City *of* Tigard

Tigard Business Meeting –Agenda

TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD

MEETING DATE AND TIME:	FEBRUARY 6, 2024 - 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 Oregon House Bill 2560, 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 by noon the day before the meeting date.
- 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 two minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: February 6, 2024 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/4972/372).

Upon request, the City will 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.

City *of* Tigard

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MEETING DATE AND TIME: FEBRUARY 6, 2024 - 6:30 p.m. Business Meeting

MEETING LOCATION: Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

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. PROCLAMATIONS AND RECOGNITION **6:35 p.m. estimated time**

   A. BLACK HISTORY MONTH PROCLAMATION

3. PUBLIC COMMENT

   A. Follow-up to Previous Public Comment

   B. Public Comment – Written

   C. Public Comment – In Person

   D. Public Comment – Phone-In

   E. Public Comment – Video

4. CITY MANAGER REPORT **6:45 p.m. estimated time**

5. CONSENT AGENDA: (Tigard City Council & Local Contract Review Board) 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. **6:50 p.m. estimated time**

   A. CONTRACT AMENDMENT FOR RED ROCK CREEK STABILIZATION AND ENHANCEMENT

   B. 2024 STATE AND FEDERAL LEGISLATIVE AGENDAS

- *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.*

6. CONSIDER IGA BETWEEN THE CITY OF TIGARD AND METRO ACCEPTING THE STEVE STREET PARK DEVELOPMENT PROJECT **6:55 p.m. estimated time**

7. FOURTH OF JULY DRONE DISPLAY **7:10 p.m. estimated time**

8. RENEWAL LEVY - FIRST DISCUSSION OF BALLOT TITLE **7:25 p.m. estimated time**

9. SMARTER CHARTER - FIRST DISCUSSION OF BALLOT TITLE **7:55 p.m. estimated time**

10. FIREWORKS DISCUSSION **8:25 p.m. estimated time**

11. NON-AGENDA ITEMS

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

AIS-5427 **2. A.**

Business Meeting

Meeting Date: 02/06/2024

Length (in minutes): 5 Minutes

Agenda Title: Black History Month Proclamation

Authored By: Carol Krager

Presented By: Mayor Lueb

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

February is Black History Month and teammates would like to recognize and celebrate it with a proclamation issued by Mayor Lueb.

ACTION REQUESTED

Teammates request that Mayor Lueb proclaim February as Black History Month.

BACKGROUND INFORMATION

The City of Tigard Council and teammates take pride in recognizing February 2024 as Black History Month, honoring the many notable contributions that people of African descent have made to our country. Mayor Lueb will proclaim February 1-29, 2024 as Black History Month 2024 in the City of Tigard.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

Proclamation

Proclamation

City *of* Tigard

CITY OF TIGARD PROCLAMATION IN HONOR OF BLACK HISTORY MONTH 2024

WHEREAS, the City of Tigard City Council takes pride in recognizing February 2024 as Black History Month, honoring the many notable contributions that people of African descent have made to our country; and

WHEREAS, we celebrate the diversity of Black people in Tigard, the State of Oregon, our nation and the Black diaspora, whether they self-identify as African, African American, AfroLatino, Afro-Caribbean, Black, or in another way; and

WHEREAS, we recognize this year's Black History Month theme of "African Americans and the Arts" and note the valuable and beautiful contributions Black people have made in visual art, music, dance, literature, film, and all other art forms; and

WHEREAS, artistic and cultural movements such as New Negro, Black Arts, Black Renaissance, the blues, hip-hop, and Afrofuturism have been led by people of African descent and set the standard for popular trends around the world; and

WHEREAS, we uplift and appreciate these achievements and countless other ways Black Americans contribute to their communities and families, all industries and sectors, and numerous forms of labor both paid and unpaid despite the anti-Black racism, discrimination, and colorism that still proliferates our country; and

WHEREAS, today, we celebrate and affirm those who have sacrificed, yet also accomplished much, in the struggle for justice and equality.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Heidi Lueb of the City of Tigard, do hereby proclaim February 1st - 29th, 2024, as Black History Month and call upon the people of Tigard to observe this month with activities and reflections, including by learning about Black music, art, film, and literature, and to continue our efforts to create a world that is more just, equitable and prosperous for all.

Dated this ____ day of February, 2024

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Carol A. Krager, City Recorder

AIS-5419	**5. A.**
Business Meeting	
Meeting Date:	02/06/2024
Length (in minutes):	Consent Item
Agenda Title:	Contract Amendment for Red Rock Creek Stabilization and Enhancement
Authored By:	Toni Riccardi
Presented By:	Principal Engineer Newbury
Item Type:	Motion Requested
Public Hearing Newspaper Legal Ad Required?:	Yes
Public Hearing Publication Date in Newspaper:	

Information

EXPLANATION OF ISSUE

The purpose of this action is to approve a contract amendment to OTAK, Inc. for the Red Rock Creek Stabilization and Enhancement project.

ACTION REQUESTED

Staff recommends the Local Contract Review Board approve the contract amendment to OTAK, Inc. for an amount of $427,430 and authorize the City Manager to take the steps necessary to execute the amendment.

BACKGROUND INFORMATION

The Red Rock Creek Stabilization project will provide stream enhancements and long-term stabilization to Red Rock Creek from just downstream of SW Dartmouth St. upstream to SW 72nd Ave. in the Tigard Triangle. This project is identified as a high priority in the City's 2018 Stormwater System Plan as this section of stream has experienced severe erosion due to runoff from developed areas. This erosion has resulted in stream incision up to 25 feet deep and has caused multiple line breaks to an existing sanitary sewer line that has been exposed. This erosion has also led to excess sediment being deposited near the SW Dartmouth St. crossing leading to localized flooding. Future development in the Tigard Triangle will also add stormwater runoff and contribute to the degradation of the creek.

To address the erosion, stream enhancement and stabilization measures will be constructed within the project area. These measures will include: beaver analog dams, woody debris, check dams, imported river rock, and other structural and light grade control measures recommended by the design team. To address the localized flooding at SW Dartmouth St., sediment removal and wetland enhancement and enlargement will be implemented near SW Dartmouth St. to improve stream function.

The Local Contract Review board approved a professional services contract with OTAK, Inc. on January 11, 2022 to complete the design, permitting, and construction observation for the project. OTAK, Inc. is currently working on the 90% design plans but during the design phase, several out of contract scope items were encountered. Those include:

1. Phase II environmental study. A phase I study was completed and there were contaminants found in the soil which required a more extension Phase II study to be completed.
2. Additional outreach to property owners included exhibits created showing Red Rock Cr. improvements, future Red Rock Cr. trail, and future development scenarios at the former Tigard Cinema site.
3. An additional easement description and exhibit needed for easement acquisition.
4. Land use submittal due to property acquisition. Costco requested the City purchase their property within the greenway which requires a lot line consolidation Type I land use review and plat work.
5. Design scope additions that were determined to be needed after 30% design including public sanitary sewer realignment within the former Tigard Cinema site to avoid impacts with the creek, slip lining Dartmouth Culverts to extend service life, adjustments to storm sewer on SW Atlanta Street, grading for the future Red Rock Cr. trail between Atlanta and 72nd, maintenance access for sanitary sewer downstream of Dartmouth, and disposal of non-hazardous contaminated soils.
6. Additional permitting required with Oregon DEQ due to contaminated soil and Clean Water Services due to grading for the future Red Rock Cr. trail.

This amendment covers these out of scope items and will allow the consultant to continue with the design, permitting, and construction observation of the project. Project is expected to go out to bid later this spring with construction beginning this summer. It's expected the construction will last 2 years.

Dates of Previous Considerations
January 11, 2022 LCRP approval of the professional services contract.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
City of Tigard Strategic Plan 2020-2025 Strategic Priority 3.2F, "Protect and restore the ecological functions of and maximize the ecosystem services of streams, wetlands, and associated riparian corridors."

ALTERNATIVES & RECOMMENDATION

The Local Contract Review Board may choose to not approve the contract amendment and issue a solicitation for the remaining design and permitting work. This would cause a delay in the project schedule and additional time spent by city staff. It will also add inefficiencies and time for the new consultant with familiarizing them with previous work done.

ADDITIONAL RESOURCES

Fiscal Impact

Cost: $427,430

Budgeted (yes or no): yes

Where budgeted?: CIP project funding, Stormwater and Sanitary Fund

Additional Fiscal Notes:

This amendment is covered by contingency funds within the CIP project budget and additional funding from Sanitary and Storm Fund available balances.

Attachments

No file(s) attached.

AIS-5432 **5. B.**

Business Meeting

Meeting Date: 02/06/2024

Length (in minutes): Consent Item

Agenda Title: 2024 State and Federal Legislative Agendas

Authored By: Nicole Hendrix

Presented By:

Item Type: Motion Requested

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Each year, City Council considers its council goals as well as community priorities, issues, and opportunities in developing its state and federal legislative agenda. These are conveyed in agency meetings and used to inform partnerships, support, and opposition of bills, investments, and programs. Legislative agendas highlight city priorities and are one tool to advocate for important initiatives. In addition to the legislative agendas, the city and its partners pursue specific opportunities that align with our values as they arise.

The attached agendas provide overarching priority areas along with specific requests the Tigard team will pursue at the state and federal level in the upcoming year.

ACTION REQUESTED

City Council is asked to affirm Tigard's 2024 State and Federal Legislative Agendas.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

The legislative agenda drafts were first presented to City Council on January 9, 2024. Given the focus of the State legislative short session, Council directed the Tigard team to revise the state agenda to be more focused and include Tigard's stance on Measure 110. At their January 16, 2024 Council meeting, City Council provided their position, requesting reform of M110, for inclusion in the state legislative agenda. For the Federal legislative agenda, Council directed the team to add efforts to have Tigard get its own ZIP code and work with CFM Advocates to get additional information around direct flights to Asia from Portland and train travel time through the City.

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

The state and federal legislative agendas help guide policy and advocacy actions in 2024. The recommended agendas advance key initiatives guided by Tigard's Community Promise, Council Goals, and Strategic Plan values of equitable, walkable, healthy, and accessible. Upon approval, design of the agenda will be finalized and then distributed to key partners, neighboring jurisdictions, and other organizations with shared goals.

ALTERNATIVES & RECOMMENDATION

The Tigard team recommends City Council affirm the legislative agenda language as presented. Alternatively, City Council could provide direction and feedback on these agendas.

ADDITIONAL RESOURCES

Attachments

2024 State Legislative Agenda Draft

2024 Federal Legislative Agenda Draft

2024 Tigard State Legislative Agenda Items

Transportation and Infrastructure – The City of Tigard supports equitable, accessible, safe, and climate-friendly transportation and infrastructure policy and investments.

State of Good Repair and ODOT-owned Urban Arterials. The City seeks funding for State of Good Repair, complete street, and safety improvements on SW Hall Boulevard. ODOT, Washington County, and the City are advancing discussions on the potential transfer of three to four miles of Hall Blvd to the City in favor of improved management and maintenance.

ODOT Project Delivery. Increase funding for ODOT project delivery capacity and prioritization of active transportation infrastructure to avoid costly delays to local agencies.

Greenhouse Gas Emission State Reduction Targets. Advance efforts to reduce and regulate emissions to meet state reduction goals, including supporting programs such as Climate-Friendly and Equitable Communities, Equitable Oregon Electric Vehicle Rebate incentives including the Charge Ahead incentives, and Climate Protection Program.

Use of Proposed Road Pricing Revenue. Revenue generated through road pricing is an important tool to manage congestion and should be used to provide equitable transportation alternatives.

