



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 20, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Metro for Funding for the Oak Grove – Lake Oswego Pedestrian and Bicycle Bridge Feasibility Study

Purpose/ Outcomes	Approval for the Intergovernmental Agreement for grant funds from Metro to conduct a feasibility study for the Oak Grove – Lake Oswego Pedestrian – Bicycle Bridge.
Dollar Amount and Fiscal Impact	\$306,000 in grant funds are provided under the proposed IGA, no match is required.
Funding Source	The funding source is Metro funds resulting from bonding.
Duration	This agreement will be from September 1, 2018 to September 30, 2021.
Previous Board Action	The Board previously reviewed and approved the grant application that resulted in this funding award in a Policy Session on February 13, 2018.
Strategic Plan Alignment	Build strong infrastructure.
Contact Person	Stephen Williams, Principal Transportation Planner - 742-4696
Contract No.	Metro Contract No. 935513

BACKGROUND:

Metro created a fund to support development for Active Transportation projects with the intent of creating a pipeline of projects that would be competitive for other types of grant funds. At the Board's February 13, 2018 policy session, approval was given for an application for \$306,000 of the Active Transportation Development funds for a feasibility study for the Oak Grove – Lake Oswego Pedestrian-Bicycle Bridge across the Willamette River. Through a collaborative process, the Clackamas County proposal was reviewed and recommended for funding by CTAC, the C4 Metro Subcommittee and C4, and funding was approved by JPACT and the Metro Council.

The project will assess the feasibility of a new bridge by studying the following issues: 1) Identification and evaluation of potential bridge sites on both sides of the Willamette River between the north boundary of Lake Oswego and Concord Street in Oak Grove, including connections to the pedestrian/bicycle systems; 2) Analysis of bridge type and conceptual cost, including long term maintenance costs; 3) Identification of environmental and permitting issues that must be analyzed and addressed before construction of the bridge; 4) Development of a plan for cooperation among partners including local governments, park districts, and Metro for the development and maintenance of the bridge; 5) Public involvement.

This IGA incorporates recommendations on structure and invoicing procedures from the Department of Finance Grants Management. A detailed Scope of Work is included in this IGA. Since procurement has not been carried out for this project yet, the costs for the deliverables should be viewed as estimates prepared by staff based on previous experience. In all likelihood, at least one amendment to this IGA will be necessary to incorporate the costs negotiated with the selected consultant during the procurement process. This IGA contains provisions allowing amendments to the Scope of Work that don't require funding from Clackamas County to be approved by either the Board or the Director of Department of Transportation and Development.

This IGA has been reviewed and approved by the County Counsel's office.

RECOMMENDATION:

Staff respectfully recommends the approval of this Intergovernmental Agreement for \$306,000 for the Oak Grove – Lake Oswego Pedestrian – Bicycle Bridge Feasibility Study.

Respectfully submitted,

Stephen Williams
Principal Transportation Planner
Transportation and Development

Intergovernmental Agreement

Metro Contract No. 935513

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and **Clackamas County, by and through its Department of Transportation and Development**, referred to herein as "the Department," located at 150 Beaver Creek Road, Room 325, Oregon City, Oregon 97045.

Background

Metro is the federally mandated metropolitan planning organization (MPO) designated by the Governor to develop an overall transportation plan for the region. The Metropolitan Transportation Improvement Program (MTIP) documents how all federal transportation money is spent in the Portland metropolitan area. It also documents state- and locally-funded projects that may significantly affect the region's air quality. As the MPO for the Portland region, Metro is required to prepare the MTIP documenting funded projects scheduled for the next four years.

Regional flexible funds are money from the federal government that may be used for a wide range of projects. In the 2018-2021 Metropolitan Transportation Improvement Program and 2019-2021 Regional Flexible Funds Allocation Policy Statement, the Metro Council approved use of \$2 million in locally bonded Regional Flexible Funds to use for project development to help prepare a pipeline of active transportation projects and better position the region to win federal, state and local transportation funds. Project development includes activities such as refining alignments, design, public outreach, permits and clearances, finalizing right of way acquisition, and finalizing specifications.

In May 2017, the Metro Council approved Resolution No. 17-4800, which provided, among other things, for the commitment of regional flexible funds for certain TriMet bond commitments. In June 2017, TriMet and Metro entered into an Intergovernmental Agreement where Metro committed to facilitate TriMet's receipt of the aggregate annual amount of MTIP Funds and regional flexible funds and TriMet committed to provide bond proceeds for certain identified projects (Metro Contract No. 934681). In November 2017, The Metro Council approved Resolution No. 17-4848, which provided, among other things, authority to execute an amended IGA between Metro and TriMet, to incorporate an increased multi-year commitment of regional flexible funds. In July 2018, Metro and TriMet entered into a subsequent Intergovernmental Agreement in which TriMet agreed, among other things, to transfer to Metro \$2,000,000 for the Active Transportation / Safe Routes Projects (Metro Contract No. 935334).

With direction from the Metro Council and the Joint Policy Advisory Committee on Transportation (JPACT) finance-subcommittee, local jurisdictions and regional partners identified eleven (11) active transportation projects to receive bond proceeds for project development funding. Projects were pulled from a previously refined list of projects as shown in Metro's "Active Transportation: 10-Year Investment Scenarios for Connected Centers and Corridors." Projects were identified through a collaborative process conducted with each county and the City of Portland using a set of criteria to select the projects. Stakeholders had opportunities to provide input during the process. At the March 27, 2018 work session, the Metro Council provided direction to staff to bring the list of projects to JPACT for endorsement. The Clackamas, Multnomah and Washington County Coordinating Committee's formally endorsed the identified projects at their March and April 2018 meetings. Portland Commissioner Dan Saltzman endorsed Portland's projects in April 2018. At the May 4, 2018 meeting, the Transportation Policy Alternatives Committee (TPAC) unanimously recommended that JPACT endorse the project to receive funding for project development activities. On May 17, 2018, JPACT endorsed the projects.

Metro allocated \$1.7 million of bond proceeds resulting from the regional flexible funds for development of the eleven (11) active transportation projects; the remaining \$300,000 will be used to conduct a cost benefit analysis of the region's investment priorities in active transportation and develop a baseline development assessment of those projects. Some project sponsors provided additional cash or in-kind contributions, though match was not required.

The Oak Grove – Lake Oswego Pedestrian Bicycle Bridge ("the Project") is one of the eleven (11) projects identified by Metro and local partners and endorsed by JPACT. The purpose of this Agreement is to facilitate funding of the Project.

Intergovernmental Agreement

Metro Contract No. 935513

1. Term

The term of this Agreement will be from **September 1, 2018** through **September 30, 2021**, unless terminated or extended as provided in this Agreement.

2. Scope of Work

The Department must perform all activities specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by this reference as if set forth in full. To the extent that the Scope of Work contains additional Agreement provisions or waives any provision in the body of this Agreement, the Scope of Work controls.

3. Changes to Scope of Work

The Department and Metro may modify the Scope of Work, upon mutual agreement, provided that there are no changes to the Department's contribution nor substantial changes to the schedule covered by the Scope of Work and so long as the change does not require adoption by JPACT or the Metro Council. Modifications to the Scope of Work consistent with the limitations set forth in this Section may be authorized on behalf of the Department by the Director of Transportation and Development or his or her designee. Notwithstanding any limits on amendments to the Scope of Work contained in this section, if additional non-federal funding emerges to advance the project development, design, or construction of the project, the Department and Metro may amend this IGA to add, update, or revise "Exhibit A – Scope of Work" so long as the change does not require adoption by JPACT or the Metro Council.

4. Compensation

The total Agreement amount is **THREE HUNDRED SIX THOUSAND AND NO/100THS DOLLARS (\$306,000.00)**. This amount includes bond proceeds to be dispersed to the Department by Metro not to exceed **THREE HUNDRED SIX THOUSAND AND NO/100THS DOLLARS (\$306,000.00)**. Metro will reimburse the Department only for work completed on the Project during the effective date of the Agreement period.

5. Payment

Metro will reimburse the Department as set forth in the Scope of Work.

6. Excess Funds

If the Department fails to start or complete the Project, or completes the Project without expending all of the funds, any remaining bond proceeds funds for the Project will be considered to be excess flexible funds. These excess funds will revert to Metro to return to TriMet pursuant to Contract No. 935334; or, the Project sponsor/local jurisdiction receiving the bond proceeds funds may make a written request for a change under the Scope of Work change management provision. Reallocation of the funds may be done administratively or may require JPACT approval.

7. Right to Withhold payments

Metro will have the right to withhold payments due to the Department such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from the Department's performance or failure to perform under this Agreement or the failure of the Department to make proper payment to any suppliers or subcontractors. Metro will retain 10% of the Project funds provided by Metro. Metro will release the retained funds to the Department upon substantial completion of the Project as described in the Scope of Work.

Intergovernmental Agreement

Metro Contract No. 935513

8. Funding Recognition

The Department must recognize Metro and use Metro's logo in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the Department, including, without limitation, any on-site signage.

9. Records Maintenance

The Department must maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, the Department must maintain any other records pertinent to this Agreement in such a manner as to clearly document the Department's performance. The Department must retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

10. No Third Party Beneficiary

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its term.

