)(3) status in February 1995 and is exempt from income taxes.

9. A description of the development of the property if the property is being held for future low income housing development

The property is being held for future development of 42 units of affordable housing for low-income families.

10. Declarations

1. The applicant is aware of all requirements for property tax exemption imposed by city code;

2. The applicant's property qualified or, upon completion of the rehabilitation improvements and subsequent occupancy by low income persons, will qualify for exemption at the time of application approval or within 30 days of the March 1 application deadline;

3. The applicant acknowledges responsibility for compliance with the Tigard Municipal Code, regardless of whether the applicant obtains the exemption provided by this chapter; and

4. The applicant agrees to furnish other information which is reasonably necessary to fulfill the objectives of this chapter.

By: Rachael Duke

Rachael Duke, Executive Director

For Community Partners for Affordable Housing

SUBSCRIBED and SWORN to before me this 16 day of February, 2022.

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Natalie Thornton

Notary Public for Oregon (Print or Type Name)

My Commission Expires 12/12/2026

AIS-5112 **8.**

Business Meeting

Meeting Date: 03/14/2023

Length (in minutes): 15 Minutes

Agenda Title: Public Hearing: Consider Ordinance Correcting Various Street Names

Authored By: Joe Wisniewski

Presented By: Joe Wisniewski & Oscar Contreras

Item Type: Motion Requested
Ordinance
Public Hearing

Public Hearing Legal Ad Required?: Yes

Publication Date: 03/09/2023

Information

EXPLANATION OF ISSUE

City staff in coordination with Washington County have identified five locations throughout the City where County records do not match existing street names being used.

ACTION REQUESTED

City Engineer Wisniewski will request Council approval to correct various street names in use within the City which contradict what the County has recorded on their documentation for those streets. A public hearing is required to meet ORS 227.120 - Procedure and Approval for Renaming Streets. The council will be asked to adopt an ordinance with the requested street name corrections.

BACKGROUND INFORMATION

City staff, in coordination with Washington County, have identified five areas where the street name suffix is not correct in the County records compared to the names used by current property owners. This requested change will allow the County to correct their records to align with what is being used today. This option will avoid the need for any of our residents or businesses to modify their own records. The following locations will be considered by council:

- SW 68th PARKWAY: delineate the transition from 68th Parkway to 68th Ave to occur at the intersection with Clinton St as this is where the existing break in the address assignments falls. Previously was undefined where transition from Parkway to Ave occurs.
- SW 174TH AVE: revise the street suffix from 'LOOP' on the plat to 'AVE' south of Jean Louise Road reflecting the addresses assigned prior to construction and currently in use. The segment south of Jean Louise Rd will continue south with future River Terrace development, and it would not make sense to carry the Loop suffix through other intersections.
- FAIRHAVEN COURT: revise the culdesac suffix from 'AVE' on last known plat to 'CT' reflecting the addresses currently in use and for last few decades.
- JAMES CT: revise the street suffix from 'ST' on last known plat to 'CT' reflecting the addresses currently in use and for last few decades.
- MARA CT: revise the street suffix from 'LN' on the plat to 'CT' reflecting the addresses assigned prior to construction and currently in use. Original addresses continued use of Mara Ct across the intersection and request of regional EMS policy. Developer was informed, but plat was recorded

with incorrect 'LN' still in place on east side of intersection.

ALTERNATIVES & RECOMMENDATION

Council may choose to not take action to approve the name changes which would result in the property owners needing to change their addresses to align with County records.

ADDITIONAL RESOURCES

Attachments

Ordinance

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 23-

AN ORDINANCE RENAMING A SEGMENT OF 68TH AVENUE TO 68TH PARKWAY, SEGMENT OF 174TH LOOP TO 174TH AVENUE, CUL-DE-SAC OF FAIRHAVEN AVENUE TO FAIRHAVEN COURT, SEGMENT OF JAMES STREET TO JAMES COURT AND MARA LANE TO MARA COURT.

WHEREAS, the final, recorded plat for the Tigard Triangle Commons improvement shows the street name 68TH AVENUE; and

WHEREAS, the City of Tigard, in coordination with Washington County, requests that the street be renamed 68TH PARKWAY north of Clinton St and the City Engineer concurs in the request; and

WHEREAS, the final, recorded plat for the Polygon at West River Terrace subdivision shows the street name 174th LOOP; and

WHEREAS, the City of Tigard, in coordination with Washington County, requests that the street be renamed 174th AVENUE south of Jean Louise Rd and the City Engineer concurs in the request; and

WHEREAS, the final, recorded plat for the Virginia Acres Number 2 subdivision shows the cul-de-sac name FAIRHAVEN AVENUE; and

WHEREAS, the City of Tigard, in coordination with Washington County, requests that the cul-de-sac be renamed FAIRHAVEN COURT and the City Engineer concurs in the request; and

WHEREAS, the final, recorded plat for the Travport Park subdivision shows the street name JAMES STREET; and

WHEREAS, the City of Tigard, in coordination with Washington County, requests that the street be renamed JAMES COURT and the City Engineer concurs in the request; and

WHEREAS, the final, recorded plat for the Serenus subdivision shows the street name MARA LANE; and

WHEREAS, the City of Tigard, in coordination with Washington County, requests that the street be renamed MARA COURT and the City Engineer concurs in the request; and

WHEREAS, by state law, the City Engineer makes a recommendation to City Council to rename a street based on the best interest of the City; and

WHEREAS, pursuant to ORS 227.120, notice of a public hearing on the proposed renaming was published in the Tigard Times on March 9, 2023; and

WHEREAS, a public hearing on the proposed street renaming was held before Tigard City Council on March 14, 2023.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard City Council finds it is in the public interest to rename the segment of 68th Avenue to 68th Parkway and therefore approves the request.