Measure 110 Reform. Tigard supports efforts to reform existing language in Measure 110 and will actively respond to new information on this measure as its introduced in the short session.

Housing Services – Tigard supports increased funding and legislation for stable, climate-friendly housing, land use and support services.

Houselessness Services. Tigard supports funding efforts to respond to immediate health and wellness services for houseless community members, including the operation and maintenance of emergency/temporary shelters, safe spaces, hygiene stations, debris removal, encampment removal programs, and access to information.

Affordable Housing Reform. Tigard supports legislation that would provide state funds to cover local system development charges for the development of affordable housing and climate reform.

Tenant Protections & Support. Rent assistance programs should be expanded to assure that Oregon's housing crisis does not grow worse. Continued rent cap reform and consideration of utility cost increases should be pursued. The state should establish a right to counsel, expanding access to public defenders for tenants, and a legal aid fund to ensure adherence to tenant protection laws.

Our Community Promise, or "5 E's", is the lens through which we approach all initiatives, guiding the Tigard team in all we do. Our 5 E's are: Equity, Environment, Economy, Engagement, and Excellence.

In coordination with our partners, Tigard will pursue specific state opportunities that align with our values as they arise.

DRAFT

2024 Tigard Federal Legislative Agenda Items

Project and Program Specific Funding Requests

The City will pursue federal grants and funding opportunities for projects that advance Tigard's vision and values.

Hall Blvd Safety Improvements. Hall Boulevard is a state-owned urban arterial that runs through Beaverton, unincorporated Washington County, and the City of Tigard serving numerous residences, businesses, parks, schools, and transit. The failing assets along this corridor and insufficient safety infrastructure have led the City to pursue negotiations with ODOT to transfer the Tigard section of Hall Boulevard to the City so that it can be better managed and maintained in line with our community's vision for a safe, accessible, and functional transportation system. Funding for infrastructure improvements to a state of good repair would facilitate the transfer of this facility to the City.

Universal Plaza Phase 2. Tigard requests $2 million to complete Phase 2 of Universal Plaza. Phase 2 includes construction of an ADA-accessible community room and architectural canopy over the plaza's southern edge. It provides weather protection for the farmer's market promenade, food vendors, and performances for community congregation and connection. This Plaza serves a diverse cross-section of the community, providing a gathering place for socially-vulnerable and lower-income residents who live near this site. The location is served by active and public transportation, including the Fanno Creek Regional Trail System, supporting the City's goals around health and walkability.

Community Resilience Center. The City of Tigard is requesting $500,000 to transform the Tigard Public Library into a Community Resilience Center for emergency cooling and heating. Currently, there is no designated community warming, cooling, or clean air center in Tigard. As the frequency of extreme weather events increase, it's imperative that Tigard's unhoused and vulnerable residents have a safe, accessible place to seek shelter during extreme weather events.

Climate Action Plan. The City plans to request federal funding to develop a Climate Action Plan to develop and prioritize investments and policies to make progress on the City's climate mitigation and adaptation goals. The Climate Action Plan will center equity in the recommended policies, plans, and investments to move the community towards a more resilient future.

Neighborhood Access and Equity Grant Program. The City's social vulnerability mapping indicates that some of Tigard's BIPOC, lower-income, and historically underserved communities have limited access to connection and opportunity because of infrastructure configuration and design. State and County roadways, especially Hall Blvd and Greenburg Rd, currently create barriers; with investment in pedestrian infrastructure and safe crossings, the livability, safety, and access along these corridors would be improved.

Clean Heavy-Duty Vehicle Program. The City requests support for opportunities to obtain cleaner heavy-duty City fleet vehicles and related charging infrastructure.

DRAFT

Transportation and Infrastructure

The City of Tigard supports equitable, accessible, safe, and climate-friendly transportation and infrastructure policy and investments. The Infrastructure Investment and Jobs Act and Inflation Reduction Act were important actions taken in 2022 and 2023 – with some program funds ability to go directly to cities, Tigard plans to pursue those opportunities.

Resilient Infrastructure. Cities need support to build and invest in sustainable, resilient, and inclusive infrastructure. Backup emergency power generation for water intake and treatment is one example of resilient infrastructure that Tigard is pursuing funding for in partnership with Lake Oswego. Direct investment will help meet the growing demands on our infrastructure to support resilient communities.

Southwest Corridor Light Rail. The City is part of a coalition working to extend light rail service from Portland to Tigard. The proposed Light Rail corridor serving Tigard, Beaverton, Portland, and other regional cities, is expected to carry around 40,000 passengers daily and reduce congestion.

Electric Mobility Transition. Tigard supports further increased access to electric mobility infrastructure and incentives for electric mobility adoption in low-income households and communities to ensure that the electric mobility transition is equitable. Ensure new funding programs are inclusive of micro-mobility modes, shared mobility, and Mobility as a Service models.

Broadband and Digital Access. Support and funding for increased broadband infrastructure deployment and technical assistance is critical to economic development, education, health and safety and the ability of residents to be linked to their governments. The pandemic has only amplified the need for digital access.

Affordable Housing. The City supports legislation to remove barriers for local governments to address the housing affordability crisis and federal investments that increase access to, and supply of, affordable housing units.

City Funding & Additional Opportunities

Restore Advanced Refunding. The City supports refinancing of municipal bonds which was eliminated in the 2017 tax bill. Refinancing bonds lowers the debt service for local governments and is a financing tool that reduces the burden on community members.

Restore State and Local Tax Deductions. The City's residents pay an unequitable portion of their income in taxes as a result of upper limit placed on SALT deductions in the 2017 tax bill.

Tigard ZIP Code. Tigard supports coordination efforts with the U.S. Postal Service for the City of Tigard to have its own ZIP code.

This agenda highlights key city priorities and is one tool to support and advocate for important initiatives. In coordination with our partners, Tigard will pursue specific opportunities that align with our values as they arise.

DRAFT

AIS-5407 **6.**

Business Meeting

Meeting Date: 02/06/2024

Length (in minutes): 15 Minutes

Agenda Title: Consider the Approval of an IGA between City of Tigard and Metro to accept the Steve Street Park Development Project

Authored By: Rick Gruen

Presented By: Parks and Recreation Manager Rick Gruen and Engineering Project Manager Carla Staedter

Item Type: Motion Requested

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

An Intergovernmental Agreement (IGA) is required to accept the Steve Street Park development project for inclusion in a Metro 2019 Parks and Nature Bond Local Share IGA Between Metro and the City of Tigard.

ACTION REQUESTED

Staff recommends Council approve the IGA between City of Tigard and Metro as attached and authorize the City Manager to execute.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 authorizing Metro to issue $475 million in general obligation bonds to preserve natural areas, clean water,and protect fish and wildlife. The Measure provides that Metro distribute $92 million of bond funds to local government park providers to protect land, restore habitat, and build and care for parks that connect people to nature in local communities. After voters approved the Measure, Metro developed the Local Share Handbook. The Handbook contains the requirements that each eligible park provider must follow to receive its respective proportionate share of Local Share Bond Funds. The Handbook requires park providers to apply consistently the community engagement, racial equity, and climate resilience criteria. The City of Tigard, a local government jurisdiction, is designated to receive $3,107,156 of Allocated Bond Funds. In accordance with the Handbook, the City of Tigard has completed the Handbook's submittal process, including formal identification of a project or projects. Metro has determined that the City of Tigard may use Local Share Bond

Funds to pay for project-related costs pursuant to the IGA and Attachment A. Final design and engineering can begin following the execution of the IGA, followed by the requisite land use permitting processes. Construction is expected to begin in 2025.

Public Involvement

The public was engaged in a variety of ways, including on-site open houses, community surveys,

website, and point of contact outreach at a number of city events. Information about the park project was provided in both English and Spanish.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
The long awaited construction of Steve Street Park will meet a strategic goal of the City and Parks and Recreation System Plan by building a park in one of the City's identified underserved gap areas lacking a park within a 10-minute walk. Local Share funds provided by the 2019 Parks and Nature Bond will significantly reduce the impact on the Park SDC fund balance.

ALTERNATIVES & RECOMMENDATION

Council can choose not to approve the IGA at this time and direct staff to find an alternate project or alternate source of funds. These actions would result in delaying the construction of Steve Street Park.

ADDITIONAL RESOURCES

Fiscal Impact

Cost:	$1,833,000
Budgeted (yes or no):	Yes
Where Budgeted (department/program):	PW/Parks CIP

Additional Fiscal Notes:

Budget Breakdown: Metro Local Share Contribution - $1,363,000; Parks SDC's - $470,000; Total Budget Estimate - $1,833,000

Attachments

Tigard Local Share IGA
Presentation

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

Metro Contract No.

Review Draft 12062023

INTERGOVERNMENTAL AGREEMENT
Metro – City of Tigard

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

BACKGROUND

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

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

Park Provider is a local government jurisdiction designated to receive $3,107,156of Allocated Bond Funds. In accordance with the Handbook, Park Provider has completed the Handbook's submittal process, including formal identification of a project or projects. Metro has determined that Park Provider may use Local Share Bond Funds to pay for project-related costs pursuant to this Agreement.

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

AGREEMENT

1. Identified Local Share Projects

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

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

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

2. Limitations of Funding

2.1 Payment and Use of Allocated Bond Funds. Metro will provide the Allocated Bond Funds to Park Provider on a project-by-project basis. The total amount of Allocated Bond Funds Metro provides may not exceed the project cost for a particular project. Metro has no obligation under this Agreement

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other than for the payment of Allocated Bond Funds on a project-by-project basis, as described in Attachment B to this Agreement. Park Provider will use the Allocated Bond Funds it receives only for the purposes specified in this Agreement.

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

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

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

3. Real Property Acquisitions Requirements

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

A. Park Provider must hold title to the property in Park Provider's name;

B. Park Provider must acquire the property interest from willing sellers and Park Provider may not exercise any powers of eminent domain;

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

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the appraised fair market value; and

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

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

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

4. Capital Construction Projects: Requirements

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

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

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

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

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

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

5. Funding Recognition

5.1 Overall Funding Recognition Requirements. At least once during the Term of the Agreement, Park Provider will hold a public meeting with members of Park Provider's governing body, at which Park Provider will recognize Park Provider's partnership with Metro to complete Park Provider's projects. Park Provider will provide the Local Share Program Manager with written notice of such public meeting at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

5.2 Individual Project Funding Recognition Requirements.

A. Park Provider will (1) coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate, (2) recognize the Measure as a funding source at any such event, and (3) provide a speaking opportunity for the Metro elected official representing the district in which the project is located, if such opportunities are provided to Park Provider or other public officials.

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

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

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

6. Reporting Requirements

6.1 Regular Reporting Requirements. Metro distribution of Allocated Bond Funds is conditioned on Park Provider's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff to staff conferences as needed, an annual financial report, and an annual outcomes and impact report as described in Section 6.1(C) below. Metro may revise any report template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

A. Staff-to-Staff Conferences. Park Provider and Metro staff will confer as needed and at least every 6 months by telephone, video conference, in-person meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.

A. Biannual Progress Reports. By June 30 and December 31 of each fiscal year during the Term, Park Provider will provide brief updates in writing describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion. Progress Reports are an opportunity for Park Provider to summarize progress, identify

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successes and challenges of each project, and show that Park Provider has met the Measure goals and principles.