11. Indemnity

To the extent permitted by Oregon law and subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the Department agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement.

12. Termination for Cause

- a. Subject to the notice provisions set forth in Section 2 below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that the Department has failed to comply with any provision of this Agreement and is therefore in default.
- b. Before terminating this Agreement in accordance with Section 1 above, Metro will provide the Department with written notice that describes the reason(s) that Metro has concluded that the Department is in default and includes a description of the steps that the Department must take to cure the default. From the date that such notice of default is received by the Department, the Department will have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, the Department will have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event the Department does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro will notify the Department in writing of the effective date of the termination.
- c. The Department will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that the Department was not in default or that the default was excusable (e.g., due to a labor strike, fire, flood or other event that was not the fault of, or was beyond the control of, the Department) this Agreement will be reinstated or the parties may agree to treat the termination as a joint termination for convenience.

Intergovernmental Agreement

Metro Contract No. 935513

13. Joint Termination for Convenience

Metro and the Department 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 the mutual, written termination agreement signed by both Metro and the Department.

14. Dispute Resolution

This Agreement is to be construed according to the laws of the State of Oregon. The Department and Metro shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties shall attempt to settle any dispute through mediation. The Parties shall 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.

15. State and Local Law Compliance

The Department must comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. The Department must comply with the State of Oregon requirements for crossing an interstate highway.

16. Discrimination Prohibited

No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Department receiving funds pursuant to this Agreement.

17. Notice of Project Risk

The Department must inform Metro immediately of any actual or potential problems or defects that present potential risk to the project moving forward.

18. Independent Contractor Status

The Department is an independent contractor for all purposes and is entitled only to the compensation provided for in this Agreement. Under no circumstances will the Department be considered an employee of Metro. The Department must provide all tools or equipment necessary to carry out this Agreement, and will exercise complete control in achieving the results specified in the Scope of Work.

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

Intergovernmental Agreement

Metro Contract No. 935513

19. Notice and Parties Representatives

The parties must address any notices permitted or required by this Agreement to the other party's representative(s) as set forth below and will be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing written notice to the appropriate designated representative below.

Department's Designated Representative:

Stephen Williams
Principal Transportation Planner
Clackamas County
150 Beaver Creek Road, Room 325
Oregon City, Oregon 97045
503-742-4696
503-742-4659 fax
swilliams@clackamas.us

Metro's Designated Representative:

Grace Cho
Associate Transportation Planner
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

with copy to:

Metro
Office of Metro Attorney
600 N.E. Grand Avenue
Portland, OR 97232-2736

20. Assignment

The Department may not assign or transfer this Agreement without written permission from Metro.

21. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement will be governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

22. No Waiver of Claims

The failure to enforce any provision of this Agreement does not constitute a waiver by Metro of that or any other provision.

Intergovernmental Agreement

Metro Contract No. 935513

23. Modification

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

24. Severability

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

25. Authority

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

26. Further Assurances

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

27. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

28. No Special or Consequential Damages

The Department expressly waives any claims against Metro regarding the Scope of Work under this Agreement. In no event will Metro be liable for and the Department specifically releases Metro 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 or for any failure of performance related to the Scope of Work or this Agreement, however caused, whether or not arising from Metro's sole, joint or concurrent negligence.

The DEPARTMENT, BY EXECUTION OF THIS AGREEMENT TO AGREE, HEREBY ACKNOWLEDGES THAT THE DEPARTMENT HAS READ THIS AGREEMENT TO AGREE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Clackamas County

By: _____

Printed: _____

Title: _____

Date: _____

Metro

By: _____

Printed: Martha Bennett

Title: Chief Operating Officer

Date: _____

Exhibit A – Scope of Work

Metro Contract No. 935513

Project Title: Oak Grove – Lake Oswego Pedestrian Bicycle Bridge
RTP No. 10085

Estimated budget at time of award:
Total Cost of Project: \$306,000
Metro Award \$306,000

The project application is attached to the Scope of Work as Attachment 1.

The Department will proceed with the Project as follows:

1. The Department agrees to proceed with the Project as scheduled and submit to Metro the following deliverables in full:

Task and Deliverables	Timeframe	Estimated Metro Allocation Amount
<p>Task 1: Project Management and Oversight Report to Metro on a quarterly basis documenting the status of the project, completion of tasks and the anticipated work in the coming quarter. The reports will include a statement regarding progress on the project and percentage complete. Also state whether the project is on schedule, ahead of schedule or behind schedule, describe any unanticipated events and describe the next quarter's tasks. In addition the quarterly progress reports will provide updates on consultant management including RFP, selection, contract development and progress.</p>	<p>October 2018 – December 2020</p>	<p>\$25,000</p>
<p>Task 1 Deliverables: 1a Quarterly Progress Reports</p>	<p>October 2018</p>	<p>10 reports @ \$2,500 each = \$25,000</p>
<p>Task 2: Intergovernmental Coordination The feasibility study will involve extensive coordination between local, regional, state and federal government partners. Intergovernmental coordination will take place through a Policy Committee (PC) and project Technical Advisory Committee (TAC). The PC will be composed of elected officials from key partners to meet and make decisions on the project direction. The TAC will provide input on the study approach, and also develop an organizational plan for the development, construction, operations and maintenance of the proposed bridge by an intergovernmental group formed specifically for that purpose.</p>	<p>August 2018 – December 2020</p>	<p>\$21,500</p>

Exhibit A – Scope of Work

Metro Contract No. 935513

Task 2 Deliverables:		
2a	Policy Committee – A PC will be formed by appointment of one elected official each from Clackamas County, the cities of Lake Oswego and Milwaukie, and Metro. The PC will meet three times at key points in the study process to determine the direction of the study and project.	October 2018 – December 2020 3 meetings @ \$1,500 each = \$4,500
2b	Technical Advisory Committee – Establish a TAC including representatives from Clackamas County, North Clackamas Parks and Recreation District, the cities of Milwaukie and Lake Oswego, Metro, Oregon Department of Natural Resources, Oregon Department of Environmental Quality, U.S. Army Corp of Engineers, and U.S. Coast Guard. TAC will meet no less than every three months to review project status and draft products, and provide input to the project manager.	October 2018 – December 2020 8 meetings @ \$1,500 each = \$12,000
2c	Organizational Plan for Bridge Development, Construction, Operations and Maintenance – Working with the TAC, the Department will develop a plan for the development, construction, operations and maintenance of the bridge by a group of governmental stakeholders.	January 2019 \$5,000
Task 3: Analysis of Alternative Locations for Bridge Analyze alternative locations to identify those that are feasible for proposed bridge. The determining factor for feasibility will be availability on both sides of the Willamette River of publically-held land that can be used for bridge landing sites. If multiple sites are identified the sites will be scored using criteria such as availability of right-of-way, connections to the existing and planned bike and pedestrian network, suitability for emergency response use, cost and other issues.		November 2018 – October 2019 \$105,500
Task 3 Deliverables:		
3a	Location Criteria Memo – Identify ranking criteria, in priority order, to be used to rank available publically-owned sites.	November 2018 \$10,000
3b	Property Inventory Technical Report – Identify public agency held properties adjacent to the Willamette River of sufficient size to serve as bridge landing locations between the north limits of Lake Oswego and Concord Street extended in Oak Grove.	December 2018 \$5,000
3c	Assessment of Bridge Locations Report – Assess all proposed bridge locations and select the three best pairs of bridge landing points based on the Location Criteria.	December 2018 - February 2019 \$15,500
3d	Engineering Design Criteria Memo – Identify the limiting factors that will control the design of any bridge.	February 2019 - March 2019 \$10,000

Exhibit A – Scope of Work

Metro Contract No. 935513

3e	Bridge Concepts Report – Plan/elevation line drawings of deck concepts showing all identified limiting factors including span, alignment, height above mean high water, and slope	March 2019 - July 2019	\$20,000
3f	Bridge Type Concepts – Identify bridge type concepts with preliminary sketches for each of up to four bridge locations.	July 2019 - September 2019	\$30,000
3g	Alternative Bridge Locations Report	October 2019	\$15,000
Task 4: Scoping for NEPA and Permitting Work with units of local, regional, state, and federal government with responsibility for environmental approvals and permitting to conduct a scoping process for the proposed bridge to identify special studies, data collection and analysis that will be necessary to secure environmental approvals and required permits.		September 2019 – January 2020	\$20,000
Task 4 Deliverables:			
4a	Identify Agencies and Environmental Checklist – Identify all local, regional, state and federal agencies with responsibility for environmental approvals and permitting. Prepare an environmental checklist for the proposed project.	September 2019	\$4,000
4b	Scoping Workshop – Conduct a half day workshop with the federal, state, regional and local stakeholders to identify required studies, and scope for meet NEPA assessment and permitting needs.	October 2019 – November 2019	\$10,000
4c	NEPA and Permitting Scoping Report – Prepare the draft NEPA and permitting scoping report and circulate to stakeholders for review and comment. Incorporate comments and prepare final NEPA and Permitting Scoping Report.	December 2019 - January 2020	\$6,000
Task 5: Planning Cost Estimates and Funding Prepare planning-level cost estimates and funding plans for up to four bridge alternatives including costs for project development, operations and maintenance.		January 2020 – June 2020	\$50,000
Task 5 Deliverables			
5a	Project Development Costs Memo – Planning-level cost estimates for each bridge location/type including, preliminary engineering, right-of-way (if any), utilities, final PS&E, construction engineering, and full construction costs.	January 2020 – February 2020	\$15,000
5b	Operations and Maintenance Costs Memo – Planning-level operations and maintenance costs for each bridge location/type for first 20 years, including annual maintenance and estimated costs for less frequent replacement or repair of critical components.	March 2020 – April 2020	\$15,000
5c	Funding Plan – Prepare a planning level funding plan for each bridge location/type that identifies sources for all project development/construction	May 2020	\$15,000