SECTION 2: The Tigard City Council finds it is in the public interest to rename the segment of 174th Loop to 174th Avenue and therefore approves the request.

SECTION 3: The Tigard City Council finds it is in the public interest to rename the cul-de-sac of Fairhaven Avenue to Fairhaven Court and therefore approves the request.

SECTION 4: The Tigard City Council finds it is in the public interest to rename the segment of James St to James Ct and therefore approves the request.

SECTION 5: The Tigard City Council finds it is in the public interest to rename Mara Lane to Mara Court and therefore approves the request.

SECTION 6: The City Engineer and City Recorder are authorized to take such action as is necessary to carry out these street name changes.

SECTION 7: This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED: By _____ vote of all council members present after being read by number and title only, this _____ day of _____, 2023.

_____
Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2023.

_____
Heidi Lueb, Mayor

Approved as to form:

_____
City Attorney

_____
Date

AIS-5173 **9.**

Business Meeting

Meeting Date: 03/14/2023

Length (in minutes): 45 Minutes

Agenda Title: Tigard MADE Update

Authored By: Hope Pollard

Presented By: Associate Planner Hope Pollard

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Receive briefing on the Tigard MADE (Maintain, Advance, & Diversify Employment) code project.

ACTION REQUESTED

Briefing only - no formal action requested at this time. Staff requests confirmation from the Planning Commission and City Council on previous policy direction prioritizing job density in Development Code updates.

BACKGROUND INFORMATION

Introduction: Tigard MADE, which started in August 2020, updates the land use regulations governing Tigard's employment lands. At the most recent joint briefing to the Planning Commission and City Council on February 21, 2022, staff requested confirmation of policy goals to prioritize a greater density of living wage jobs with this project. While the Commission and Council generally supported this focus, they directed staff to provide additional information. During this briefing, staff will provide additional information and request confirmation of policy direction, particularly where it concerns creating nonconforming circumstances.

Project Background: Staff is developing draft code updates on a policy direction that prioritizes a greater density of living wage jobs with the land we do have available. This policy recognizes that much of our existing employment land is underutilized with uses that act primarily as storage for materials or vehicles. With different land use standards, the City could enable more job dense industries to locate here. Staff now requests direction from the City Council regarding whether this is the appropriate path forward.

Planning Commission and City Council Direction:

At the February 21 joint briefing, the Planning Commission and City Council were asked for direction about how to use the existing limited and underused available land supply. While no formal action is required at this time, staff requested direction on the following questions.

1. Should the Development Code prioritize **job density**?
2. Should the Development Code be updated regarding **nonconforming uses**?

At the briefing, Planning Commission and City Council asked for additional time and information to consider before providing direction. Specific questions and answers are provided in detail below.

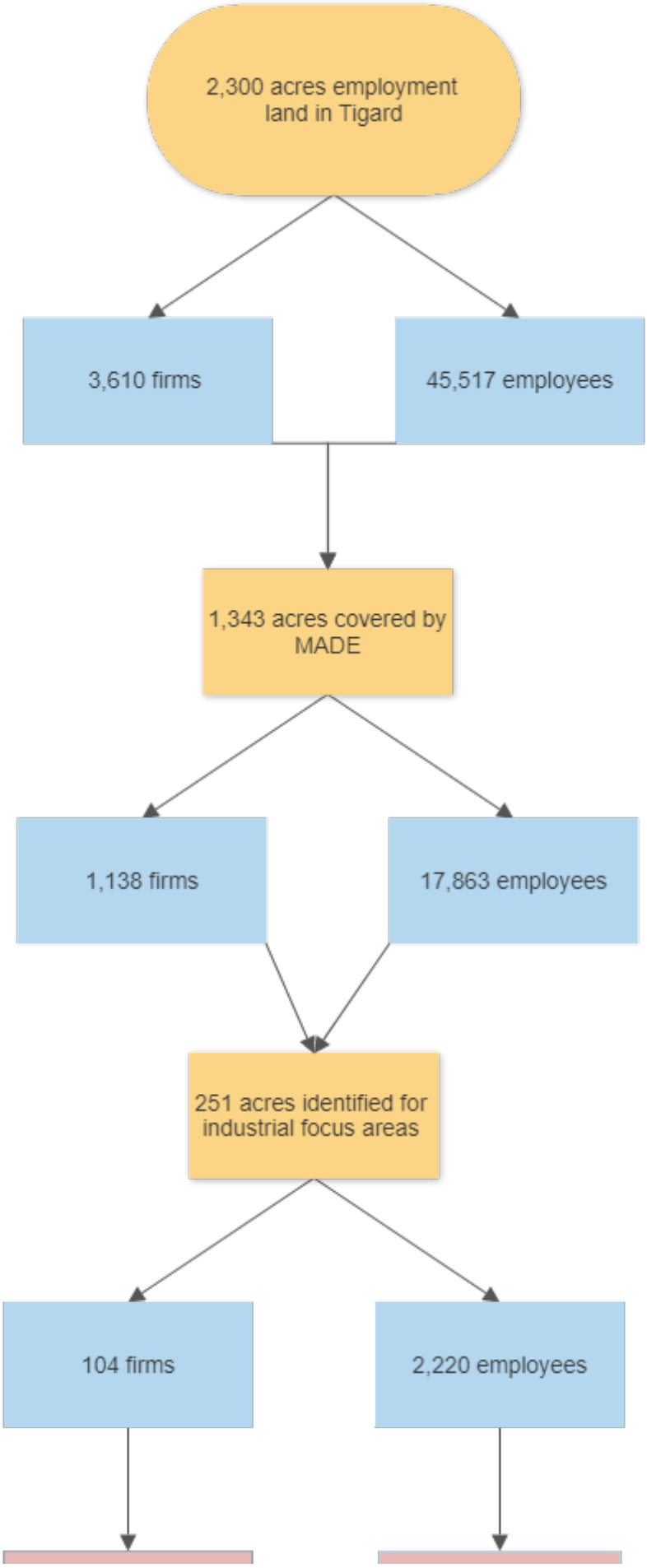
1. How many acres of land are covered by this project and is any land being added to employment zones?