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

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

7. Project Records, Audits and Inspections

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

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A. Park Provider's performance of this Agreement, including but not limited to Park Provider's compliance with this Agreement;

B. Any claims arising from or relating to the performance of Park Provider under this Agreement or any public contract entered into by Park Provider that is related to this Agreement;

C. Any cost and pricing data relating to this Agreement;

D. Payments made to all suppliers, contractors and subcontractors engaged in any work for Park Provider related to this Agreement; and

E. Any financial match or other contribution of funds from any other source relating to any project.

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

7.3 Availability of Project Records. After Metro provides Park Provider with at least seven (7) days' prior notice of its intent to examine, audit, inspect and copy Project Records, Park Provider will make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor. Park Provider will make Project Records available within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. Park Provider authorizes and permits Metro Representatives to inspect, examine, copy and audit the books and Project Records of Park Provider related to the Project, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement. Park Provider agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Park Provider, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process. Metro will keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 7.5 below.

7.4 Costs of Audit. Park Provider agrees that if Metro's review of Project Records discloses

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

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

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

Park Provider will use the Allocated Bond Funds strictly in accordance with the terms set forth in this Agreement. Metro will require Park Provider to repay the Allocated Bond Fund to Metro if Park Provider breaches this Agreement. If an Acquisition Project fails to close within 90 days after Metro disburses the requested funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a Construction Project does not start within 60 days after Metro disburses funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a project is no longer used for a Bond Required Use or in compliance with the terms set forth in this Agreement, Park Provider will promptly repay the amount of Allocated Bond Funds disbursed for the project. Park Provider acknowledges and expressly affirms its repayment obligations set forth in this Section even if such failure is through no fault of Park Provider.

9. Term; Termination

9.1 Term. This Agreement terminates (add ten years after approximate signature date), 2033. The parties may agree to one extension of the Agreement, not to exceed two years. After termination of the Agreement, Metro will reallocate any funds Park Provider did not spend. The provisions of Sections 3.3, 4.4, 5, 7, 8, 12 and 14 will survive the completion of any project. Notwithstanding the foregoing, all terms of this Agreement will terminate on June 1, 2040.

Commented [A1]: Metro staff will add this once we have agreement on the IGA draft before finalizing for signature.

9.2 Termination for Cause.

A. Metro may terminate this Agreement, in full or in part, at any time during the Term of this Agreement if Metro reasonably determines that Park Provider has failed to comply with any provision of

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this Agreement and is therefore in default. Upon such termination, Metro may immediately withhold or suspend future distributions of Allocated Bond Funds in addition to any other rights and remedies set forth herein or available at law or in equity.

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

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

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

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

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

10. Dispute Resolution

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

11. Public Contracting Provisions; Compliance with Law

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

11.2 Compliance with Law. Park Provider will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Allocated Bond Funds. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

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funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act.

12. Indemnification; Limitation on Liability

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

12.2 Limitation on Liability. In no event will either Party be liable to the other for, and each Party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused, whether or not arising from a Party's sole, joint or concurrent negligence.

13. Oregon Law; Forum

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

14. Oregon Constitution and Tax Exempt Bond Covenants

Park Provider acknowledges that Metro's source of funds for the Local Share Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Park Provider covenants and agrees that (A) it will take no actions that would jeopardize

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Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Park Provider breaches these covenants, Park Provider will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any projects funded under this Agreement.

15. Notices

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

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Park Provider's Designated Representative(s):

Attn: Rick Gruen
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223
Phone: 503-718-2583(optional, do not use personal no.s)
Email: rickg@tigard-or.gov

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

with copy to:

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

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

16. Assignment; Entire Agreement; Merger; Waiver

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

17. Amendment

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

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18. No Third Party Beneficiaries

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

19. Relationship of Parties

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

20. Other Agreements

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

21. Further Assurances

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

22. No Attorney Fees

Except as otherwise set forth in Section 12.1 of this Agreement, in the event any arbitration, action or

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proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party will be responsible for its own attorneys' fees and expenses.

23. Limitations

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

24. Severability

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

25. Counterparts; Electronic Execution

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

26. Authority

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

27. Definitions

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

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

Bond Required Use means a property is used for one or more of the following uses: (1) to protect water

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quality, fish wildlife habitat, natural areas, (2) to connect people to parks and nature, (3) as a local or regional trail, or (4) as an environmental educational facility.

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

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

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

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

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

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

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

ATTACHMENTS:

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

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

Metro		**City of Tigard**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

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ATTACHMENT A
Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME:

B. PROJECT DETAILS:

1. **Project Name:** Steve Street Park
2. **Project Contact Information:** Rick Gruen, rickg@tigard-or.gov, 503-718-2583
3. **Project Description:** Steve Street Park will provide a new 1.4-acre neighborhood park in an area of Tigard that lacks a park within a 10-minute walk of its residents. The neighborhood to be served by the park, is more racially and economically diverse than Tigard as a whole.
4. **Project Location:** Steve Street Park is located at SW 84th Avenue and SW Steve Street Tigard, OR 97223.
5. **Acquisition Project OR Construction Project:** Construction project

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

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

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

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1. **Project Budget:**
   a. Amount of Allocated Bond Funds Requested ("**Project Cost**"): $ 1,363,000
   b. Description of other Project Funding: Funds from City of Tigard's adopted budget for fiscal year 2023-2024 total $470,000 and include: $82,000 for Design/Architecture/Engineering, $10,000 for permitting, $50,000 for construction costs, $128,000 for 'Capped Capital Costs' as defined by Metro in this agreement, and $200,000 for contingency.
   c. Total Project Budget: $1,833,000

2. **Project Timeline:**
(For details on specific timeline items, see Scope of Work section of Exhibit 1)

Phase 1: Preparing for construction
- November 2023 – January 2024: Natural Resource Assessment/Wetland Delineation
- November 2023 – Notice to proceed for construction**:** Land Use Application and Permitting for Local, CWS, DEQ, DSL/Corp (if needed).(Tigard Significant Wetland and Vegetated Corridor)
- November 2023 – February 2024: Consultant Selection/Award of Project
- February 2024 – June 2024: Value Engineering of Original Master Plan/Design with refinement as needed
- June 2024 – December 2024: Construction/Bid Document Preparation and internal Tigard review
- January 2025 – March 2025: Advertise project/7-day appeal process and contract approval by Tigard City Council and bid award

Phase 2: Construction
- March 2025 – October 2025: Park Construction
- October 2025: Park grand opening

3. **Payment schedule based on project deliverables:**
(For details on how to request payment and report financials, see Attachment B)

Phase 1: Preparing for construction
No deliverable required from Phase 1 before moving into payments for phase 2

Phase 2: Construction
Deliverable: At completion of project the final close-out report must be submitted. As outlined in **Attachment B** of this agreement, Metro may withhold up to 10% of final payment until a report is submitted.

Commented [A2]: Tigard staff, this section is based on the scope of work in your submittal packet. We know timelines in particular can shift, feel free to edit, add detail, etc.

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ATTACHMENT B
Payment Request Requirements

ACQUISITION PROJECT PAYMENT REQUEST PROCEDURES:

A. **General:** For all Acquisition Projects, Metro will disburse funds in the amount of the final purchase price and closing costs up to the Project Cost at the time of expenditure directly to the seller through an escrow account with a title company to be held until the closing of the transaction. Disbursements for all other Capital Costs related to Acquisition Projects will be made by Metro on a reimbursement basis in accordance with the Reimbursement Request process for Construction Projects described above.

B. **Each Acquisition Project Funding Request must include:**

1. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider which certifies Park Provider has complied with (i) all Acquisition Project requirements set forth in Section 3 of the Agreement and (ii) all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement.
2. A closing statement that details the price of the property and all related closing costs.
3. Wiring instructions or other instructions related to the transmittal of funds to the title company escrow account.

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

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

CONSTRUCTION PROJECT PAYMENT REQUEST PROCEDURES

A. Final Approval of Construction Project

1. Park Provider's request for Final Approval of a Construction Project must include general project information, including a project narrative, finalized sources and uses information, a draft project site/design plan, a final construction contract schedule of values, and any other information Metro determines is necessary.

2. Metro will issue a final approval of the project to Park Provider upon Metro's determination that the project is consistent with this Agreement and the Local Share Handbook.

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B. Initial Advance Requests

1. **General***:* Following Metro's Final Approval of the Construction Project, Park Provider may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved Construction Project if Metro determines that (a) Park Provider has completed all plans and specifications; (b) all applicable permits and construction contracts are in place; and (c) construction will begin within 60 days of the date of the Initial Advance Request. To receive a disbursement of the Initial Advance, Park Provider must receive final approval from Metro of any changes to the Construction Project.

2. **Initial Advance Request form:** Park Provider must complete an Initial Advance Request form, provided by Metro and signed by Park Provider's authorized representative, certifying the Project information Park Provider provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way.

3. **Initial Advance Request information:** Park Provider must submit the information through Metro's online system (ZoomGrants).

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

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

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Park Providers must seek reimbursement for additional Capital Costs incurred in arrears up to the total Project Cost. Park Providers must provide proof of payment of the Initial Advance before requesting additional reimbursement payments. Park Providers may seek reimbursement as frequently as once per quarter. At a minimum, Park Providers must submit a Reimbursement Request at least once a year.

2. **Each Reimbursement Request must include:**

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

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

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budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Requisition Certificate for Release of Funds.

c. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider certifying:

   i. Compliance with all Construction Project requirements set forth in Section 4 of the Agreement;

   ii. Compliance with all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement;

d. Park Provider submit the information through Metro's online system (ZoomGrants).

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

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

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

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

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

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

I. Post- Acquisition Restrictions:

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

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

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

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

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

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

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

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

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

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

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

II. Post- Construction Restrictions:

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

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

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

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

(1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

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

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

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ATTACHMENT D

Equity in Contracting, Workforce Diversity,
Construction Career Pathways Requirements

Park Provider will do the following with respect to implementing contract equity/COBID utilization practices for the Projects:

- Include an equity goal statement in the Invitation to Bid for construction of the park.
- Post advertisements in newspapers with minority audiences including The Skanner and El Hispanic
- Send out notices to Oregon and Washington professional organizations for minority and woman-owned construction businesses.

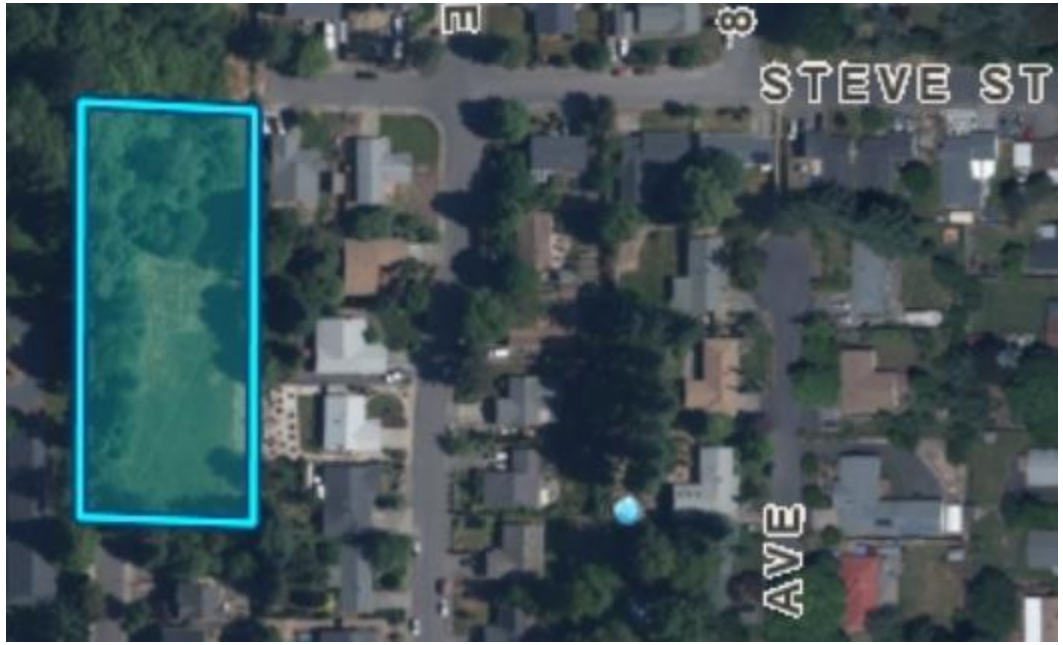
Park Provider will do the following with respect to implementing Construction Career Pathways and increasing workforce diversity goals for the Projects:

- Workforce diversity tracking using certified payroll.