Exhibit A – Scope of Work

Metro Contract No. 935513

5d	<p>funding, and also for on-going operations/ maintenance.</p> <p>Planning Cost Estimates and Funding Plan Report</p>	June 2020	\$5,000
<p>Task 6: Public Involvement Conduct public involvement activities including advisory committee meetings, provide information and seek feedback through public presentations as well as online; and secure input online, through public meetings, and other public engagement activities.</p> <p>Task 6 Deliverables:</p>		October 2018 – December 2020	\$69,000
6a	<p>Community Advisory Committee (CAC) – Form a CAC to be composed of appointed representatives from each of the following: local governments, community, environmental and business groups from the project area. The CAC will meet at least once every three months. All meetings will be treated as public meetings under Oregon Law. CAC members will be responsible to review and provide input on project studies and materials, and also to brief their organizations.</p>	October 2018 – December 2020	6 meetings @ \$1,500 each = \$9,000
6b	<p>Environmental Justice/Equitable Development Analysis – Securing involvement from historically marginalized communities and minimizing displacement are important considerations for this project. Various data sets will be analyzed to identify historically marginalized communities and households at risk of displacement. This data will be used during this feasibility study to focus outreach to historically marginalized communities and in later stages to help focus efforts to minimize displacement or other issues/concerns identified by historically marginalized communities through focused outreach efforts conducted as part of the project. Administrative records will be analyzed to identify residential/commercial properties most likely to be subject to rapid rehabilitation and re-sale.</p>	October 2018 – March 2019	\$9,000
6c	<p>Project Website – Provide and maintain a project website with information on the project and schedule, access to project materials, and a portal for questions or comments on the project.</p>	October 2018 – December 2020	\$10,000
6d	<p>Newsletter – On a quarterly basis – or more frequently if needed -- prepare and distribute an electronic newsletter and/or paper newsletter highlighting project activities and studies, upcoming meetings, and project schedule. The newsletter should be distributed via email to the list of interested parties, via the project website to others and, as needed in hard copy to those who do not</p>	October 2018 – December 2020	6 newsletters @ \$1,000 each = \$6,000

Exhibit A – Scope of Work

Metro Contract No. 935513

	have access to the electronic forms. Translation of the newsletter will be provided based on the need identified in the environmental justice/analysis of historically marginalized populations, or as requested.		
6e	Public Meetings – Three public meetings will be conducted in the course of the project at key decision points. Demographic data will be collected to determine how effectively traditional public meetings serve the community.	October 2018 – December 2020	3 public meetings at \$5,000 each - \$15,000
6f	Webinar Public Meetings – The Department has become concerned that traditional public meeting approaches limit participation to small segments of the population who have the time to come to a public meeting on a mid-week evening. As part of this project, the Department will test webinar and/or online public meetings. The Department can produce such webinar public meetings inexpensively using existing Clackamas County facilities. The intent is for these meetings to be conducted similar to typical webinars with a presentation and moderated questions and answers. Participants should be able to provide input during the webinar and also through online comment forms. The webinar public meetings will be recorded and available for later viewing. The Department will collect demographic data on the webinar to determine if the webinar reaches a broader audience than traditional public meetings.	October 2018 – December 2020	3 public meetings at \$5,000 each - \$15,000
6g	Public Involvement Report – Summary and analysis of public comments and input received at all public meetings, through the project website and through other public engagement methods, copies of all outreach materials.	December 2020	\$5,000
Task 7: Final Report Prepare a final report entitled the <u>Oak Grove – Lake Oswego Pedestrian and Bicycle Bridge Across the Willamette River Feasibility Study</u> . The final report will incorporate the reports prepared for Tasks 2 to 6 as amended through the course of the study, as well as an Executive Summary and graphics, photos, slides, etc., as appropriate, to share findings with the public and partner agencies.		October 2020 – December 2020	\$15,000
Task 7 Deliverable: Final Report			

2. Project Location: Oak Grove – Lake Oswego, Clackamas County, Oregon

Exhibit A – Scope of Work

Metro Contract No. 935513

3. Publicity:

As a courtesy, the Department will inform and invite Metro to project related activities including but not limited to technical committees, site visits, and any public opening ceremony and/or events. The Department must recognize Metro, using the Metro logo, in any publications, media presentations, or other presentations referencing the Project.

4. The Department agrees to submit to Metro regular progress reports as follows:

a) **Quarterly Progress Reports:** In addition to the Project Deliverables set forth above, once work has begun, the Department must provide to Metro a progress report, documenting the status of the Project. The Department must submit the progress report to Metro quarterly. The first progress report will be due at the start of the project and will detail the tasks and deliverables to be completed in the first quarter of the project. The Department must include the following details in all progress reports:

- i. An account of the work accomplished to date.
- ii. A statement regarding the Department's progress on the Project.
- iii. The percentage of the Project completed.
- iv. A statement as to whether the Project is on schedule or behind schedule.
- v. A description of any unanticipated events.
- vi. A description of the next quarter's tasks.

b) The Department must submit all progress reports in a memorandum format with the title of "Progress Report: Oak Grove – Lake Oswego Pedestrian Bicycle Bridge" or in another Metro approved and documented reporting method.

c) Final Report:

The Department must submit a final report and final reimbursement request within sixty (60) days of the earlier (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report must include:

- i. Full and final accounting of all expenditures.
- ii. The value and source of all local contribution funds.
- iii. A description of work accomplished.
- iv. Volunteer hours and participation (if applicable).
- v. Project photos (including a photo of the signage acknowledging Metro during construction), if used.

d) The final report submitted by the Department must be in the Final Report provided by Metro unless Metro approves in writing another reporting method.

5. Reimbursement - Limitations:

a) Payments may not exceed the amount budgeted per Project Deliverable identified in the Scope of Work.

- i. In the event a Project Deliverable does not expend its entire budget, funds may be carried over to the next Project Deliverable.
- ii. In the event of cost overrun, no additional funding will be granted.

b) Before the first reimbursement request, the Department must provide a written explanation on the strategy to be deployed to address the possibility of cost overruns on the Project.

Exhibit A – Scope of Work

Metro Contract No. 935513

- c) The Department should expend awarded amount of funding according to the timeline and schedule. If awarded amount of funding is not expended according to schedule, then the Department must make a written change management request to Metro. Otherwise, if timely expenditure is not made, Metro may terminate the Agreement.

- d) Retainage:

Metro will reserve as retainage an amount equal to 10% of the total funds Metro has committed to the Project. Metro will reimburse the Department in full for Project expenditures until Metro has released 90% of the funds, and will reserve the remaining 10% as retainage. The total retained funds will be disbursed to the Department once the Project is fully completed and approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to the Department the entire retainage as part of the final reimbursement payment. For the purposes of this section, completion of the Project means that Metro has verified in writing to the Department that the Project is substantially complete.

6. Change Management:

- a) Metro will shift funds that the Department did not use in earlier stages of the Project to later phases of the Project without a change request. The Department may not advance or move funds budgeted for a later Project Deliverable of the Project to an earlier Project Deliverable.
- b) The Department must make a request for the following changes to the Project:
 - i. A revision to the Project scope of work and/or timeline.
 - ii. Addition of local funds to the Project.
- c) Change requests to reduce the scope of the Project will not change local contribution commitment on the Project.
- d) The Department must submit change requests to Metro in writing.

7. Reimbursement – Invoicing:

- a) The total Agreement amount is **THREE HUNDRED SIX THOUSAND AND NO/100THS DOLLARS (\$306,000)**. This amount includes bond proceeds to be dispersed to the Department by Metro not to exceed **THREE HUNDRED SIX THOUSAND AND NO/100THS DOLLARS (\$306,000)**.
- b) The Department is solely responsible for paying the Department's subcontractors and nothing contained herein will create or be construed to create any contractual relationship between any contractor or subcontractor and Metro.
- c) All invoice payments are conditional upon Metro's Project Manager's approval of the deliverables. Deliverables being invoiced for reimbursement must accompany invoices. The Department must present progress reports to Metro's Project Manager on a quarterly basis.
- d) The Department's invoices must display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required contribution amounts. Documentation includes without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense. Metro must receive and accept the documentation before Metro makes payment.

Exhibit A – Scope of Work

Metro Contract No. 935513

e) The Department must include in the invoice:

- Metro Contract No. 935513
- Department name
- Remittance address
- Invoice date
- Invoice number
- Invoice amount
- Itemized statement of work performed and expenses incurred during the invoice period
- **Required** to be submitted quarterly

f) The Department must send the invoice to:

Metro
Grace Cho – Project Manager
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

or:
grace.cho@oregonmetro.gov

g) The Department must reference the Metro Contract No. 935513 in the email subject line.

h) Pursuant to Metro's fiscal year end, the Department's invoices for services through June 30 of each year of the contract period must be submitted to Metro no later than July 30. Metro will make payment on a Net (thirty) 30 day basis upon approval of The Department's invoice and quarterly progress report.