Of the existing 2,300 acres of employment land in the city, about 1,343 acres are being analyzed under the MADE project. No land is being added to or taken from employment zones with this project.

2. How many nonconforming businesses will be created with this project? How many employees will be impacted?

It is difficult to estimate the number of employees and businesses that will be made nonconforming citywide, as much of the city would potentially be rezoned to MUE, where all uses are allowed but some uses (such as Commercial Sales and Services and Warehouse and Distribution) will have size limitations. The employment information available to staff for research purposes does not include the building sizes. Additionally, nonconforming situations in the C-G and MUE zones will generally be able to be adjusted as described in the answer to Question 5 below.

Of the 1,343 acres covered by MADE, about 251 acres may be rezoned from an existing commercial or industrial zone to an industrial focus area. Within the industrial focus areas, about 85 of the existing 104 businesses are **not** manufacturing businesses, meaning they would become nonconforming with these changes. The chart below provides a breakdown of this information. An estimate of nonconforming situations created in potential industrial focus areas, where nonconforming situations will likely not be able to be adjusted, is provided in the table on the next page.


2,300 acres employment land in Tigard
3,610 firms
45,517 employees
1,343 acres covered by MADE
1,138 firms
17,863 employees
251 acres identified for industrial focus areas
104 firms
2,220 employees



3. *What goals are we going to achieve and will we measure them?*

With this project, we're attempting to promote job density in our employment lands. While we intend to make much of the city's zoning more flexible to accommodate market uncertainties, we propose being more focused within industrial zones to preserve land for manufacturing uses. While zoning changes can accommodate greater job density and adapt more nimbly to the market, they cannot *guarantee* changes.

For example, rezoning 251 acres of existing employment land to a focused industrial zone could allow that land to accommodate nearly double the amount of jobs. Currently these areas house about 104 firms with 2,220 employees employees (about 8.8 employees per acre). If this land were to transition to purely manufacturing uses, it could accommodate about 5,200 employees (about 20.1 employees per acre.)

That means these 251 acres, only about 11 percent of the city's total employment land, could accommodate up to 30 percent of Tigard's total projected employment growth. The trade-off cost of this zoning change is that 82 percent of existing firms in these areas (85 firms with about 1,450 employees) would be made nonconforming. That's about 2.4 percent of businesses and 3.2 percent of employees citywide.

4. What about access to childcare, transit, and other services from employment zones?

Under the current draft zoning ideas, Commercial Sales and Services (including childcare and restaurants) could be located almost anywhere in the city's employment lands except for in the I-H zone. Even the I-L zone would allow a small amount of commercial sales and services, so that childcare and other services would be allowed close to all types of employment. All three potential industrial focus areas are located near existing bus stop locations.

5. Is there any path forward for businesses to become conforming if made nonconforming under this project?

Any standard that is not expressly prohibited will be allowed to be adjusted under future code. For example, if a business is limited to a certain square footage in the future MUE zone but the business owner wants to become conforming, they can apply for an adjustment to the maximum square footage standard. In exchange for specific community benefits, the maximum size standard can be raised.

If a business is made prohibited with future zoning, however, that business would not be allowed to apply for an adjustment. For example, if Warehouse and Distribution were to be prohibited in the future I-L zone, a warehousing business could *not* apply for an adjustment to become allowed outright. All of the businesses that are made nonconforming are legal nonconforming meaning they are allowed to continue as is for as long as they want. Nonconforming only becomes an issue if they want to expand or if the property becomes vacant for longer than the nonconforming chapter allows.

6. Industrial off-site impacts restrictions: will adding these to existing industrial uses in the new MUE zone be a big impact for businesses?

This will require additional research and outreach to understand the existing impacts of businesses that will be rezoned. Regardless of policy direction regarding job density, staff will continue with this outreach to reach a solution that works for all.

7. What do we need along 99W, anything different suggested here?

MADE acknowledges that this location runs along an auto-centric transportation corridor. The project leverages this location to accommodate auto-oriented development that may be a hindrance elsewhere in the city but is still necessary at a local level. Any deeper analysis of 99W issues—to be meaningful—would require a more comprehensive 99W-focused plan.