Commented [A3]: Tigard staff, the content of this section is based on the answers to the questions in your application. Please feel free to edit/update/flesh out as appropriate. Ideally this attachment will stand for all projects going forward, but if your policies or programs advance over the years we can update this section as part of an amendment along with adding new projects to attachment A.

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2019 Metro Parks and Nature Bond Local Share IGA – Steve Street Park



February 6, 2024

City Council Meeting

Tigard: An equitable community that is walkable, healthy, and accessible for everyone.

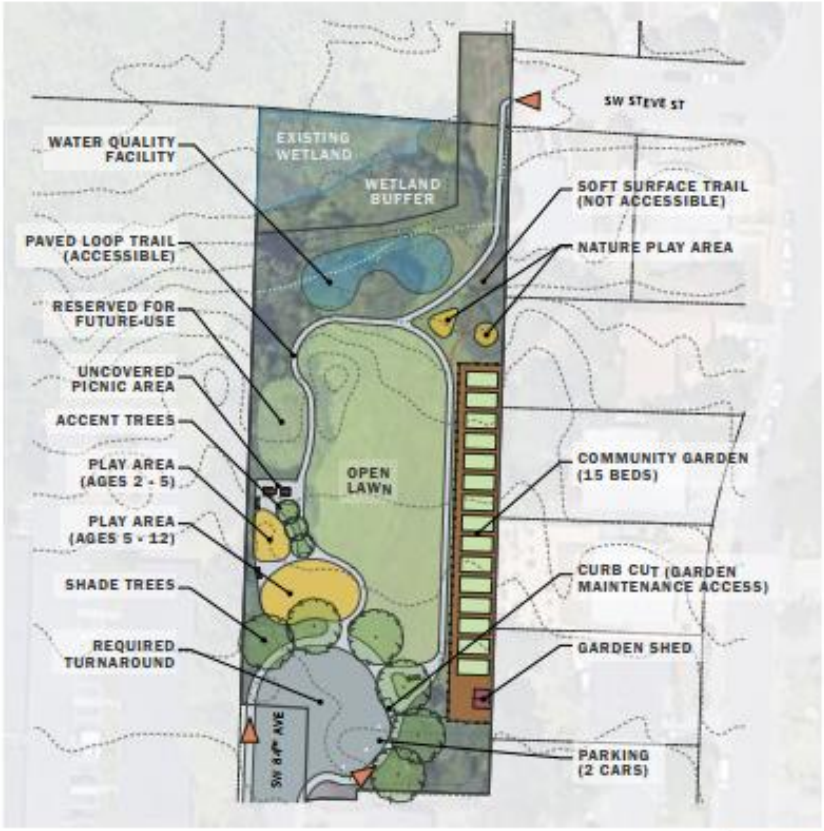
Council Action

- Discuss Metro 2019 Parks and Nature Bond – Local Share IGA
- Receive update on status of Steve Street Park development project
- Approve Metro Local Share IGA with Attachment A to include Steve Street Park

Background

- Steve Street Park property was purchased in 2013 with proceeds from the 2010 Tigard Parks Bond
- Tigard Parks and Recreation Division completed a Site Plan of the property in 2015
- The Parks and Recreation System Plan (adopted Jan.2022) identified 12 gap areas of the City – these gap areas are defined as being on the edges or outside of a 10-minute walk to a park. (Steve Street Park is in gap area 11, serving over 260 households and more than 650 community members)
- Metro's passage of the 2019 Parks and Nature Bond will provide approximately $3.1 million in Local Share funds to the City of Tigard for eligible park projects.
- PW Engineering/Parks Teammates toured Steve Street Park property (2022) with Metro Local Share Team to discuss including the Steve Street Park development project and requirements to meet the Local Share Handbook criteria.
- PW/Engineering Project Manager updated the community engagement plan and reengaged with community members to meet Local Share outreach needs (2022/23); submitted final Local Share application packet to Metro (2023).

Concept Plan (2015)



STEVE STREET NEIGHBORHOOD PARK | DESIGN IDEAS

Proposed Master Plan (2015)

October 2022

Outcomes and Deliverables

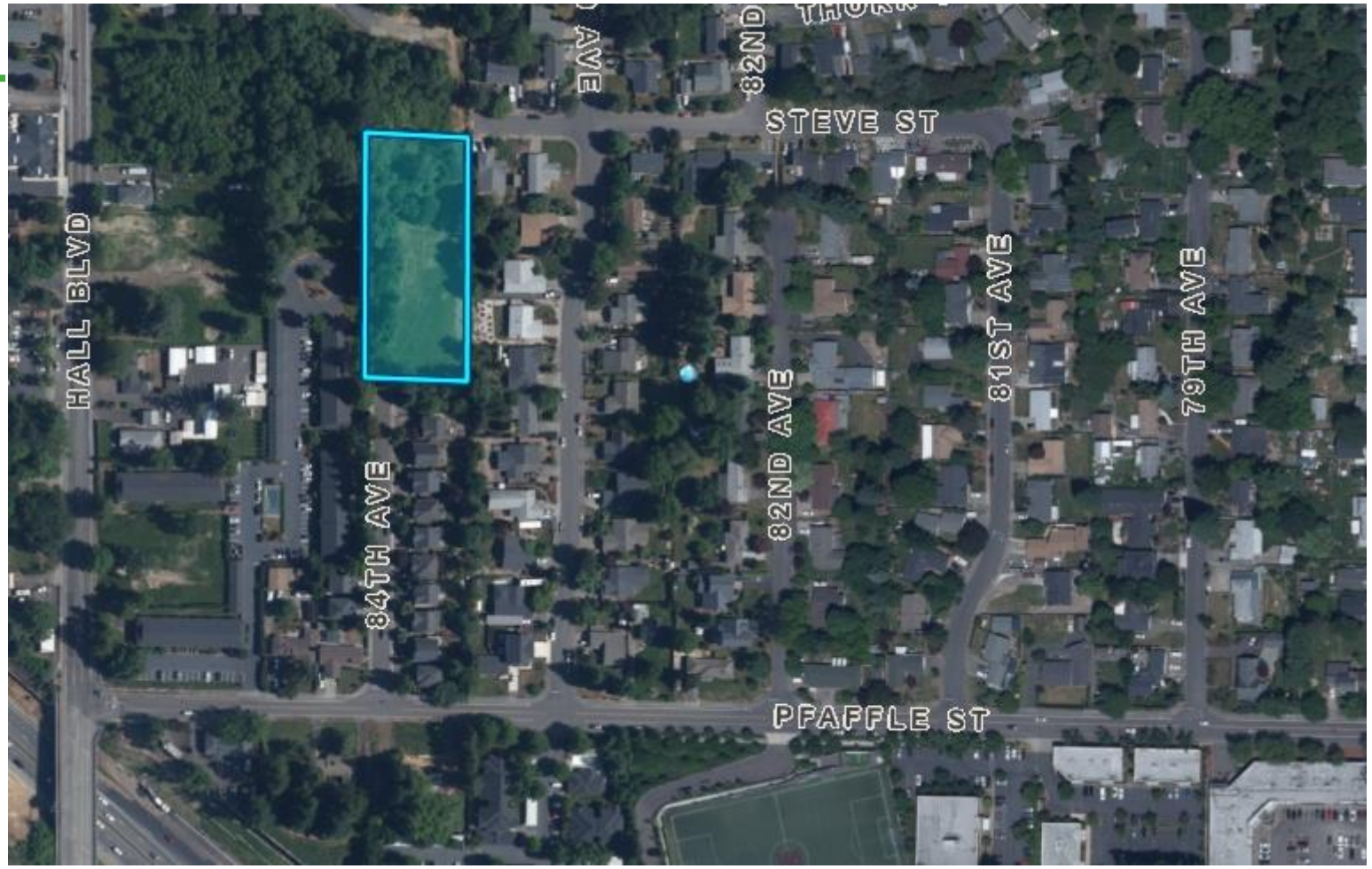
- Approving the Metro 2019 Parks and Nature Bond Local Share IGA will provide the necessary funding resources (Local Share $ + Park SDCs) to move forward on developing/constructing Steve Street Park .
- PW/Engineering Project Manager to move forward with redesign/engineering and land use/permitting (through 2024)
- Strong interest by the community during outreach and engagement to consider renaming Steve Street Park. Staff will bring forward a recommendation to Council at a later date.
- Construction of Steve Street Park to begin in summer 2025.

Summary

- Project is consistent with the adopted 2022 Tigard Parks and Recreation System Plan and criteria established in the Metro Local Share Handbook.
- Fiscal impact to Parks budget is captured in the Parks CIP with majority of funding (~75%) coming from Local Share dollars and remaining funds coming from Parks SDC's (~25%).
- Staff recommends Council approve the IGA between the City of Tigard and Metro in substantially the form as provided and further authorize the City Manager to execute.

Project Budget:

Local Share:	$1,363,000
Parks SDCs:	$ 470,000
Total:	$ 1,833,000



Thank You!

Questions?

AIS-5424 **7.**

Business Meeting

Meeting Date: 02/06/2024

Length (in minutes): 15 Minutes

Agenda Title: Fourth of July Drone Display

Authored By: Steve Rymer

Presented By: City Manager Rymer

Item Type: Motion Requested

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Teammates were asked by Mayor Lueb and the City Manager to review options for celebrating July 4 with a drone light show. The drone show would be during the community celebration that occurs at Cook Park and Tigard High School. On September 11, 2023, Mayor Lueb and the City Manager Rymer met with Ron Royce, the longtime community volunteer who organizes the annual fireworks show on July 4, to ask for his input on the possibility of hosting a drone light show in 2024 rather than traditional fireworks.

The City Manager then asked teammate Joanne Bengtson to research information about drone light shows and set up virtual discussions with the two drone companies who responded to our request for quotes. The virtual interviews included Mr. Royce, City Manager Rymer, Executive Assistant Bengtson, and Martin McKnight and Rick Gruen from Public Works for their integral role in hosting the event in Cook Park.

Teammates were tasked with collecting information about using drones vs. fireworks for the annual Independence Day celebration. The closest drone light show companies are located in Texas, Idaho, and Washington and all have done shows in Oregon. All advertise eco-friendly, modern, and innovative shows that are customizable and reduce noise pollution. Drone shows are still a relatively new form of entertainment influenced by cost and regulatory constraints. As technology advances, vendors expect to see them used for community events more often.

ACTION REQUESTED

Approve the use of an innovative drone light show as part of Tigard's July 4th community celebration.