Exhibit A – Scope of Work

Metro Contract No. 935513

**ATTACHMENT 1
PROJECT APPLICATION
TO FOLLOW**



Project Development Scope of Work Form

Complete this form for projects proposed to receive 2019-2021 RFFA bond proceeds for project development of active transportation projects.

Project requirement checklist – project must:

Yes Help complete the regional bicycle and/or pedestrian network (<https://gis.oregonmetro.gov/rtp/>)

Yes Be in a local Transportation System Plan

Yes Be in the 2014 Regional Transportation Plan or the draft 2018 Regional Transportation Plan

Name of Project: **Willamette River Ped Bike Bridge Feasibility Study**

Total project cost (start to finish): \$21,536,380

Amount requested for project development: \$306,000

Project Contact

Name, title, phone & email for:

1. Project Lead: Stephen Williams, Principal Transportation Planner, (503) 742-4694, swilliams@clackamas.us
2. Project Manager: Karen Buehrig, Transportation Planning Manager, (503) 742-4683, KarenB@co.clackamas.or.us
3. Project Engineer: Joel Howie, Capital Project Manager, (503) 742-4658, JHowie@co.clackamas.or.us

Project Information

1. City (ies) where project is located: Lake Oswego/Milwaukie
2. County(ies) where project is located: Clackamas County
3. Start location To be determined in the proposed study End location To be determined in the proposed study
4. Corresponding TSP project number(s) for the nominated project: Clackamas County #2022
5. Corresponding RTP project number(s) for the nominated project: Draft 2018 RTP #10085

Current Project Description

1. Briefly describe the project purpose (what issue or need will the project address) The Willamette River is a major barrier to pedestrian and bike mobility in the Metro region south of downtown Portland. A gap of approximately 10 miles without ped/bike access across the Willamette River exists between Sellwood Bridge and the Oregon City Bridge. The purpose of this project is to provide a ped-bike bridge across the Willamette River connecting Lake Oswego downtown to areas east of the river and the regional and local ped bike systems greatly increasing ped-bike mobility within the southern portion of the Metro Planning Area.

2. Summarize the planning and project development process for this project to date (identify plans, studies, or documents that have led to the current project definition): Originally it was hoped that a ped-bike accommodation could be built on the side of the existing UPRR bridge with the support of the railroad. A study conducted by Metro and local partners in 2009 determined that the railroad would not agree to that concept. As a result of this determination, the local governments have determined that a new ped-bike bridge is the only feasibility alternative and are seeking to conduct this study to assess the feasibility of such a bridge. If the partners determine that this project is feasible, this study will result in an agreement to move forward, as well as the inputs that are necessary for a complex project such as this one to advance into the full project development process.
3. Describe the preferred alignment(s) of the project: Identifying the preferred alignment for a new bridge across a major river in an urban environment is not an easy task and will be the major work task for this study. Most discussion for this project has focused on the the bridge being located between central Lake Oswego on the west side of the river and Oak Grove on the east (see attached map). This location provides a connection between the Lake Oswego downtown with higher density housing in the Oak Grove area. The largest task of this feasibility study is an alternatives analysis to identify alignments/design concepts and analyze their feasibility. If the project is advanced by the partners the preferred alignment will be determined at the conclusion of the environmental review process.
4. Describe the major design features of the project (*Example: project will include a buffered bikeway of X width, bikeway intersection treatments, wayfinding, bicycle signal, and median*): This project will provide an exclusive ped-bike bridge across the Willamette River, approach structures and fully separated ped-bike connections to the existing regional and local ped-bike network on both sides of the river.
5. Are the preferred alignments and major design features broadly known and supported, or subject to change through the remaining project development process? There has been strong public support on both the east and west sides of the river for the development of a proposed ped-bike bridge. As noted above the preferred alignment will be identified at the conclusion of the NEPA process. The major design features as identified in the previous question (exclusive ped-bike bridge, fully separated connections to the regional ped-bike network) are not subject to change. More detailed alternatives analysis and conceptual design tasks to be conducted in this feasibility study will identify specific treatments in greater detail.
6. Describe known or potential impacts to other agency's facilities, prior coordination with those agencies (ODOT, transit, railroads, utilities, etc.) about potential impacts to date, and potentially needed permits or agreements: Coordination with the railroad occurred during the previous process and resulted in the understanding that use of the railroad bridge for the ped-bike crossing was not an option. Impacts to other agencies facilities and coordination with the resource agencies will occur in the course of this feasibility study. Permitting requirements or agreements will be identified in this feasibility study and secured during the project development process.
7. Describe whether right-of-way impacts (both construction easements and permanent) are known and if so, whether right-of-way is secured or not: Right-of-way impacts are not known. However, the desire of the project sponsors is to use existing public lands on either side of the river for the bridge landing points and avoid the need to secure additional right-of-way.
8. Describe how the project will address the needs and contribute to desired outcomes, including:

- a. Will the project serve Title 1 schools, low-income, low-English proficiency, non-white, elderly and young, and/or persons with disabilities populations? Yes or No: Yes If yes, how? The Oak Grove Elementary School is a Title 1 school. The Oak Grove area has higher densities than is typical in Clackamas County of those with low income, low-English proficiency, those with disabilities or who are non-white. The Willamette River Ped-Bike Bridge will increase access to jobs and to community places/services for the residents of Oak Grove. In addition, the highest density concentration of seniors in Clackamas County is located in the immediate area of the proposed project. The Lake Oswego area has a higher than typical density of seniors. The proposed bridge will provide greatly expanded opportunities for bike and pedestrian mobility benefiting the populations of both communities.
- b. Will the project reduce fatal and severe injury pedestrian and bicycle crashes or address a high risk location? Yes or No: Yes If yes, how? Travel for pedestrians or bikes between locations on the east and west side of the Willamette River, such as Oak Grove and Lake Oswego currently requires a trip of 10 miles through a number of high risk corridors and intersections including River Road, McLoughlin Blvd and OR 43. The addition of the Willamette Ped-Bike Bridge will reduce that trip to less than a mile in length on fully separated ped-bike facilities, greatly reducing the risk of crashes and injury.
- c. Will the project provide walking and bicycle access within 1/4 mile of transit stops and stations? Yes or No: Yes. If yes, how? The Willamette Ped-Bike Bridge provide direct pedestrian and bicycle connection between two of the highest ridership transit routes in Clackamas County. This will greatly expand access to transit for those on both sides of the river.
- d. Will the project provide walking and bicycle access within 1/4 mile of a school? Yes or No: Yes If yes, how (provide name of school(s))? Oak Grove Elementary School
- e. Will the project use design treatments that will lead to increased use of active transportation modes by providing a good user experience/increasing user comfort? Does the project provide a high degree of separation between people walking and bicycling and motor vehicle traffic? Yes or No: Yes If yes, how? The proposed project will provide a separated ped-bike facility between Oak Grove and Lake Oswego. This facility will improve the user experience and comfort due to full separation from motor vehicle traffic and a reduction in trip length from over 10 miles to just 1 mile. These benefits will lead to increased use of active transportation modes and greatly increase the places and destinations that are accessible by ped-bike.
- f. How will the project improve access to and from priority destinations, serve high density areas, and/or increase the number of people walking and bicycling to help relieve congestion? Yes or No: Yes If yes, how? Lake Oswego and Oak Grove are two of the higher density locations within Clackamas County and have many priority destinations. These

locations are separated by only a few thousand feet across the Willametter River. The lack of a connecting bridge means that those wishing to go from one to the other by bike must travel at least 10 miles. The proposed bridge would bring those priority destinations within range of an easy ped-bike trip from either side of the river, great improving access. The bridge would also provide opportunities to replace longer vehicle trips with short pedestrian or bicycle trips, reducing congestion.

- g. Other needs and desired outcomes the project will address identified in the project purpose statement: The proposed bridge will open access to a beautiful view of the Willamette River. In addition to the transportation benefits, we think it will also be an attraction and a benefit to the communities.
9. Describe the existing project funding strategy (will federal or ODOT program funds potentially be requested?): Identification of the funding strategy is an important purpose of this feasibility study. This study will identify and secure the support of a group of partner governments to support both the development/construction of the project as well as the long term operations and maintenance. Likely sources of funding include the North Clackamas Park and Recreation District, the local governments as well as the proposed regional bond and possibly federal funds through Metro/ODOT.

Project Development Scope, Cost and Funding Request

1. Total estimated cost for project development (should equal combined amounts identified in #2, 3, and 4, below): \$ 2,584,366 (full cost of all development tasks including the cost of the previous Metro study, cost of this proposed feasibility analysis, and full environmental, design and permitting costs that will be incurred if the project moves forward)
2. Amount already expended on project development (estimate is okay): Less than \$100,000 (Metro 2009 study)
3. Planned additional local contribution to project development (not required): \$ 0
4. Total amount requested of RFFA bond proceeds for project development: \$ 306,000
5. Total estimated project cost through construction (including project development): \$ 21,536,380
6. Provide preliminary project cost estimate to date and a brief description of the method and level of confidence of the estimate (attach any documentation available): The project cost estimate was developed by Clackamas County capital projects staff based on typical costs for a ped-bike bridge of this type.
7. Project cost estimates reviewed by Project Engineer (name): Joel Howie, PE

Required Additional Information

1. GIS shapefile of the project. The exact location of the proposed project is not known at this time and will be the subject of this study. The attached map shows public and privately owned

properties on both shores of the Willamette River in the area that is viewed as the most likely location for the bridge based on current information.