8. How did you choose the industrial focus areas?

Industrial focus areas were chosen for their potential to accommodate a site at least 3-5 acres in size with relatively flat land and identified in the Buildable Lands Inventory as vacant, partially vacant, or redevelopable (see attached draft maps). Based on research and interviews, staff considered these to be the ideal conditions for potential future manufacturing development.

Dates of Previous and Potential Future Considerations:
November 17, 2020: First briefing on project direction and objectives.
July 20, 2021: Briefing on Economic Opportunities Analysis and staff recommendations for solutions to land constraint.
March 7, 2022: Briefing requesting policy direction regarding job density and nonconforming situations.
February 21, 2023: Briefing providing additional data, introducing changes made as a result of additional outreach, and requesting policy direction regarding job density and nonconforming situations.
Upcoming: Fall/Winter 2023: Consideration of code updates for adoption.

Public Involvement:
At previous briefings for the MADE project , City staff introduced the expansive community engagement efforts that this project is founded on, including:

- Town hall series
    - Staff invited all impacted business owners and property owners to a town hall series that consisted of four in-person events and two virtual events. This series was advertised through mailers sent directly to all impacted business and property owners (approximately **1,500 mailers** in total), alerting recipients that upcoming zoning changes could impact how they operate.
- Website with search tool and survey
    - City staff developed a tool accessible via the MADE engagement website that allows community members to search an address and see how the draft code would impact that property.
- Coordination with the Tigard Chamber of Commerce
    - City staff presented at a virtual event hosted by the Chamber, introducing the project to attendees and requesting feedback.
    - City staff identified Chamber members who would be impacted by MADE-related changes and sent personalized emails to each member, identifying how they might be impacted and requesting feedback.
- City staff conducted two types of interviews via Microsoft Teams with business owners, property owners, developers, and partner agencies.
    - Two events in Spanish for business owners, with Adelante Mujeres.
    - Attendance at Oregon Association of Minority Entrepreneurs (OAME) Virtual Coffee event.
    - Business owner survey with 34 responses, available in English and Spanish.

Since the most recent briefing, staff has continued to seek community input through interviews, emails, and site tours with individual business and property owners.

Impacts:
The Tigard MADE project's draft code as written will open the door for job dense development in the city's employment lands. While it will create nonconforming circumstances for some existing businesses and properties, it will advance the City's Strategic Plan Objectives and City Council Goals, particularly the following:

City Strategic Plan Objective 3.1 – Pursue land development that maximizes public health benefits while increasing connection between people and community destinations.
City Strategic Plan Objective 3.2 – Focus development-associated resources in parts of the city that have the capacity to serve, house, employ, and attract the most people with the least impact on Tigard's systems and the climate.
City Strategic Plan Objective 3.3 – Understand the effects of development on vulnerable Tigard residents and mitigate these impacts within projects over time.
City Strategic Plan Objective 3.5 – Plan and create in a manner that reduces climate impacts to the maximum extent practicable, especially for those most vulnerable.

City Council Goal 2 Outcome - A thriving Tigard community post-pandemic.
City Council Goal 3 Outcome – A reduced carbon footprint for the City.

ALTERNATIVES & RECOMMENDATION

Council may direct staff to pursue Development Code updates and propose an approach that avoids creating nonconforming circumstances for existing businesses. Provide staff with specific directives, identifying objectives, concerns, and standards that should be addressed.

ADDITIONAL RESOURCES

Attachments

Presentation

Outline of Potential Changes

MADE Map of Potential Changes

C I T Y O F T I G A R D

Respect and Care | Do the Right Thing | Get it Done

Tigard MADE

(Maintain, Advance, & Diversify Employment)