BACKGROUND INFORMATION

This is the first time the City has looked into a drone light show for entertainment. Research, meetings and collaboration have been ongoing since September 2023. The most recent meeting was with the City of Tigard's Parks team, Ron Royce, and Darin Barnard, Director of Operations and Bond for the Tigard-Tualatin School District, to gain permission for a better viewing site directly opposite the Tigard High School grandstand. The location, suggested by Sky Elements' Collin Dishman, would provide improved sound, a better showing for crowds, an existing fenced operation zone for the drones and operators, and make more space in Cook Park available for visitors.

- **Fly Time:** All vendors recommend shows that run approximately 12 minutes.
- **Expense:** Expense depends on the number of drones. The greater number of drones provides a higher quality community experience.
- **Music**: A coordinated sound system is part of the production costs. Our Design & Communications team has a new, quality, sound system that would be used.
- **Visibility**: Sky Elements said their drones are visible for three (3) miles at the height they fly with proper viewing angles.

Public Involvement
Throughout the fall and winter, the City's Communications Team conducted thorough outreach to gain feedback from the community about the use of fireworks. Although not directly related to this event, the team received comments citing the appeal of reduced noise, garbage, and fire risk among other benefits of drones instead of fireworks.

Historically, all event planning and performance is by community volunteers Ron Royce and John Chamberlain. Mr. Royce has been included in discussions with city representatives and participated in the drone company interviews. Ron completes the community event grant request, takes care of the advertising, pre-fireworks games, music and activities and reserves space in the Tigard High School stadium for this event; John takes care of the Cook Park set-up for fireworks, permitting in conjunction with Western Fireworks, TVF&R water tender, the City of Tigard Parks team and volunteers to keep people outside the safety buffer. The transition to a drone light show would change a portion of these activities, especially as it relates to fire concerns and the use of Cook Park.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
The City's financial contribution from the community event/social service grant only covers the fee for Western Fireworks and runs around $19,000, according to Mr. Royce. The activities prior to fireworks at dusk are a mix of donation, volunteer, paid, and in-kind costs. The preferred vendor (Sky Elements) 4th of July show pricing is $400 per drone and the shows range from 10–12 minutes, depending on the customization. This includes the show, show design, FAA permitting, and their travel costs for shows. It doesn't include venue/site rental or security.

For a 100 drone show, pricing would be $40,000. With 100 drones we can write simple text, simple logos, and form amazing shapes and designs. In order to write detailed messages or replicate detailed logos, we would need the recommended 200 drones, priced at $80,000, to ensure a high quality show for our community. We requested a good, better, and best quote and Sky Elements' response was organized, inventive and engaging.

If approved by the Council, the next steps in the process would be to bring forward an $80,000 supplemental budget request from the Transient Lodging Tax, sign the agreement with Sky Elements to secure the July 4 drone light show date, and begin educating the community about our transition to a drone light show instead of fireworks.

ALTERNATIVES & RECOMMENDATION

The City Council has multiple options with teammates recommending a contract with Sky Elements for a July 4 show. Other options include:

- Choose not to use drones and retain the fireworks we've always used;
- Choose to use fewer number of drones (100 or 150) rather than the recommended 200 drones.

ADDITIONAL RESOURCES

N/A

Fiscal Impact

Cost: 80,000

Budgeted (yes or no): No

Where Budgeted (department/program): None

Additional Fiscal Notes:

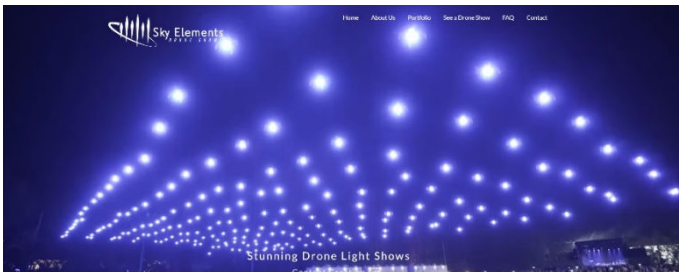
The City historically invests approximately $20,000+/- in the annual fireworks display through the community event grant program. If transitioning to a drone light show is approved, we will return to the City Council with a supplemental budget request to appropriate $80,000 from Transient Lodging Tax to pay for the drone light show.

Attachments

Drone Light Show General Info

Sky Elements Drone Show Quote

Open Sky Drone Quote



Drone Light Show Vs. Fireworks

Closest companies are located in Texas, Idaho & Washington, all have done shows in Oregon. All advertise eco-friendly, modern, and innovative shows that are customizable and reduce noise pollution.

Still a relatively new form of entertainment influenced by cost and regulatory constraints. As technology advances vendors expect to see them used for community events more often.

Vendors

- Sky Elements
- Hire UAV Pro
- Open Sky Drone Light shows
- GoDroneShows

Average Cost - $10,000 to $60,000 based on complexity, show length, number of drones

- ***Sky Elements:*** *Prices depend on number of drones, show complexity, and logistics. $20,000 for smaller shows to much higher amounts for larger, intricate performances. As technology advances and shows become more popular, we expect prices to decrease.*
- ***Hire UAV Pro Drone*** *light shows start at $10,000 USD, and go up from there based on the number of drones and how complex the drone light show animation you want for the drones to perform.*
- ***Open Sky:*** *Prices can vary significantly based on how many drones you want, what kind of designs and their complexity, etc. We recommend you contact us directly at 1-800-518-5122 to get a free quote.*
- ***GoDroneShows:*** *drone shows are anywhere between $200-$400 per drone. Final pricing depends on the number of drones needed, availability, time of year, location, and other logistical factors.*

How long is a drone light show? 5 to 12 minutes is average with most bookings 8-10 minutes.

All four vendors state the duration of the show depends on the complexity of the performance.

How Many Drones Are Needed for a Show? As few as 50, up to hundreds or thousands

Depends on the desired visual impact, complexity, and audience size. Smaller events may need as few as 50 drones, while larger shows could require thousands to create a visually stunning experience.

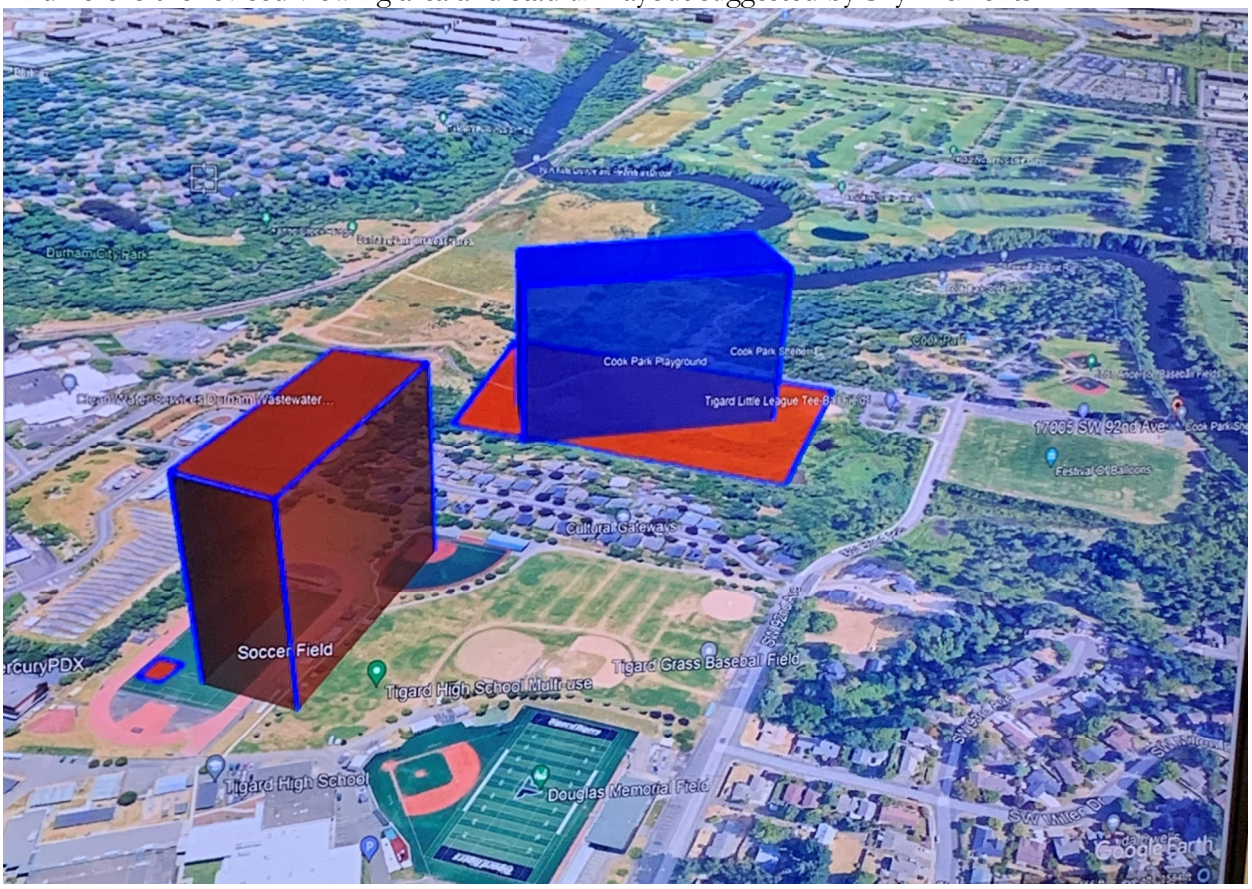
Process, Location, Weather, Insurance, Permitting All vendors shared these tidbits:

- Operators need a safe distance between the drones and the audience and multiple geofences to prevent straying from the designated flight zone.
- The process can take anywhere from a few weeks to several months to create a concept, design & logistics, programming, rehearsals, and the final performance.
- Insured? All have comprehensive aviation liability insurance coverage, general liability, workers comp, and automotive insurance, to protect both our clients and our team. Event organizers need to work with insured drone show providers to mitigate risks and ensure the highest safety standards are met.
- Wind and weather conditions can impact drone show operations. In the case of strong winds, heavy rain, or lightning, a drone show may be postponed or canceled to ensure safety.
- The amount of space required for a drone light show depends on the number of drones, the desired visual impact, and safety considerations. It is crucial to have clear airspace and a safe distance between the drones and the audience.
- Flight ceiling is 400 feet for best visibility and all companies handle permits and approval from the FAA.

Linked here are some **Drone Show Details** that showcases what all goes into Sky Elements shows. Here are some links to their shows:

- 500 Drone 4th of July
- **300 Drones - Blink Cincinatti**
- 250 Drones Oakland A's
- **200 Drones FC Dallas**
- **100 Drone Patriotic show**

And here is the revised viewing area and stadium layout suggested by Sky Elements:





TIGARD

Drone Show Options

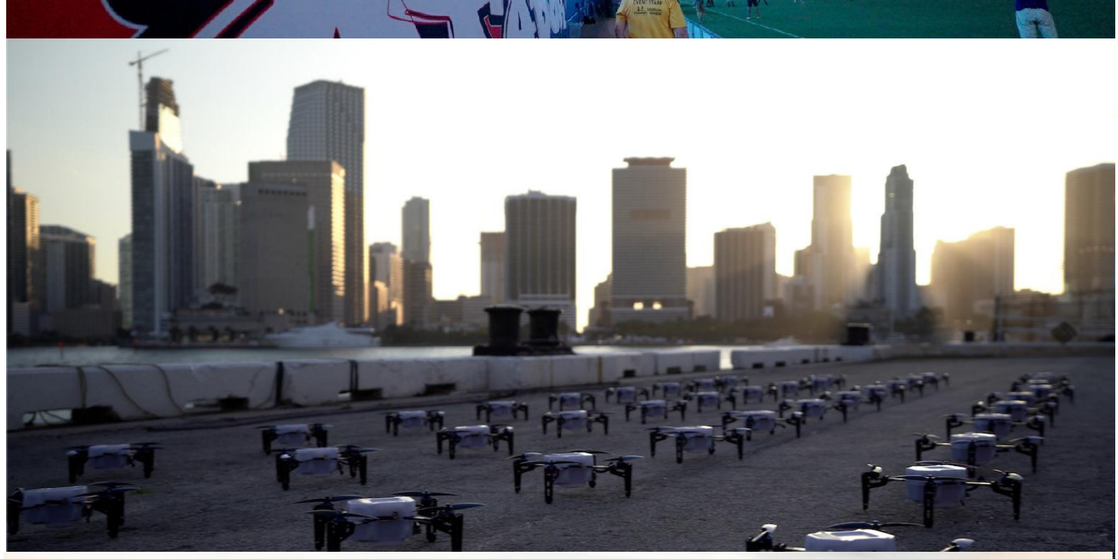
Who Is Sky Elements?