2. Project Development Scope of Work Main Tasks and Summary Costs– use the attached template and modify as necessary.

Purpose and Desired Outcomes
<p>Provide a brief summary description (2-4 lines of text) of the purpose and desired outcomes of the project development work (<i>Example: The purpose and objective of this study is to....(purpose statement, desired outcomes) and is located in the . . . (describe study location with boundary limits)</i>)</p>
<p>Purpose of Project: There is currently a 10 mile segment of the Willamette River between Sellwood Bridge and the Oregon City Bridge without ped-bike access across the river. The proposed ped-bike bridge between Lake Oswego and Oak Grove/Milwaukie would provide an active transportation connection across the river greatly increasing ped-bike mobility, add an important scenic and community asset, and improve access to jobs and community places for those in historically marginalized communities.</p> <p>Outcomes of the Willamette River Ped-Bike Bridge Active Transportation Development Project: The outcomes of this proposed active transportation development project are to 1) Identify the preferred location, bridge concept and cost; 2) Work with regional, state and federal partners to determine the scope and special studies that will be needed for environmental review and permitting; 3) Develop a funding plan for full project development and construction as well as on-going operations and maintenance; 4) Work with local, regional and state partners to identify appropriate roles and contributions to the project development, operations and maintenance; 5) Conduct public input to gauge the public support/concern about the proposed project.</p> <p>Location: Although a specific location has not been identified, the study will focus on public properties along the run of the Willamette River between Milwaukie downtown and Marylhurst University, as shown on the attached map.</p>

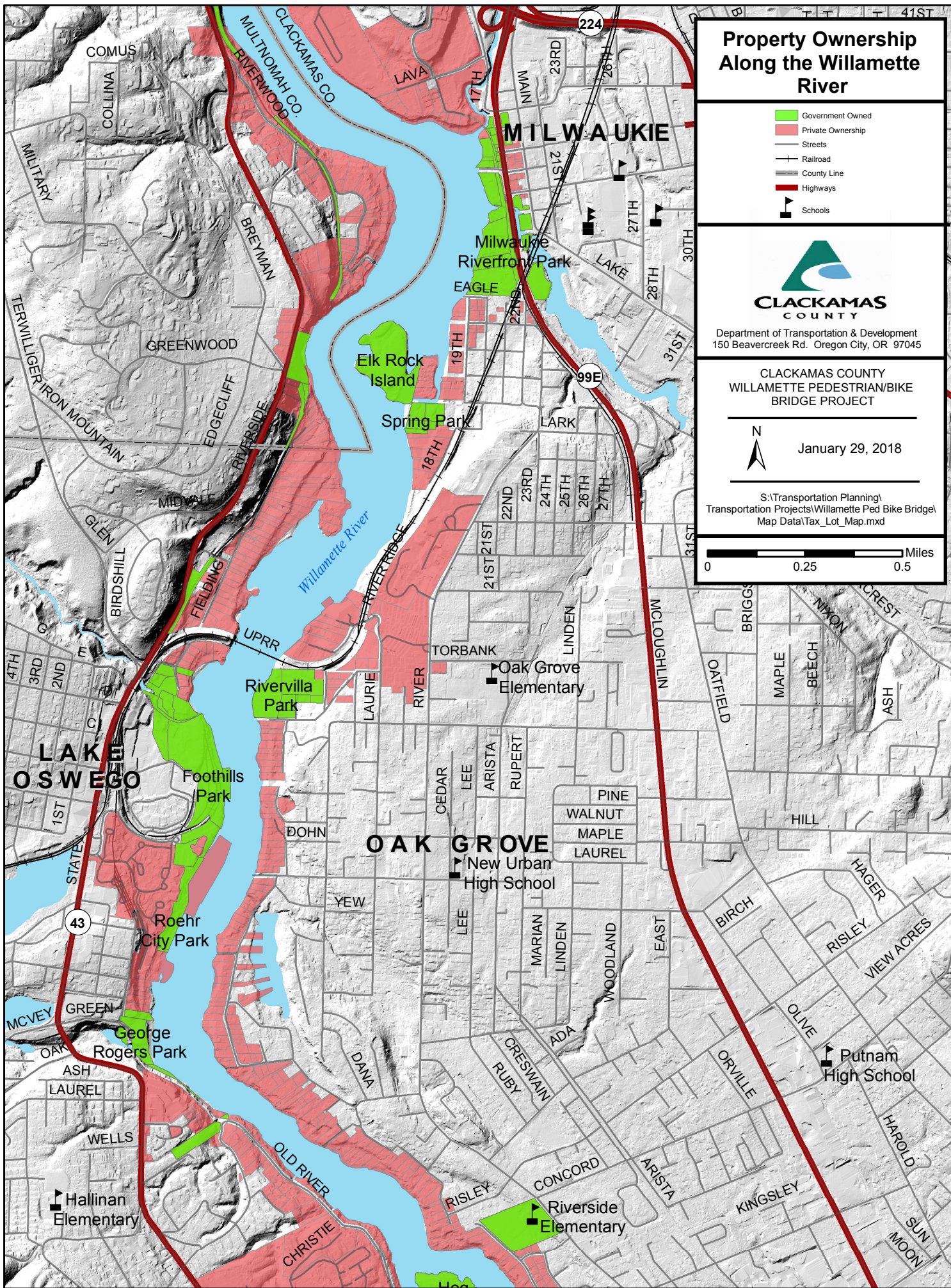
Major Project Scope Elements and Summary Costs		
Provide a bullet list of the main tasks that will achieve the purpose and objectives (Examples provided below)	A cost summary per each major task	ID in-house or consultant driven task
Task #1: Alternatives analysis of possible bridge locations, connection to the bike ped network, with an identification of the preferred bridge location alternatives	\$140,000	Consultant
Task #2: Environmental scoping to identify special studies and analysis that will be necessary.	\$20,000	Consultant
Task #3: Conceptual cost estimate and funding plan for project development, operations and maintenance.	\$50,000	Consultant

Task #4: Interagency coordination with local governments, special districts, and state/federal agencies on roles and responsibilities	\$16,000	Staff & Consultant
Task #5: Intergovernmental Agreement between the partners for project development, operations, and maintenance	\$15,000	Staff and Consultant
Task #6: Conduct public involvement activities including presentations, outreach and other activities to inform the public about the proposed project and secure input.	\$40,000	Staff and Consultant
Task #7: Project management and administrative oversight	\$25,000	Staff
Total Proposed Study Costs:	\$306,000	

Approach And Oversight

Discuss how the project development work will be implemented and how expenditures will be tracked and monitored by the agency. Describe the technical, administrative and budget capacity to complete project development work.

This project development project will primarily be conducted by a consultant under the direction and oversight of the Clackamas County Department of Transportation and Development (DTD). At any particular time DTD has over 20 projects in development and has an extensive staff of project managers, engineers, finance and administrative specialist who are well versed in all aspects of the management of publically funded projects. The DTD has carried out a number of projects using funding from Metro and is knowledgeable about all conditions and requirements. The DTD Principal Transportation Planner will be the project manager under the direction of the Transportation Planning Supervisor. Working with the project manager will be a Project Management Team including the Capital Projects Supervisor, the Administrative Services Manager, the Bike and Pedestrian Coordinator, and the Community Outreach Specialist. This group will ensure that all administrative, legal and professional standards are met and that the project is completely in a timely and responsible fashion.



Property Ownership Along the Willamette River

- Government Owned
- Private Ownership
- Streets
- Railroad
- County Line
- Highways
- ▣ Schools



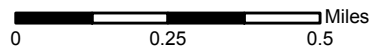
Department of Transportation & Development
150 Beaver Creek Rd. Oregon City, OR 97045

CLACKAMAS COUNTY WILLAMETTE PEDESTRIAN/BIKE BRIDGE PROJECT



January 29, 2018

S:\Transportation Planning\
Transportation Projects\Willamette Ped Bike Bridge\
Map Data\Tax_Lot_Map.mxd





DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 20, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of 2040 Planning and Development Grant
Intergovernmental Agreement with Metro: Clackamas County
Park Ave Development and Design Standards. Contract No. 935012**

Purpose/ Outcomes	Approval of 2040 Planning and Development Grant Intergovernmental Agreement with Metro: Clackamas County Park Avenue Development and Design Standards. Contract No. 935012
Dollar Amount and Fiscal Impact	The grant award is for \$180,000. The departments of Transportation and Development (DTD), and Business and Community Services (BCS) will contribute a total of \$45,000 of staff time as a part of this project.
Funding Source	The Metro 2040 grants are funded through Construction Excise Taxes. The matching funds will come from the county's General Fund.
Duration	September 2018 – December 2020
Previous Board Action	BCC Policy Session – IGA Approval: September 4, 2018 BCC Business Meeting – Approval to Apply: June 29, 2017 BCC Policy Session – Approval to Apply: June 13, 2017
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure
Contact Person	Karen Buehrig, Transportation Planning Supervisor, DTD 503-742-4683
Contract No.	Metro Contract No. 935012

In 2017 Clackamas County, in response to a community request, applied for a Metro 2040 Planning and Development Grant for the Park Avenue Development & Design Standards project for unincorporated Clackamas County lands approximately ½ mile from the Park Avenue Light Rail Station. The project is intended to provide an inclusive and innovative public engagement process, an assessment of neighborhood livability and economic vitality, and ultimately to revise development and design standards on commercial land around the light rail station to support a more walkable, transit-oriented environment.