Development Code Update

Presented to City Council
By Hope Pollard, Associate Planner

March 14, 2023

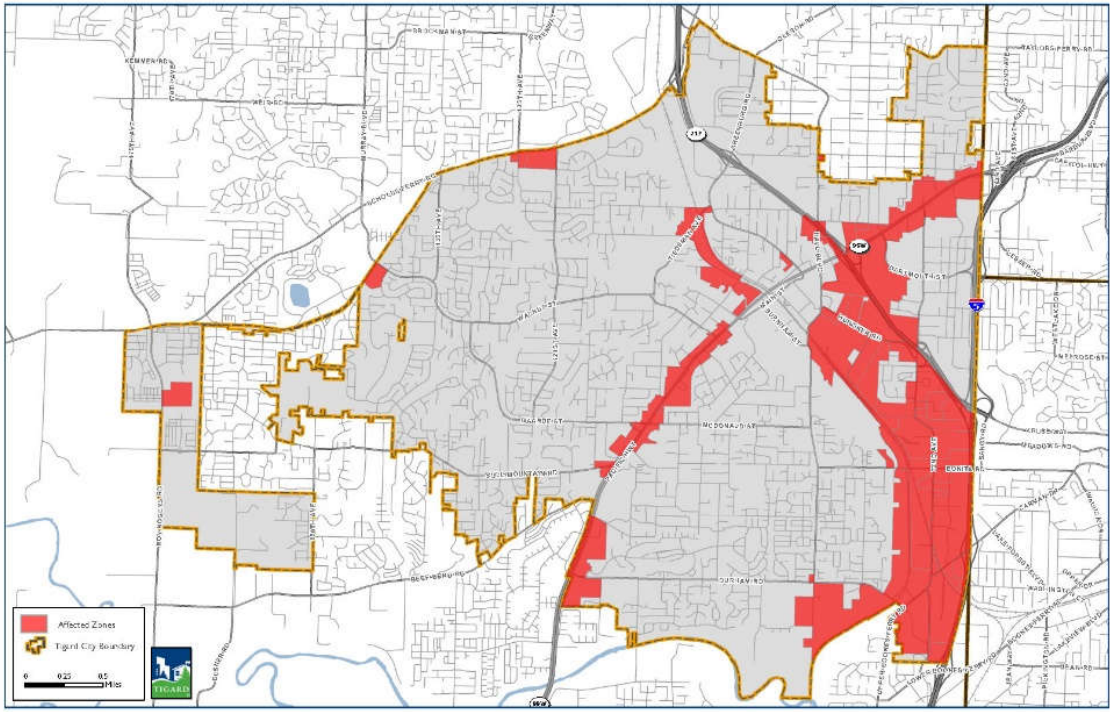
PROJECT INTRODUCTION

- **Tigard**
  - **M**aintain
  - **A**dvance
  - **D**iversify
  - **E**mployment



PROJECT LOCATION

Tigard MADE covers the City's employment lands: all commercial, industrial, and mixed-use zones not included in existing Plan Districts.