Sky Elements is the leading provider of Drone Light Shows in North and South America.

Our drone shows are more than just lights in the sky and are guaranteed to turn heads for miles. With the ability to completely custom-design every aspect of your show, we can turn your vision into reality and bring attention to your event in a truly unique way.

Let us help you tell your story the way it deserves to be told.







What Our Clients Say

“We surprised our guests with a drone show at our Lord Of The Rings red carpet event, and everyone was blown away!” - Amazon Prime Video

“The Drone Show was the best part of the night! Sky Elements made sure to find the best place to line up the show for the perfect shot” - Wynn Las Vegas

“I’ve never seen anything like it” - Oakland A’s

“The Sky Elements team knows how to put on a show. I can’t wait for the next one!” - FC Dallas



How Long is a Drone Show?

Our Drone Shows can fly for up to 12 minutes!

How Long is Setup?

Our setup process is same-day. We show up 5 hours before showtime to setup, test, and ensure your show is flawless.

What’s in a Drone Show?

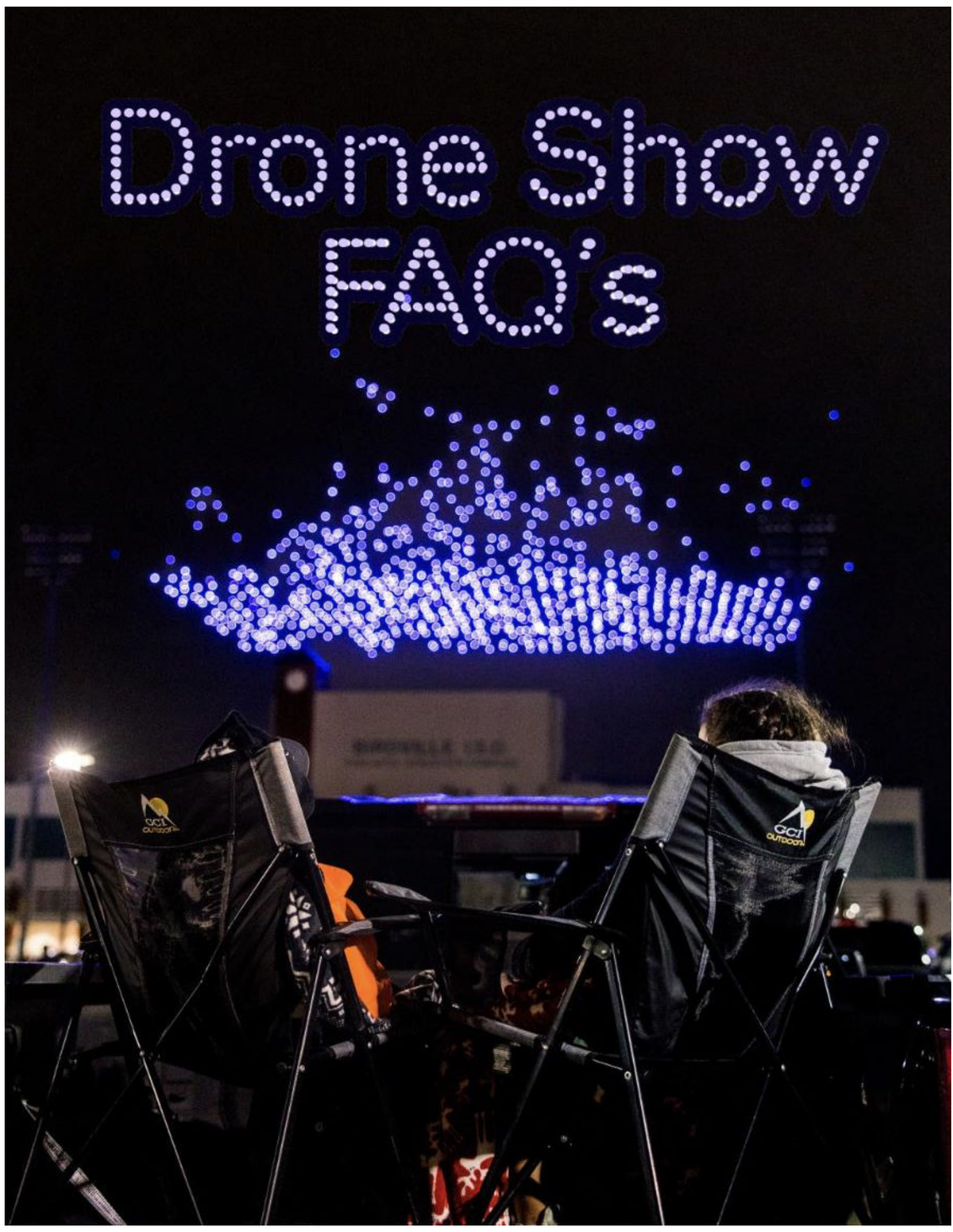
You can have up to 12 custom animations throughout your show. Each show is custom tailored to fit your needs.

What About Weather?

Our drones are designed to withstand 30+ MPH wind, medium to light rain, and any level of Earthquake!

Can We Sync Music?

Of Course! What isn’t better with music? Sky Elements helps sync up music so your audience is completely captivated!



Ask Sky Elements about Infinite Drone Shows

How Many Drones Do I Need?

Ultimately, it's entirely up to you! More drones means more detail so the more you have, the larger and more recognizable your design will be.

With 300 or more drones we can create scannable QR codes, large scale 3D shapes, and just about any logo!

Still not sure? We can help! We have done this before and can work with you to determine how to maximize your budget and impact.

300 Drones →

200 Drones →

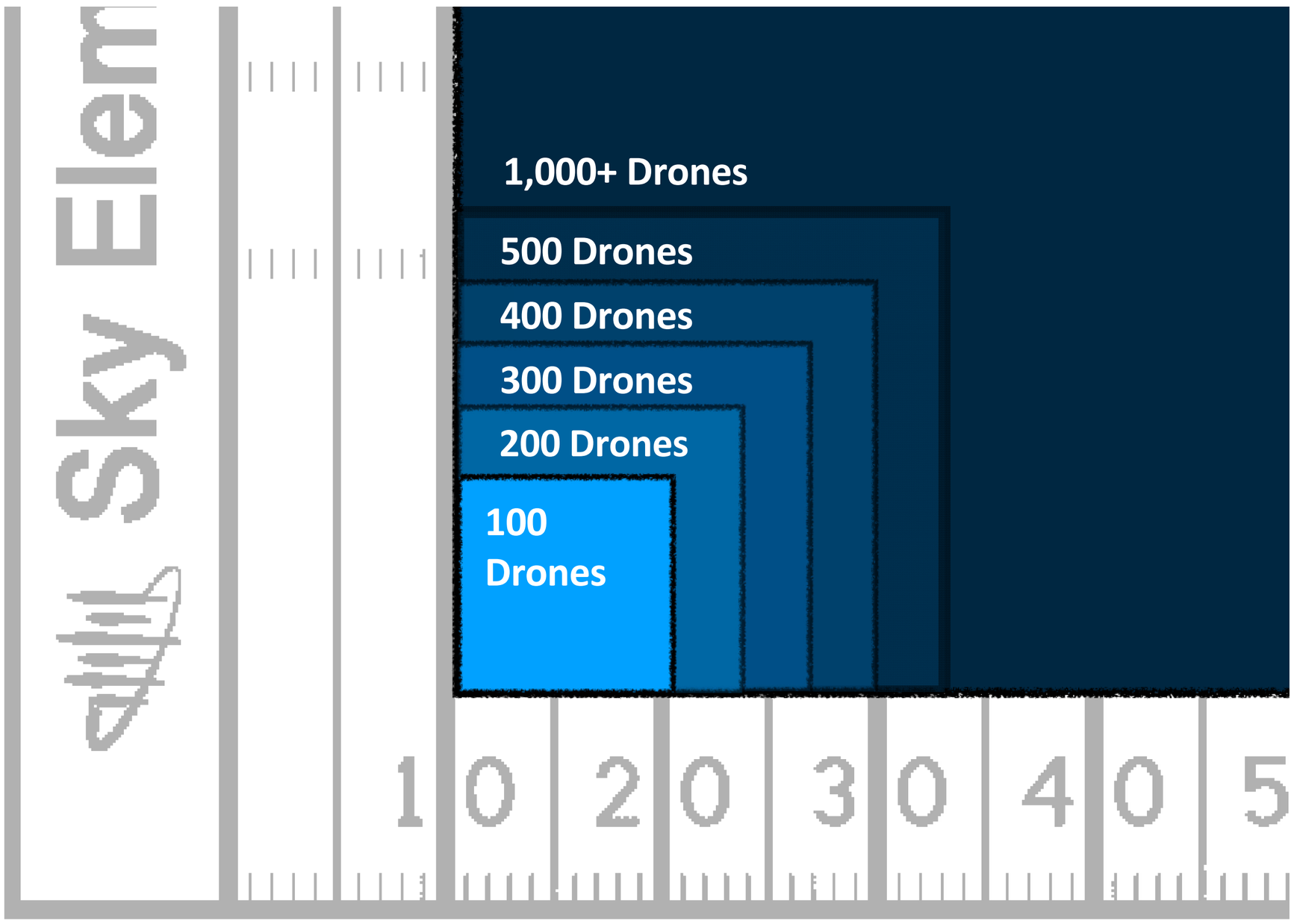
100 Drones →



The Setup

Each drone takes up 1 square meter of space. The more drones we add, the more space we need. For 100 drones we need a 10m x 10m space, roughly 30 x 30 feet.

We arrive about 5 hours prior to the show time. With roughly 5-20 staff depending on the show size. After the show lands our strike time takes about 1 hour.



Syncing Other Elements

Music - Sky Elements will custom create a music track to go with your show! We will coordinate prior to and during the show day to sync the performance to your music taste!

Live Performances - Our team will coordinate with you leading up to your event, and the day of, to ensure any live performance is synced to the show!

Projection Mapping - Add another wow factor to your night by adding in Projection Mapping to your night. Let us know if this would fit into your event

Fireworks - Looking for a hybrid Fireworks/Drone show? Sky Elements will work with your preferred pyro vendor or introduce you to ours to create a magical moment of pyro and drones!



Drone Show Pricing

	Good	Better	Best
Drone Count	100 Drones	150 Drones	200 Drones
Contract Price	$40,000	$60,000	$80,000



Included

- Custom Designed Show
- Travel
- Technical Staffing
- FAA Permitting

Not Included

- Venue Space
- Permit Fees
- Security (If needed)

Content Capture

Sky Elements offers comprehensive content capture service for your Drone Show. Your show can be equipped with a skilled videographer, photographer, and cutting-edge camera drones to record your show.