On October 24, 2017, Clackamas County received notice that it was awarded an \$180,000 - 2040 Planning and Development Grant by Metro for the proposed project. The County will match the grant amount with \$45,000 of in-kind support. We expect the project will take a total of 18 months to complete, including final adoption of development and design standards.

The original request for funding was made in partnership with the McLoughlin Area Plan Implementation Team (MAP-IT) to support the 2017-18 Long-Range Planning Work Program item on working with the community to submit an application to fund a community outreach process to engage property owners about the development and design standards.

Grants such as this one from Metro or ODOT typically involve an intergovernmental agreement (IGA) between Clackamas County and the granting agency. The attached IGA between Clackamas County and Metro has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully request that the Board of County Commissioners approve this Intergovernmental Agreement with Metro for the Park Ave Development and Design Standards project.

ATTACHMENT:

1. 2040 Planning and Development Grant Intergovernmental Agreement with Metro: Clackamas County Park Ave Development and Design Standards. Contract No. 935012

Respectfully submitted,

Karen Buehrig, Transportation Planning Supervisor
Transportation and Development

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – Clackamas County
Park Avenue Development and Design Standards**

This 2040 Planning and Development Grant Intergovernmental Agreement (“Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and Clackamas County (“County”), through its Department of Transportation and Development, a municipal corporation, located at 150 Beaver Creek Road, Oregon City, OR 97045, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the County has submitted a 2040 Planning and Development Grant Request (“Grant Request”) for the Park Avenue Development and Design Standards Project (“Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds (“Grant Funds”) to the County for the Project in the amount of \$180,000 subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from existing CET funds for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide Grant Funds to the County for the Project as described in the Grant Request, attached hereto as Exhibit A and incorporated herein subject to the terms and conditions specified in this Agreement and subject to any specific funding conditions recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 17-4846.
2. Project Management and Coordination. The Parties have appointed the staff identified below to act as their respective Project Managers with the authority and responsibility described in this Agreement:

For the County: Karen Buehrig
 Transportation Planning Supervisor
 Clackamas County Department of Transportation and Development
 150 Beaver Creek Road
 Oregon City, OR 97405
 KarenB@co.clackamas.or.us
 503-742-4683

For Metro: Lisa Miles
 Principal Project Manager
 2040 Planning and Development Grants
 Metro
 600 NE Grand Avenue
 Portland, OR 97232
 Lisa.Miles@oregonmetro.gov
 503-797-1877

In the event the County needs to assign a new Project Manager other than the individual named in the original grant application, the County will present in writing to Metro the qualifications and experience of the proposed new Project Manager. Metro shall have the opportunity to review the qualifications and may reject a proposed Project Manager who Metro deems unqualified.

3. Mutual Obligations of both the County and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

(a) Selection of Consultants, Phase I: The Project Managers will work together to identify consultants best qualified to perform the scope of work for Phase I: Park Avenue Station Area Community Assessment, attached hereto as Exhibit B. One deliverable for Phase I will be proposed revisions, as deemed appropriate, to a consultant scope of work and proposed RFP for Phase II. The proposed RFP will be approved by the Board of County Commissioners prior to the commencement of Phase II.

(b) Selection of Consultants, Phase II: Once approved by the Board of County Commissioners, the RFP for Phase II consulting services will be released. The Project Managers and any additional reviewers selected by the Parties and approved by the Board of County Commissioners will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.

(c) Preliminary Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of Phase I of the Project, which are attached hereto as Exhibit C. This preliminary schedule of milestones will be incorporated into the contract between the County and the consultants hired for Phase I of the Project.

(d) Revised Schedule of Milestones. After Phase I has been completed and the Project Managers have selected a consultant team as described in subsection 3(b), the Parties to this Agreement expressly delegate authority to the Project Managers to prepare a revised schedule of milestones that will provide more detailed performance timelines for Phase II of the Project, including specific consultant and/or County deliverables for each milestone, and establish the amount of grant funds to be disbursed by Metro upon satisfactory completion of each milestone. The Parties agree that the revised schedule of milestones agreed upon by the Project Managers will replace the preliminary schedule attached hereto, and will become the final and binding Exhibit C to this Agreement (“Revised Exhibit C”), unless and until it is later amended as allowed under paragraph 9 of this Agreement. The revised schedule of milestones will be incorporated into the contract between the County and the consultants hired for Phase II of the Project.

(e) Project Committee(s). The consultant team hired for Phase I of the project will develop a recommendation for the governance structure and any advisory committees to be formed in Phase II of the project. Working with the consultant team, the Project Managers will help to define the recommended role of the project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro’s Project Manager will participate as a member of any such committee(s). The Board of County Commissioners shall review and approve the proposed committee structure, membership, and scope of authority, which will then be integrated into the Scope of Work and RFP for Phase II.

4. County Responsibilities. The County shall perform the Project described in the Grant Request, attached as Exhibit A, and as specified in the milestones set forth in Revised Exhibit C, subject to the terms and conditions specified in this Agreement and subject to any funding conditions recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 17-4846. The County shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project.

(a) Use of Grant Funds. The County shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach or schedule, the County shall obtain Metro’s prior written approval before implementing any revisions to the Project.

(b) Consultant Contract(s).

1) After the Project Managers have agreed on the scope of work for Phase I, and agreed on a consultant team to perform the scope of work, the County shall enter into a contract(s) with the selected consultant team to complete the initial milestones and deliverables described in Exhibit C. The contract(s) entered into by the County shall reference this Agreement, including the schedule of milestones set forth in Exhibit C.

2) After the Project Managers, and others as determined, have selected the consultant team for Phase II of the Project, and completed the Revised Exhibit C schedule of milestones as described above in section 3, the County shall enter into a contract(s) with the selected consultant team to complete the remaining Project milestones and deliverables described in Revised Exhibit C. The contract(s) entered into by the County shall reference this Agreement, including the schedule of milestones set forth in Revised Exhibit C.

(c) Submittal of Grant Deliverables. Within 30 days after completing each milestone for the Project, as described in Revised Exhibit C, the County shall submit to Metro all required deliverables for the milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro separately and sequentially; the County shall not submit additional deliverables and invoices to Metro for later milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

(a) Review and Approval of Grant Deliverables. Within 15 days after receiving the County's submittal of deliverables as set forth in Exhibit C, Metro's Project Manager shall review the deliverables and either approve the submittal or reply with comments and/or requests for further documentation or revisions that may be necessary. Metro shall have sole discretion in determining whether the deliverables submitted are satisfactory in meeting the grant requirements. Metro's approval shall not be unreasonably withheld and shall be made comparing the County's submittal to the Project as described in the Grant Request set forth in Exhibit A and the deliverables set forth in Revised Exhibit C.

(a) Payment Procedures. Upon Metro Project Manager's approval of deliverables, invoices and supporting documents, subject to the terms and conditions in this Agreement, Metro shall reimburse the County for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days.

6. Project Records. The County shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the County for the Project. Records and documents described in this section shall be retained by the County for three years from the date of completion of the project, expiration of the Agreement or otherwise required under applicable law, whichever is later. The County shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The County shall establish and maintain books, records, documents and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how County matching funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the Grant Funds provided hereunder or the Project for the purpose of making audits and examinations.

7. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all County records with respect to all matters covered by this Agreement. The representatives shall be permitted to audit, examine and

make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with the Project shall be retained by the County and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in Exhibit C.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the County has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the County.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities or damages of any kind relating to this Agreement or the Grant Funds.

13. Authority. County 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 the County and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the County and Metro, respectively.

Metro

Clackamas County

By: _____
Martha Bennett

By: _____
Jim Bernard

Title: Metro Chief Operating Officer

Title: Chair

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Nathan Sykes

By: _____

Title: Acting Metro Attorney

Title: County Attorney

Date: _____

Date: _____

- Exhibit A – County’s Grant Request
- Exhibit B – Scope of Work
- Exhibit C – Schedule of Milestones

Metro Contract 935012-Exhibit A
County's Grant Request

Project narrative

Project Name: Park Avenue Development and Design Standards

Note to applicants: All questions and headings are to remain in their current locations in this document. In the space provided after each question, you may use text, bullet lists, tables or other formatting as desired or appropriate to improve the clarity and legibility of your response. Please be succinct; is not necessary to use all of the space provided. Please use 11 point black text, and limit your response to the space allotted for each question. Refer to the evaluation criteria on page 4 of the Handbook, also in ZoomGrants in the "Library" tab.