ECONOMIC OPPORTUNITIES ANALYSIS RESULTS: LAND CONSTRAINED

Need: 600-1100 acres

Have: 230 acres

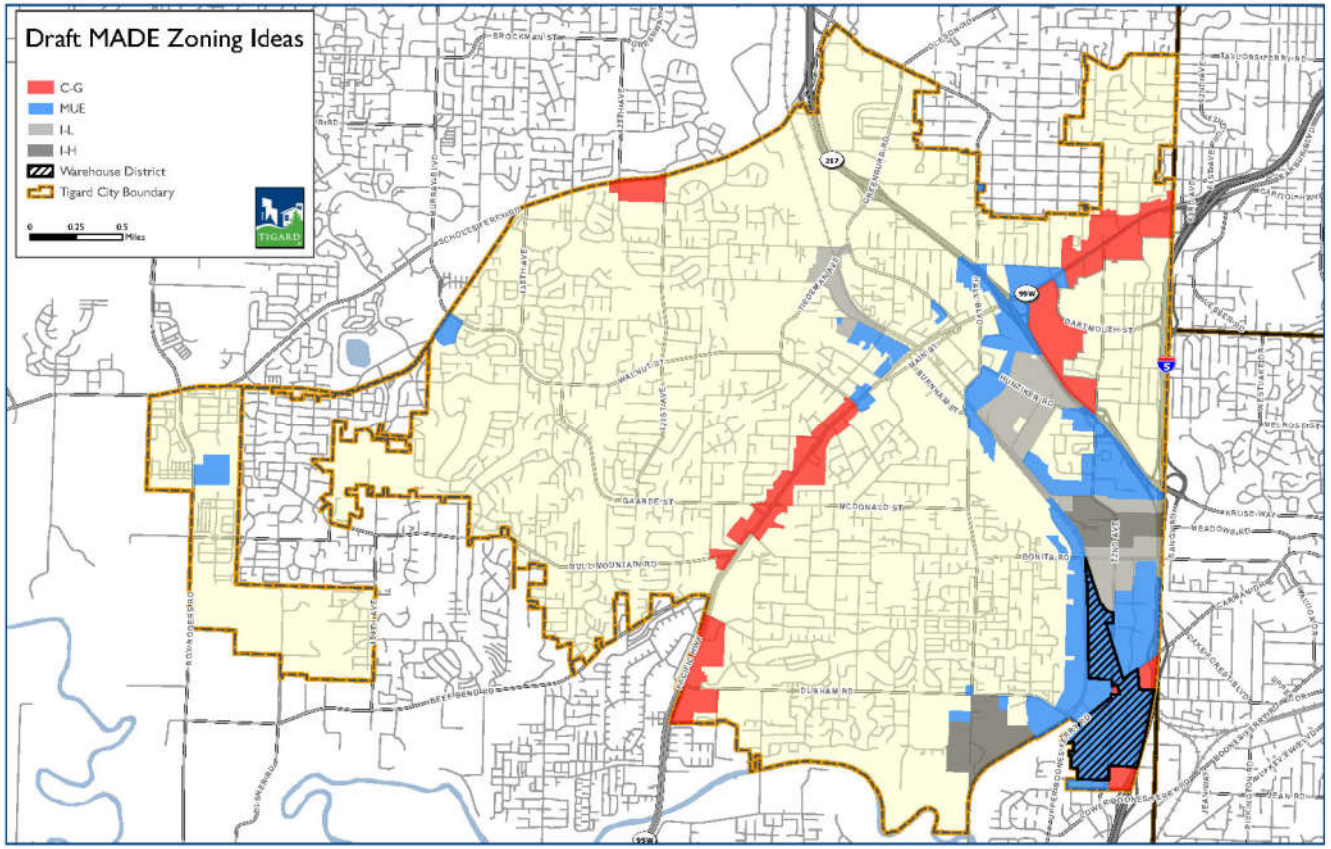
POLICY DECISIONS

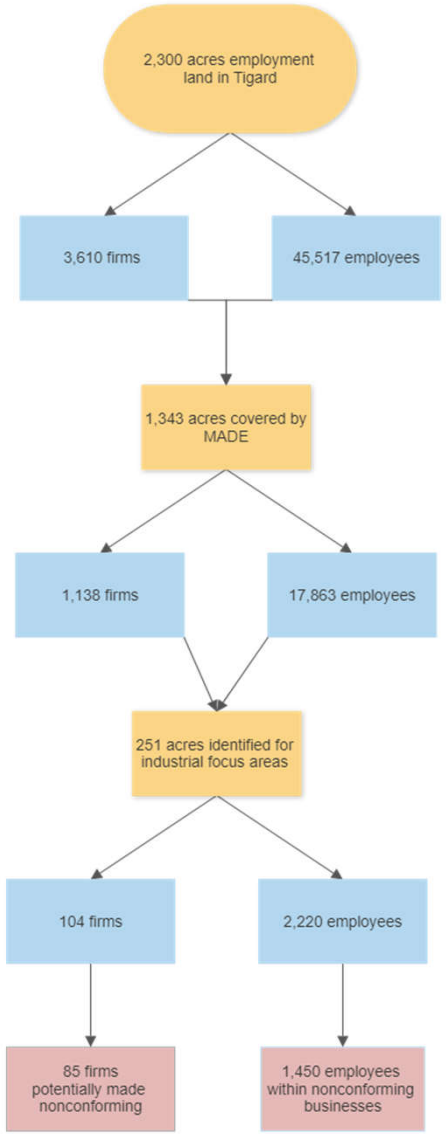
- These updates will create nonconforming situations for some existing businesses…
  - Should we move forward with prioritizing **job density**?
  - How should we treat **nonconforming uses**?

NONCONFORMING CIRCUMSTANCES

- What it means:
  - Use can still remain, but not expand
  - Can switch out with an identical use, if building not vacant longer than six months
  - Cannot switch out with another prohibited/nonconforming use
  - Once an allowed use locates there, the nonconforming rights are terminated

DRAFT Zoning Ideas




2,300 acres employment land in Tigard
3,610 firms
45,517 employees
1,343 acres covered by MADE
1,138 firms
17,863 employees
251 acres identified for industrial focus areas
104 firms
2,220 employees
85 firms potentially made nonconforming
1,450 employees within nonconforming businesses

STAFF RECOMMENDATION

- Continue with Development Code updates, including where they create nonconforming circumstances, to promote development that aligns with Strategic Plan Objectives and City Council Goals.

PROJECT SCHEDULE

- **Development Code and Policy Adoption:**

  Fall/Winter 2023

- **Development Code and Policy Implementation:**

  Winter 2024

THANK YOU

Questions?

18.50 Nonconforming Circumstances

The code currently allows a nonconforming use to continue even if tenants/owners change, so long as the property remains vacant for no longer than six months between tenants. Staff proposes increasing the vacancy term to allow one to two years vacancy between tenants.

18.100 Base Zones

The framework for potential zoning under MADE centers on converting the nine existing MADE-covered zones into four new zones.

- **C-G: General Commercial**: allows a wide range of auto-centric commercial activity and building sizes.
- **MUE: Mixed-Use Employment**: allows the broadest range of low impact uses to locate near each other.
- **I-L: Light Industrial**: promotes manufacturing businesses with a higher density of on-site industrial-sector jobs.
- **I-H: Heavy Industrial**: maintains a refuge for heavy manufacturing with heavier off-site impacts.

Comparison of Primary Use Standard Changes

Use standards regulate where different business types can locate in the city. The biggest potential changes to use standards are summarized in the table below and detailed further in the following sections.

	Current Commercial Zoning (All Commercial Zones)	**Current Industrial Zoning (All Industrial Zones)**	**Where changing to C-G…**	**Where changing to MUE…**	**Where changing to I-L…**	**Where changing to I-H…**
Commercial Sales and Services	Mostly allowed without restriction	Mostly prohibited	Mostly allowed without restriction	Mostly allowed, with some restrictions on size and drive-throughs	Allowed with restriction on size	Prohibited
Warehouse and Distribution	Prohibited	Mostly allowed	Allowed	Allowed with size restrictions	Prohibited	Prohibited
Off-Site Services	Prohibited	Mostly allowed	Allowed	Allowed with size restrictions	Prohibited	Prohibited

Industrial and Manufacturing	Prohibited	Mostly allowed	Allowed	Allowed	Allowed	Allowed
Indoor Entertainment	Mostly allowed	Mostly prohibited	Allowed	Allowed with size restrictions	Prohibited	Prohibited
Gas stations	Mostly conditionally allowed	Mostly allowed	Allowed	Prohibited	Prohibited	Prohibited
Auto repair	Mostly conditionally allowed or prohibited	Mostly allowed	Allowed	Prohibited	Regional scale allowed	Regional scale allowed
Auto sales	Mostly prohibited	Mostly allowed	Allowed	Prohibited	Prohibited	Prohibited
Self-Service Storage	Mostly prohibited	Allowed	Prohibited except as part of mixed-use development	Prohibited except as part of mixed-use development	Prohibited except as part of mixed-use development	Prohibited except as part of mixed-use development

18.120.030 Commercial Land Use Standards

Staff proposes allowing a much broader range of uses within the C-G and MUE zones on both the industrial and commercial ends of the spectrum. While C-G would accommodate a range of uses from mom-and-pop shops to larger scale retail or warehouse, MUE would focus on smaller sizes for commercial and warehouse uses to accommodate more mixed-use development and mobility. Changes to this chapter would include:

- Allowing self-service storage only as part of a mixed-use building.
- Allowing a wide range of uses in the **C-G** zone: continuing to allow the same uses plus also allowing Industrial and Manufacturing, Off-Site Services, and Warehouse and Distribution.
- Allowing a wide range of uses in the **MUE** zone, with the following restrictions to encourage smaller-scale pedestrian-friendly development. An increase to square footage limits in return for community benefits can be considered through a land use review.
    - Commercial Sales and Services allowed up to 25,000 square feet.
    - Off-site services allowed up to 20,000 square feet and 20 vehicles parked overnight.
    - Warehouse and Distribution allowed up to 20,000 square feet.
    - No drive-throughs, gas stations, motor vehicle sales, or motor vehicle repair.
    - A Warehouse and Distribution Overlay allowing existing Warehouse and Distribution square footage within this boundary (see attached map) to continue to be allowed.

18.130.030 Industrial Land Use Standards

Staff proposes shrinking the amount of land zoned industrial, but coupling that change with more focused use standards in these zones. Changes to industrial use standards could include:

- Allowing only Industrial and Manufacturing uses in the I-H zone.
- Allowing Industrial and Manufacturing uses in the I-L zone, and placing the following limitations or prohibitions on other uses:
    - Prohibit Warehouse and Distribution, Indoor Entertainment, and Off-Site Services.
    - Allow up to 5,000 square feet of accessory/secondary Commercial Sales and Services per site.
    - Allow only regional scale auto repair.

Draft MADE Zoning Ideas

- C-G
- MUE
- I-L
- I-H
- Warehouse District
- Tigard City Boundary

0 0.25 0.5 Miles

TIGARD

BROCKMAN ST
GREENWAY
IR RD
125TH AVE
MURRAY BLVD
SCHOLLS FERRY RD
135TH AVE
OLESON RD
TAYLORS FERRY RD
62ND AVE
62ND DR
61ST AVE
63RD AVE
BARBUR BLVD
CAPITOL HWY
217
GREENBURG RD
TIEDEMAN AVE
99W
HALL BLVD
DARTMOUTH ST
LESSER RD
5
MAIN ST
BURNHAM ST
HUNZIKER RD
WESTLAKE DR
MELROSE ST
WALNUT ST
121ST AVE
GAARDE ST
MCDONALD ST
BULL MOUNTAIN RD
BONITA RD
72ND AVE
BANGY RD
KRUSE WAY
MEADOWS RD
CARMAN DR
WAHLGA DR
LAKE FOREST BLVD
UPPER DR
ROY ROGERS RD
150TH AVE
BEEF BEND RD
PACIFIC HWY
DURHAM RD
UPPER BOONES FERRY RD
BOONES FERRY RD
LOWER BOONES FERRY RD
LAKEVIEW BLVD
JEAN WAY
JEAN RD
PILKINGTON RD
EISNER RD
99W

AIS-5175 **10.**

Business Meeting

Meeting Date: 03/14/2023

Length (in minutes): 20 Minutes

Agenda Title: Proclamation Process

Authored By: Nicole Hendrix

Presented By: Nicole Hendrix, Senior Management Analyst

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Proclamations are an opportunity to make a public, official announcement recognizing a day, week, or month in honor of a cause, person or group, or occasion that has significance to the Tigard community.

ACTION REQUESTED

City Council is asked to provide input on and consider approval to move forward with the proposed proclamation process.

BACKGROUND INFORMATION

The proposed proclamation process was informed by input from the Mayor as well as examples from other cities such as the City of Beaverton and Portland. The proposed workflow can be found in Attachment A and a comparison of the current and proposed process can be found below.

Proclamation Submittal

In the current process, requests come through a variety of venues, mostly email, with inconsistent information and timing of the request.

The proposed process has all requests being submitted through an online webform, with a preference that requests are submitted six weeks prior to the requested proclamation date. The webform asks for draft proclamation language, asks if the requestor would like the proclamation to be recognized at City Council, and more. Submitted forms are immediately routed to the Mayor and staff member.

Review

The current process has Tigard team members developing proclamation language and submitting as an Agenda Item Summary (AIS) for City Council review. Input from the Mayor has varied depending on the Mayor's preference.

The proposed process provides two to three weeks for the Mayor, or designated team member, to review, develop edits, and coordinate revisions with the requestor.

Decision
Currently, the decision is made by a vote of City Council.

The proposed process suggests proclamations are at the discretion of the Mayor who may approve, approve with edits, or deny any request. City Council would be notified with a summary and status of proclamation decisions. If denied, the Mayor or team member will notify the requestor.

Coordination (if approved)
In the current process, the City Management team coordinates with the Council and requester throughout the process.

The proposed process has City Management finalize the proclamation for the Mayor's signature or, if requested by the submitter, prepare for a City Council reading under a dedicated "Proclamations" agenda area.

Action (if approved)
In the current process, once City Council approves, the proclamation is signed and sent to the requestor.

The proposed process suggests that a final signed copy of the proclamation is sent to the requester. If the requestor indicated interest in public recognition at a City Council meeting, the proclamation will be read in full by the Mayor at the City Council meeting.