Our team consists of top-notch professionals committed to providing you with exceptional content. Rest assured, we'll deliver your meticulously captured content within just 24 hours of the show's conclusion, ensuring you have access to it promptly to maximize its impact and utility.

Gold Package Included in “Best” Option in Drone Show Options

Gold Content - $4,500

Video - Utilize a cinema grade camera drone to film your show, as well as a trained ground videographer to film the reactions!

Photo - High Grade Photos to capture your drone show and event!

Edit - Within 7 days of your event you will have a ready to go video edit of your event and drone show!



Next Steps

Confirm the Details

Connect with Sky Elements to confirm the amount of drones, and amount of shows necessary for your vision. More drones - higher the resolution!

Complete the contract and initial deposit

Once the amount of drones are confirmed - Schedule a time to speak with our activation team to start contracting, and invoicing. Payment terms are 100% prior to the start of the show.

Start the design process

Connect with our design team to help create the storyboard.

Show Time!

Help finalize details for the show! And watch the night sky tell your story!

Thank you &

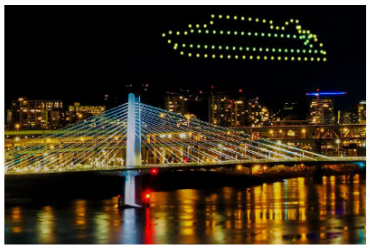
We look forward to working together

Sky Elements
DRONE SHOWS

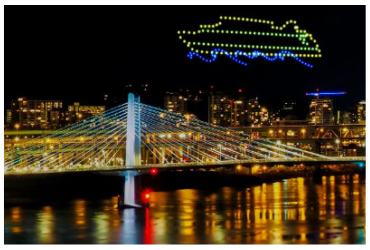
SkyElementsDrones.com

OPEN SKY
DRONE LIGHT SHOWS

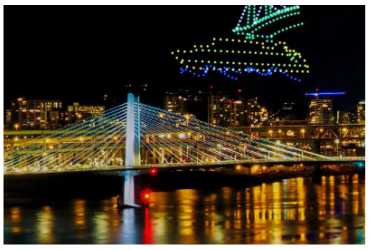
DRONE PACKAGES



100 Drones



200 Drones



300 Drones

Drone Show Pricing Starts Between $15,000 – $60,000

Prices are Based off of a Few Variables:

Number of Drones
Location of Show and Dates
Show Design Customization

what's Included:

FAA Flight Authorization
Launch Site Check (as applicable)
Standard Show Design with up to 4 Custom Animations
Custom Show Design Approved by Client
Programmed Music Soundtrack

Event Add-ons:

Standard Media Package
(10 images, 2 social media reels, 60 second highlight video) (Extra Cost)

GET A PROFESSIONAL EVENT VIDEO WITH YOUR DRONE SHOW

Our drones can fly for up to 13 minutes depending on design and complexity of the show.

THANKS FOR REACHING OUT!

We will be in touch with you shortly.

Frequently Asked Questions Below

SHOW LOGISTICS

How much space do I need to do a drone show?

The drones need to be at least five feet apart before takeoff. So, for 100 drones, you would need at least 2500 square feet.

We also need to have ample space between the drones and the audience. Drones are not allowed to fly over people, so we recommend one foot of horizontal separation for every foot of altitude. So, if the drones fly to 400 feet, then the audience needs to be a minimum of 400 feet away from the takeoff space.

How many drones do I need per show?

Even though an impressive drone light show can be done with a mere 20 drones, we recommend at least 100 drones to make a truly memorable experience. Some designs and ideas will take hundreds of drones, while others may only take several dozen. We can work directly with you to determine what you need for your show. Call us today for a free quote and an estimate on how many drones you need: 1-800-518-5122

How long are drone light shows?

Our drones can fly for up to 13 minutes depending on design and complexity of the show. We have found that audiences prefer shows between 8-10 minutes long.

How long does it take to set up onsite?

This depends largely on the size of the show and how many drones are needed, but usually only 1-2 hours.

How much is a drone light show?

Prices can vary significantly based on how many drones you want, what kind of designs and their complexity, etc. For this, we recommend you contact us directly at 1-800-518-5122 to get a free quote.

CREATIVE PROCESS

What is the lead time for drone night shows?

This can vary greatly depending on location of the show, how many drones are needed, complexity of designs, permits and permissions required on-site from local authorities, etc. We can go from inquiry to show in a week, if that is what is needed, but the longer the notice, the better we can plan and make sure the show is exactly what you need. For the most up-to-date availability of our time, it's always best to call us at 1-800-518-5122.

What kind of visuals are possible with the drones?

Our dynamic shows can produce a combination of logos, shapes, imagery, and text.

Can music, narration or additional lighting be added to the drone shows?

Yes! Audio or visual components can be integrated into any show.

PERMITS AND SAFETY

Are you insured?

Yes, we have a comprehensive aviation liability insurance policy covering anything bad that may happen, however unlikely it may be.

Are drone shows safe and legal?

We are one of the few companies in the USA that has permission to fly drone swarms. We have Part 107 pilots, trained ground crew and exceptional drone hardware and software that ensures the show is safe and spectacular. We operate under a Part 107.35 waiver issued by the FAA and work with local and governmental authorities before and during every show to ensure the safety and legality of every show.

How does the weather impact drone shows?

Drone shows cannot take place in heavy precipitation or in wind speeds over 20 MPH.

AIS-5388 **8.**

Business Meeting

Meeting Date: 02/06/2024

Length (in minutes): 30 Minutes

Agenda Title: Renewal Levy - First Discussion of Ballot Title

Authored By: Shelby Rihala

Presented By: City Attorney Rihala

Item Type: Motion Requested
Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Following Council's discussion of survey results on January 23, 2024, this meeting is to provide further direction on a draft ballot title for the public safety renewal levy.

ACTION REQUESTED

Provide comments and direction on draft ballot title.

BACKGROUND INFORMATION

On January 23, 2024, Council received an informational briefing with a request for direction. The internal team provided an update on communications, outreach, as well as a summary of findings from the most recent survey. Council then provided direction for moving forward and initial thoughts on key items to include in the ballot titles. Staff has incorporated that direction into draft ballot titles that Council will discuss at this meeting. Following this discussion, staff will finalize the ballot titles for Council's potential adoption and referral to the ballot on the February 13, 2024 meeting.

ALTERNATIVES & RECOMMENDATION

ADDITIONAL RESOURCES

Attachments

No file(s) attached.

AIS-5389 **9.**

Business Meeting

Meeting Date: 02/06/2024

Length (in minutes): 30 Minutes

Agenda Title: Charter Amendment - First Discussion of Ballot Title

Authored By: Shelby Rihala

Presented By: City Attorney Rihala

Item Type: Motion Requested
Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Following Council's discussion of survey results on January 23, 2024, this meeting is to provide further direction on a draft ballot title for the Charter amendment measure.

ACTION REQUESTED

Provide comments and direction on draft ballot title.

BACKGROUND INFORMATION

On January 23, 2024, Council received an informational briefing with a request for direction. The internal team provided an update on communications, outreach, as well as a summary of findings from the most recent survey. Council then provided direction for moving forward and initial thoughts on key items to include in the ballot titles. Staff has incorporated that direction into draft ballot titles that Council will discuss at this meeting. Following this discussion, staff will finalize the ballot titles for Council's potential adoption and referral to the ballot on the February 13, 2024 meeting.

ALTERNATIVES & RECOMMENDATION

ADDITIONAL RESOURCES

Attachments

No file(s) attached.

AIS-5420 **10.**

Business Meeting

Meeting Date: 02/06/2024

Length (in minutes): 20 Minutes

Agenda Title: Fireworks Discussion

Authored By: Shelby Rihala

Presented By: City Attorney Rihala

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

This discussion will continue Council's consideration of what, if any, amendments are appropriate to Tigard's fireworks ordinance in Tigard Municipal Code Chapter 7.84 and include information learned from a community survey conducted in late 2023.

ACTION REQUESTED

Direct staff as to what amendments, if any, are appropriate to Tigard's fireworks regulations.

BACKGROUND INFORMATION

On July 25, 2023, Council received a briefing on the City's fireworks response for that July Fourth. Staff and Council agreed that the current provision in Tigard Municipal Code 7.84.030 which bans fireworks during periods in which the National Weather Service issues a red flag warning was, though well-intentioned, confusing for the community, difficult to enforce, and not effective based on the City's experience in 2023.

At its July 2023 meeting, Council directed staff to get input from the community around the question of whether the City should ban the use and sale of all fireworks, including those that are currently legal under state law. From September 12th to December 31st, the Tigard community was asked to complete a brief survey on the future of fireworks in Tigard. The City received 1,959 responses through a range of outreach efforts. The City distributed and collected responses to a paper version of the fireworks survey at El Tigre Fest, Farmers Market, and City Hall. A digital version of the survey was shared on the City's social media, newsletters, reader board, and website. The *Tigard Times* and *Tigard Life* shared the opportunity with their readers. And the Tigard-Tualatin School District shared the input opportunity in its district-wide newsletter and on its social media channels.

Results of the survey showed that 56% of respondents oppose a ban and 44% support it. Key messages from the survey are attached.

ALTERNATIVES & RECOMMENDATION

Staff will be returning with an ordinance to remove the prohibition on fireworks during red flag conditions, as discussed in July 2023. We are seeking any additional items to include in that future ordinance.

ADDITIONAL RESOURCES

Attachments

Survey Results

Presentation

Fireworks Survey Analysis

Responses to Survey Questions

Number of responses: 1,959

Which best describes you?

- 75% - I live in Tigard
- 8% - I visit/play in Tigard
- 6% - I live in Tigard; I work in Tigard
- 5% - I live in Tigard; I visit/play in Tigard; I work in Tigard
- 2% - I work in Tigard
- 2% - I live in Tigard; I visit/play in Tigard
- 2% - I visit/play in Tigard; I work in Tigard

Do you or a member of your household use fireworks during the year?

- No: 56%
- Yes: 44%

Should the City of Tigard ban the use of all fireworks (legal and illegal) within the city limits? This would include sparklers, cone foundations, wheels, base fountains.

- No: 56%
- Yes: 44%

Should the City of Tigard ban the sale of all fireworks within the city limits? This would include traditional retailers (fireworks tents, grocery stores, convenience stores) and nonprofit fundraisers.

- No: 56%
- Yes: 44%

Demographic Information

Of the survey respondents, 92.46% filled out the demographic questions.

Age: The most common age group is 35-44 years old (25.93%), followed by 45-54 years old (22.86%), and 65-74 years old (13.65%). Other age groups represent smaller percentages.

Gender: The majority of respondents identify as Female (62.65%), followed by Male (28.22%). A smaller percentage prefer not to respond (7.75%), and other gender identities are less than 1%.

Race: 72% white; 6% Hispanic/Latino; 3% Asian; 1% African American

Language: 82% English; 7% Spanish

Own vs. Rent: 77% own; 16%; 7% no response

Comment Analysis

For Ban:

- Fire Risk and Safety Concerns: Increased fire danger, particularly in the context of climate change.

- Impact on Pets and Wildlife: Distress caused to animals by noise and pollution.

- Effect on Veterans and Individuals with PTSD: Significant concerns for vulnerable groups.

- Environmental Considerations: Negative impacts like pollution and litter.