Clear development outcomes

1. Clearly describe the proposed project and the specific goals to help facilitate development in your community. (Limit your response to page 1.)

The Park Avenue Development and Design Standards Project (the project) will employ an inclusive and extensive community engagement process to create development and design standards for the Park Avenue Station area. These standards will be crafted to implement the Community Values and Guiding Principles (including those related to economic vitality, inclusiveness, sustainability and design) of the McLoughlin Area Plan, developed and approved by the community from 2008-12, and *The Five Components of the McLoughlin Area Plan*, approved by the Clackamas County Board of Commissioners in 2015. The project will also include an assessment of neighborhood livability and economic diversity in the residential areas surrounding the Park Avenue Station. The intent is for the final outcomes of the project to embody the essence of equitable development and to be applicable as a flexible template for other areas along McLoughlin, as well as other auto-dominated, suburban commercial areas in the region.

The greater Oak Grove/Jennings Lodge area has a high percentage of poverty that is linked to a lack of living-wage jobs and affordable housing. The new development and design standards will allow and encourage an increase in living-wage work opportunities and more affordable housing, and accommodate a greater variety of housing options as well as essential services, open space and access to other amenities. Private sector developers, investors, property owners and community members will work to identify impediments in the current development process, and zoning and development ordinance, suggest actual or hypothetical project sites, test the effectiveness of the proposed development and design standards, and explore implementation strategies.

The intent of the new development and design standards is to encourage and maintain housing and economic diversity along the McLoughlin transit corridor over the next 20 years, and as long as the strategies employed prove to remain effective. Redevelopment often impacts existing affordable housing, half-way houses, weekly rental motels, manufactured home parks, small businesses and other existing commercial uses. The new design and development standards are intended to be ahead of the cycle of gentrification and displacement, and help ensure that clearly identified targets based on community values can be met in spite of market pressure. This is possible through a thoughtful policy planning process, strategies to refine that policy as development occurs and market forces are observed, research, identification of best practices and use of metrics for evaluation.

Employing an inclusive and comprehensive public engagement process throughout the creation of the development and design standards is intended to increase support for the adoption and implementation of feasible, implementable ZDOs and other policy changes to maximize community objectives and attract desired development while maintaining the quality and character of surrounding residential neighborhoods.

Metro Contract 935012-Exhibit A County's Grant Request

2. Provide a high-level description of the scope of work and general timeframe to complete the project. What are the project elements, the deliverables you envision, and the outcomes you seek to achieve? (Limit your response to page 2.)

The project will be led by a consultant team, with support from County staff, community members and stakeholders. The consultant will be expected to work closely with the community to implement the community engagement plan, identify existing conditions, draft and refine development and design standards, test the standards, and produce ZDO amendments and related materials to implement the standards.

Project Element 1: *Project Management*

- Deliverable 1.1 IGA between Metro and Clackamas County
- Deliverable 1.2 Finalized scope of work, schedule and budget with consultant team
- Deliverable 1.3 Grant reporting throughout the project

Outcome: Smoothly-managed project that delivers results within the expected timeframe and budget

Project Element 2: *Community Engagement*

- Deliverable 2.1 Inclusive, comprehensive community engagement plan involving property owners, business owners, community partners, developers, investors, residents and others.
- Deliverable 2.2 Technical and public advisory groups
- Deliverable 2.3 Inclusive and comprehensive community engagement report with metrics

Outcome: Inclusive, comprehensive, ongoing community engagement, resulting in knowledgeable, empowered stakeholders, and development and design standards responsive to community needs.

Project Element 3: *Existing Conditions, Inventory and Data Compilation*

- Deliverable 3.1 Memo 1: Summary report of existing conditions and market analysis, including usable graphics, that includes existing plans, existing regulatory framework, land inventory, demographics, the natural and built environment, and other area projects.
- Deliverable 3.2 Memo 2: Neighborhood livability and economic diversity assessment that considers potential impacts of new development on surrounding neighborhoods and affordability.
- Deliverable 3.3 Meeting facilitation and summaries implementing public involvement plan

Outcome: Well-substantiated information about the commercial area and surrounding neighborhood.

Project Element 4: *Draft and Refine Development and Design Standards*

- Deliverable 4.1 Memo 3: Review of best practices in mixed-use zones, with projects, tools and strategies to maximize transit-supportive development, long-term affordability, sustainability, local economy, living-wage work, community health and collaboration
- Deliverable 4.2 Draft development and design standards
- Deliverable 4.3 Memo 4: Summary of draft standards test on actual/hypothetical sites, with illustrated model outcomes, effectiveness evaluation, developer and community buy-in
- Deliverable 4.4 Meeting facilitation and summaries implementing public involvement plan
- Deliverable 4.5 Refined development and design standards

Outcome: Development and design standards that achieve community goals; reflect best practices; developer, property owner and public input, and incorporation of lessons learned from tests on actual or hypothetical sites.

Project Element 5: *Implementation Strategies*

- Deliverable 5.1 Memo 5: Implementation framework plan, with metrics on community goals, market economics, tool box to use standards and template for other locations on McLoughlin
- Deliverable 5.2 Community engagement plan with a community-centric feedback cycle.
- Deliverable 5.3 Adoption-ready materials, including ZDO amendments that implement the development and design standards, for the Planning Commission and County Commission.

Outcome: Clear communication and understandable materials to facilitate adoption and implementation of the new design and development standards.

Metro Contract 935012-Exhibit A County's Grant Request

3. Describe the measures would you use to evaluate the project's success. (Limit your response to top half of page 3)

Measurements of success will be applied to evaluate the proposed development and design standards, community engagement plan and implementation framework plan. A primary measure of success will be the acceptance and active use of the new ZDO and related policies by the development community. Project success will also be measured by adoption by the Board of Commissioners of recommended development and design standards that align with community values and implement a mixed-use, transit supportive environment along McLoughlin Boulevard near the Park Ave Station.

In order to evaluate success, specific evaluation metrics will be identified in a comprehensive scorecard intended to allow all stakeholders to see and understand the outcomes of the project relative to the original goals. A feedback framework will be established to facilitate adaptive adjustments over time to ensure long-term success, community satisfaction and healthy economic activity.

Success of the community engagement plan will be measured by the level of participation of the community and stakeholders, and by their knowledge, understanding and support of the development and design standards. It will be important to make sure that people engaged in the project reflect current and projected area demographics, including property and business owners, and developers.

The project includes an implementation framework plan with metrics on how well the development and design standards align with community values outlined in the McLoughlin Area Plan and *The Five Components of the McLoughlin Area Plan*. The implementation framework plan will include ways to measure the success of the adopted standards, and understand how they affect neighborhood livability.

Advances and complements regional goals and policies

4. Describe how this project will help to facilitate development while advancing established regional development goals and outcomes. Consider how the project will help to implement the 2040 Growth Concept, its alignment with the Urban Growth Management Functional Plan, and how it will achieve each of the Six Desired Outcomes stated in the Regional Framework Plan. (Limit your response to bottom half of page 3 and top half of page 4.)

The focus of this project is to facilitate development that implements regional goals and outcomes, and reflects community goals and values. This area along McLoughlin Boulevard is primarily zoned C-3 (General Commercial). This zone discourages mixed-use development near transit stations and other appropriate locations. Other districts along McLoughlin include medium residential (MR-1), medium high density (MR-2) and high density residential (HDR), in which mixed-use is either prohibited or not a primary use.

By focusing on development and design standards around the light rail station, the project implements the 2040 Growth Concept of promoting a mix of uses, and walkable, livable communities in areas with good access to transit. The project will provide tools to allow for the type of development that facilitates the Regional Framework Plan. The project goals align with the outcomes as follows:

- A. *People live, work and play in vibrant communities where their everyday needs are easily accessible.*
 - 1) Enable a significant new supply of mixed-income housing to attract living-wage jobs and a mix of businesses to create a vibrant, activity-filled station community.
 - 2) Design standards to support gathering places, green buildings, parks and restored open spaces.
 - 3) Support access to light rail and buses, and trails to access amenities and services.

- B. *Current and future residents benefit from the region's sustained economic competitiveness and prosperity.*

The project is designed to create development and design standards that:

Metro Contract 935012-Exhibit A County's Grant Request

- 1) Promote development that will attract and support local businesses and living-wage jobs
 - 2) Complement regional economic trends with locally-focused businesses
 - 3) Promote high quality buildings that address housing and employment needs
 - 4) Promote active transportation and transit access to the metro region
- C. *People have safe and reliable transportation choices that enhance their quality of life.*
- 1) As a station community at the north end of a corridor, the area can leverage current transit and active transportation options (bus and light rail, the Trolley Trail) and support expansion.
 - 2) Improved local street, trail and commercial access safety supported by new design standards.
 - 3) Support safe, comfortable accommodations and prioritize multi-modal travel.
- D. *The region is a leader in minimizing contributions to global warming.*
- 1) Reduce reliance on motorized vehicles by expanding infrastructure, promoting optional modes.
 - 2) Support compact, green development with less intensive infrastructure and renewable resources.
 - 3) Support the local and regional economy to reduce transportation costs.
- E. *Current and future generations enjoy clean air, clean water and healthy ecosystems.*
- 1) Use existing watershed and habitat as focal points to increase care for the environment.
 - 2) Reduce pollutants by using ecosystem services for stormwater treatment, infiltration and reuse.
 - 3) Promote mixed-income and market-rate housing near transit and active transportation to support safe and convenient access, and reduce pollution associated with motor vehicles.
 - 4) Encourage businesses to close resource loops; use local resource flows to eliminate waste.
- F. *The benefits and burdens of growth and change are distributed equitably.*
- 1) Encourage redevelopment of underutilized commercial land to minimize displacement and other negative impacts in existing residential neighborhoods.
 - 2) Design policies to ensure retention of population diversity and address the needs of disadvantaged communities by providing living-wage jobs, affordable housing, etc.
 - 3) Higher property values will support public services and infrastructure.