ALTERNATIVES & RECOMMENDATION

City Council may request adjustments to the proposed process. The team recommends approving the proposed proclamation process.

ADDITIONAL RESOURCES

Proposed website: https://www.tigard-or.gov/your-government/council/proclamations
Proposed webform: https://forms.office.com/g/SeHNVGeyFr

Attachments

Attachment A - Proposed Proclamation Workflow

Powerpoint - Proclamation Process

PROCLAMATION WORKFLOW

City of Tigard

Submittal
6 weeks before proclaimed date

- Webform request submitted.
- Forms directed to Mayor for review & team copied.
- Team provides Mayor with summary & status of requests.

Review
4-6 weeks before proclaimed date

- Mayor, or delegated team member, coordinate with requester to resolve any questions.
- Develop edits, if any.

Decision
3 weeks before proclaimed date

- Mayor approves.
- Mayor. approves with edits.
- Mayor declines.
  - Contact requester to inform of decision.

- Team provides City Council with summary & status of decisions.

Coordination
2-3 weeks before proclaimed date

IF APPROVED

- Team finalizes proclamation then:
- Submits agenda item & coordinates with requester for recognition.

OR

- Submit to Mayor with signature.

Action
Proclamation date & after

- {OPTIONAL} City Council meeting recognizing proclamation.
- {OPTIONAL} Mayor provides proclamation at requesters event.
- Team sends signed proclamation to requesters.

Proclamation Process

City Council

March 14, 2023

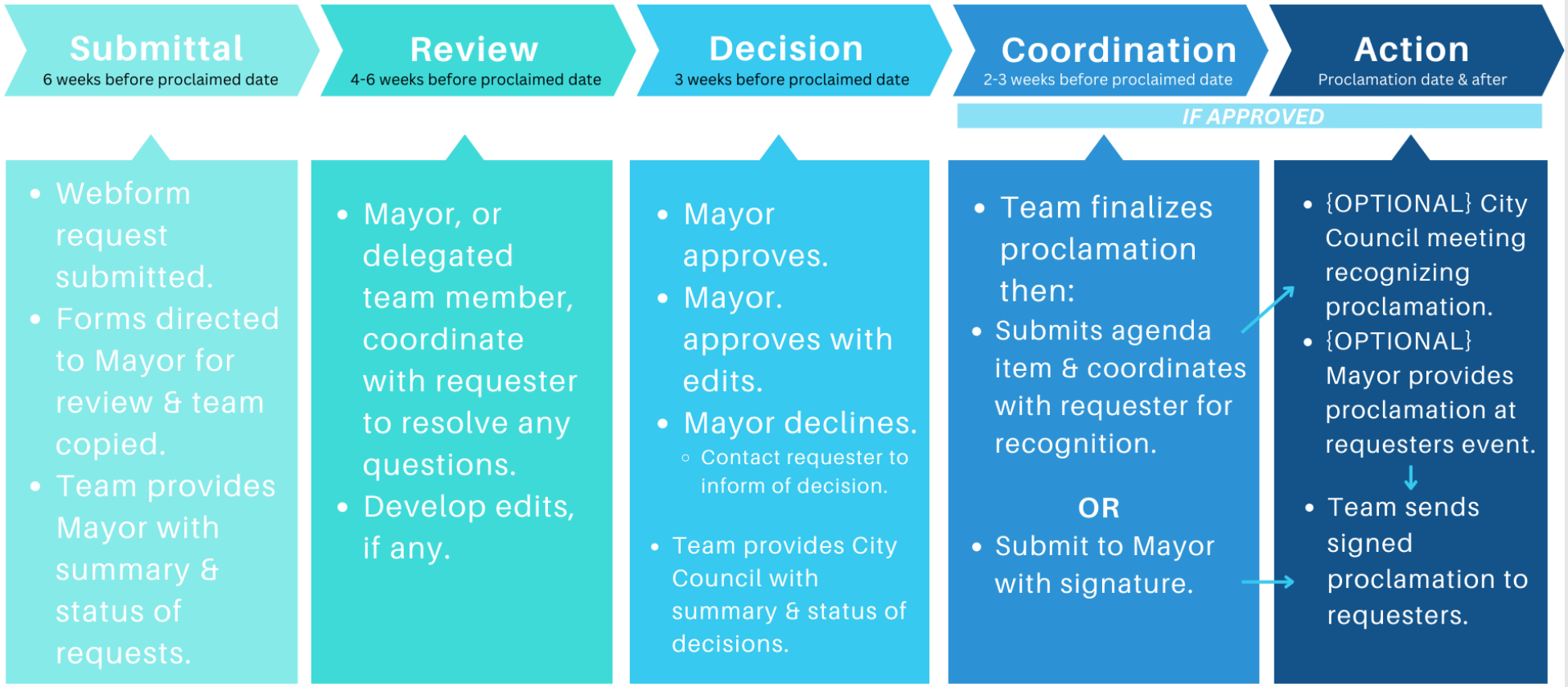
Overview

- At Council Goal Setting, City Council agreed to remove the proclamation process from Council Ground Rules.
- The proposed process was informed by examples from other communities and input from the Mayor.
- The workflow is accompanied by a public proclamation website and proclamation request webform.

Action: Provide input on proposed process and direction on next steps.

PROCLAMATION WORKFLOW

City of Tigard



Thank you

Action: Provide input on proposed process and direction on next steps.

City of Tigard