- Noise Nuisance and Quality of Life: Disruption to peace and tranquility in neighborhoods.

- Preference for Professional Displays: Safer and more controlled public events.

- Mixed Feelings on Complete Ban: Some suggest stricter enforcement against illegal fireworks rather than a total ban.

Against Ban:

- Tradition and Celebration: Emphasis on cultural significance and historical traditions.

- Economic and Fundraising Impact: Negative effects on community fundraising activities.

- Freedom and Rights: Viewing fireworks use as a matter of personal freedom.

- Responsibility and Safe Use: Advocating for responsible use of legal fireworks.

- Skepticism About Effectiveness: Doubts on the ban's ability to enhance safety.

- Consequences for Misuse: Proposing stricter penalties for harmful misuse.

Neutral Comments Analysis:

- Concerns About Enforceability: Doubts on the feasibility and effectiveness of a ban.

- Appreciation for Tradition: Acknowledging fireworks as a traditional activity.

- Safety and Legality Distinction: Differentiating between legal and illegal fireworks.

- Impact on Animals and Children: Concerns about distress without advocating for a ban.

- Mixed Feelings on Restrictions: Suggestions for limited restrictions.

- Government Intervention: Questions about government overreach.

- Support for Public Displays: Preference for organized displays over individual use.


CITY OF
Tigard
FIREWORKS
SURVEY RESULTS

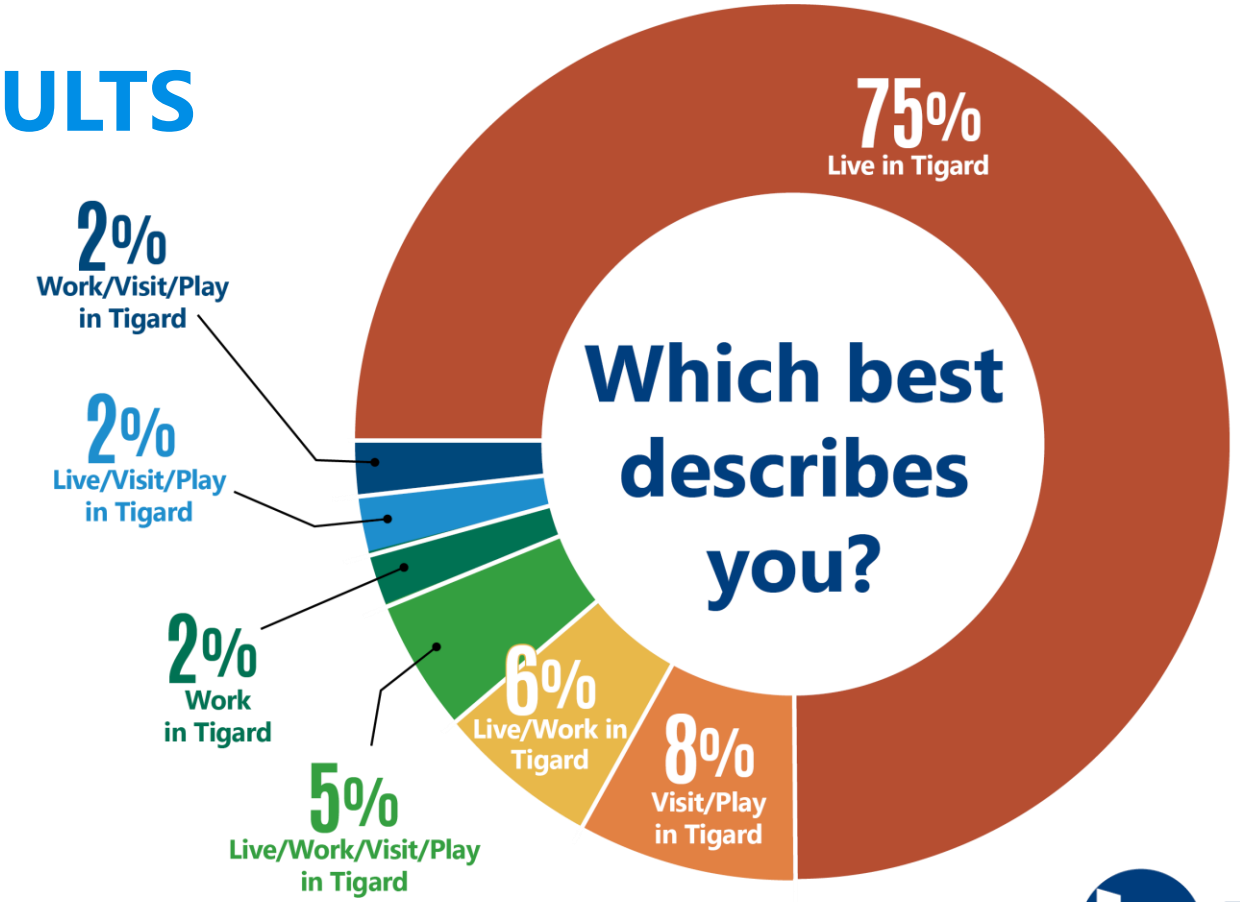
FIREWORKS
SURVEY RESULTS

- From September to December 2023, close to 2,000 community members shared their input.
- The survey was promoted at in-person events such as El Tigre Fest and Farmers Market and on the city's social media, reader board, and website.
- Tigard Life, Tigard Times, and TTSD shared their survey opportunity with their audience.

FIREWORKS
SURVEY RESULTS

- 78% of respondents were homeowners; 16% were renters
- 73% of respondents identified as 'white'; 6% Hispanic/Latino; 3% Asian; 1% African-American
- 83% of respondents speak English; 7% Spanish

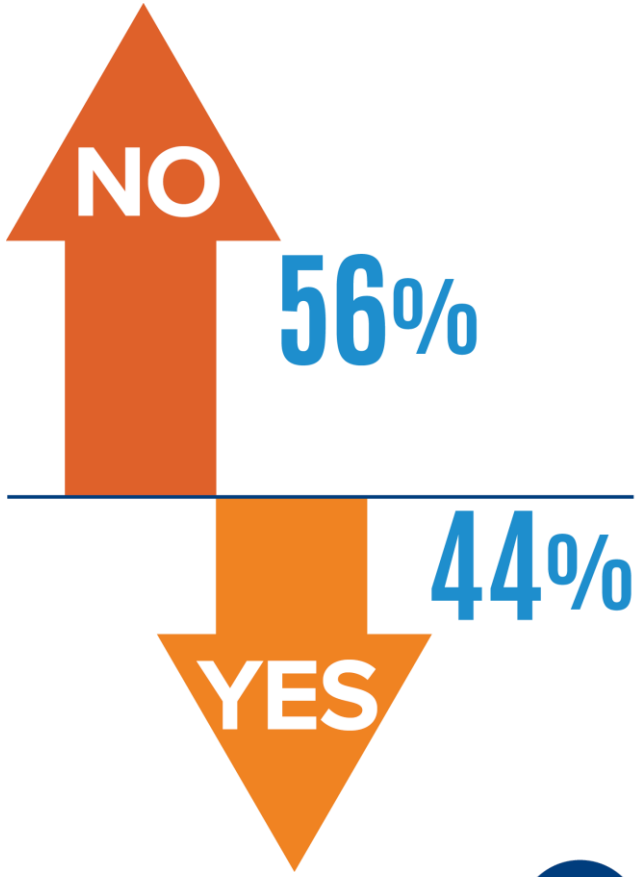
FIREWORKS
SURVEY RESULTS



CITY OF Tigard

FIREWORKS
SURVEY RESULTS

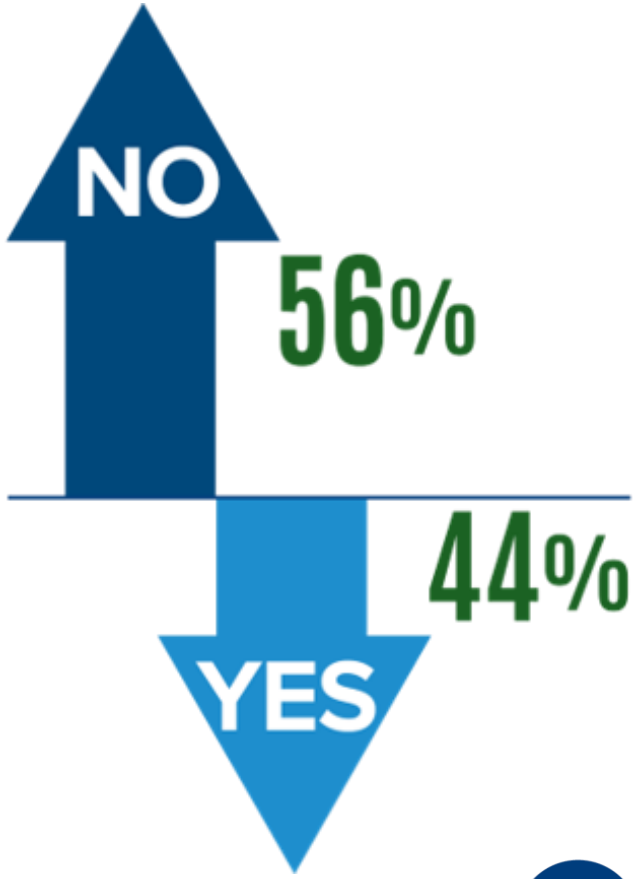
Do you or a member of your household use fireworks during the year?



FIREWORKS
SURVEY RESULTS

Should the City of Tigard ban the use of all fireworks (legal and illegal) within the city limits?

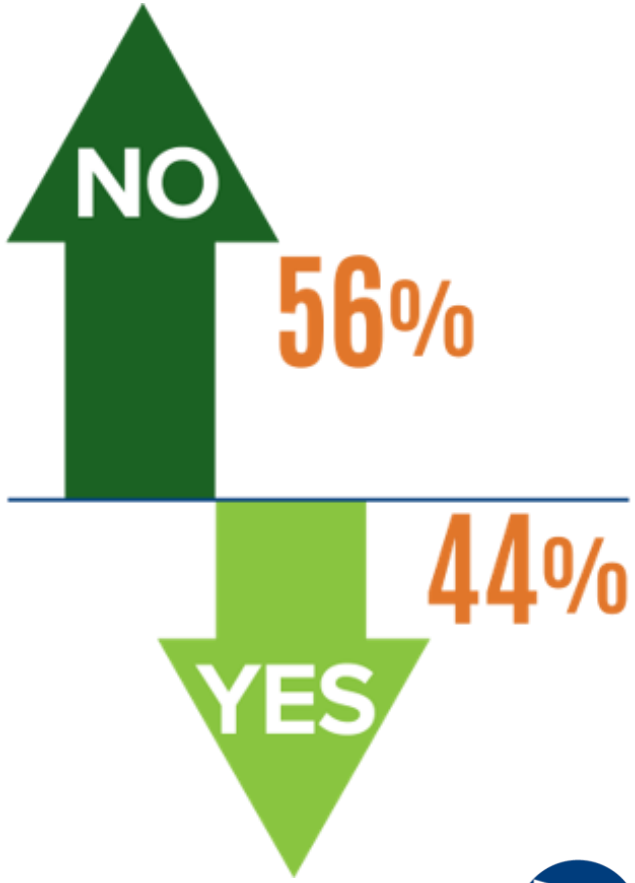
This would include sparklers, cone foundations, wheels, and base fountains.



FIREWORKS
SURVEY RESULTS

Should the City of Tigard ban the sale of all fireworks within the city limits?

This would include traditional retailers (fireworks tents, grocery stores, convenience stores) and nonprofit fundraisers.




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