Aligns with local goals/maximizes community assets

5. How will the project create opportunities to accommodate your jurisdiction's expected population and employment growth? (Limit your response to the bottom half of page 4.)

This project will use many methods to promote uses that help accommodate the population and employment growth that is expected in urban unincorporated Clackamas County, including the following:

- A. Create design and development standards to enable opportunities to repurpose the underdeveloped, underutilized commercial corridor, which has excellent transit service and great potential for increased mixed-use residential and employment use.
- B. Optimize parking requirements by leveraging existing transit infrastructure, to ensure properties can use land for employment, housing and habitat.
- C. Facilitate outreach and research to identify market expectations and opportunities, and enable partnerships with developers, investors, property owners and local businesses to optimize investments.
- D. Explore opportunities to expand housing choices and employment along the corridor while ensuring long-term affordability.
- E. Use the project's development and design standards as a template for other locations along the corridor, to provide further opportunities to accommodate population and employment growth.

Metro Contract 935012-Exhibit A County's Grant Request

6. Describe why you propose to take on this particular project at this time. How does the project relate to previous actions, goals, policies or strategies already identified or implemented by your jurisdiction or other project partners? (Limit your response to top half of page 5.)

This project is needed now to capture momentum created by past and current projects, as well as regional development dynamics. In September 2015, light rail came to Park Avenue. By now the community has experienced the enhanced regional access and impact of a light rail station, and can better appreciate the value of moving forward to guide development and growth. Data from past projects that studied area development opportunities—including the Park Avenue Station Area Plan and McLoughlin Area Plan (MAP) Phases I and II – can inform this project.

This project will build upon the success of past projects – the Metro Nature in Neighborhoods grant for the Park Avenue Station and the regionally-significant Trolley Trail. This project is also intended to help the County accomplish the five priorities in its *Performance Clackamas* strategic plan: 1) Build public trust through good government, 2) Grow a vibrant economy, 3) Build a strong infrastructure, 4) Ensure safe, healthy and secure communities and 5) Honor, utilize, promote and invest in our natural resources.

There are four active Metro-funded projects related to the McLoughlin corridor: 1) North Milwaukie Industrial Area -- a framework plan and implementation strategy to guide future redevelopment; 2) Gladstone Downtown Revitalization Plan -- a more cohesive main street that re-establishes the corridor as the city center; 3) Willamette Falls Legacy Project -- reconnect people to the Falls; and 4) the Metro Coalition McLoughlin Corridor Brownfield Project -- to assess brownfield sites to lay the foundation for remediation and redevelopment along McLoughlin Boulevard.

Finally, the McLoughlin Corridor is the gateway to Clackamas County. Now is the time to take advantage of the accessibility offered by light rail to provide jobs and housing in this area. The county has a competitive market and can offer real estate opportunities at affordable rates not available in Portland. Having development-ready lands along McLoughlin is an advantage this project can leverage.

7. How would the project leverage aspects of the existing community fabric such as key development sites or urban form? How would it complement existing assets, facilities, or amenities such as historic districts, employment centers, natural features, parks or transit? (Limit your response to bottom half of page 5.)

The project is planned to complement the commercial and residential areas with development and design standards that promote community goals, reinforce community identity and create a gateway to Oak Lodge and the greater McLoughlin area.

With significant light rail investment at Park Avenue, new development and design standards will be crafted to spur development of housing, employment, community services, retail and other uses. The adjacent Trolley Trail connection to regional active transportation infrastructure -- including along SE 17th Avenue and the Springwater Corridor – and the projected benefits of applying a tested template to nodes along the historic McLoughlin/99E corridor will further leverage many area assets.

These community assets also set a standard for abundant habitat and connected, natural open space to serve as an example for the creation and implementation of future development and design standards. They are models of success for integrating ecosystem services, educational elements and artistic identity that reflect community values.

Protecting surrounding neighborhoods from negative impacts of increased density while providing enhanced access to services, local business and other features will leverage the significant assets of the neighborhoods and retirement communities surrounding the corridor. Encouraging and enhancing habitat restoration, green infrastructure and opportunities to access nature and open space will support the natural environment.

Metro Contract 935012-Exhibit A
County's Grant Request

Team roles and capacity

8. Complete the table to clearly describe the roles and responsibilities of the applicant and each of the key project partners to accomplish the goals of the project. Also include consultant expertise needed. (Add or adjust rows as needed but please limit table to page 6.)

Jurisdiction or partner (include lead staff names)	Project role and responsibilities
Clackamas County – Karen Buehrig, Lorraine Gonzales	Grant recipient and administrator; governing body of area in question; involved with planning, outreach, grant development and writing, development consulting
McLoughlin Area Plan Implementation Team (MAP- IT) – Terry John Gibson	Coordination, outreach, grant support, grant development and writing, communications, research, evaluation
Community Organizations (not official partners, will play a key role in project development, implementation and evaluation)	
Community Organization	Role
Clackamas Community Planning Organization (CPO)	Outreach, communications, evaluation, neighborhood assessment
Jennings Lodge CPO	Outreach, communications, evaluation, neighborhood assessment
McLoughlin Area Business Alliance (MABA)	Outreach and consulting, identifying hypothetical and/or sample sites and testing draft standards; evaluation
Oak Grove Community Council (CPO)	Outreach, communications, evaluation, neighborhood assessment
Oak Lodge Legacy	Grant development and writing, outreach, research, evaluation
Urban Green	Grant development, outreach, research

Consultant team	Expertise
Facilitator/Project manager	Group facilitation, management, collaboration, leadership, evaluation
Outreach coordinator (with local representation)	Community engagement, facilitation, leadership
Research	Land use, community development, zoning, market economics, etc.
Design specialist (with local representation)	Community development, land use, commercial development, modeling, metrics
Writer of design and development standards	Land use, zoning, development, design, writing, collaboration

Metro Contract 935012-Exhibit A County's Grant Request

9. Describe the skills, experience and availability of the lead staff person who will manage all aspects of the grant project and oversee the project team's collaboration and consultant work. (Limit your response to top half of page 7.)

Clackamas County staff Karen Buehrig and Lorraine Gonzales will be the team that manages all aspects of the grant project and oversees the project management team's collaboration and consultant work.

Karen Buehrig, Clackamas County Transportation Planning Supervisor, has more than 20 years of experience in the county with both land use and transportation planning projects. She has directly managed or participated as the managing supervisor for the update to the county's Transportation System Plan, TGM-funded projects that completed pedestrian and bicycle plans for the Clackamas Regional Center and the Villages at Mt. Hood, the CET-funded Clackamas Connections and several other projects. Karen will be the managing supervisor.

Lorraine Gonzales has more than 20 years of land use and project manager experience. She was key staff on many projects, including the McLoughlin Corridor Land Use and Transportation Study, Sunnyside Road Master Plan, Green Corridors, Sunrise Corridor Project, I-205 to Rock Creek Junction, and the Fuller Road Station Area and Park Avenue Station Area projects. She is familiar with project coordination and work program development with local, regional and state agencies, and has been on many long-range planning technical advisory teams for jurisdictions and agencies in Clackamas County and Metro. Under Karen's supervision, Lorraine will be responsible for overall grant reporting and management, as well as overseeing consultant work and project team collaboration.

Likelihood of implementation

10. What governing bodies or private parties will have to act to ultimately implement the project, and what is the extent of their authority to make policy or commit investments? Describe the roles the key project partners will have to play over time in order to fully and successfully implement the project in order to realize the envisioned development benefits in your community. (Limit your response to bottom half of page 7.)

The project focus is the implementation of development and design standards in alignment with a community-supported vision for economically vibrant, inclusive, equitable and sustainable development that complements opportunities created by light rail service to Park Avenue. The vision carried forward in the standards will reflect the McLoughlin Area Plan, Phases I and II, adopted by the community to enhance and revitalize the McLoughlin Boulevard area, as well as *The Five Components of the McLoughlin Area Plan*. These documents were funded and recognized by Clackamas County.

A critical step will be adoption of the proposed standards by the Board of Commissioners. That is made more likely by the board-adopted strategic goals delineated in *Performance Clackamas*, detailed in the answer to question #6. Once adopted, the standards, designed to streamline the development process, will be implemented as individual property and business owners develop their property.

A comprehensive and inclusive community engagement process, like the one planned, will be essential to successful adoption and implementation of the standards by the county. By testing draft standards on actual and/or hypothetical sites, the impact of the standards on properties are intended to be clear and understandable. In addition, the implementation framework plan will include a tool box, handbook and/or other materials to plainly outline the application of the standards.

Another aspect of the project will be the creation of metrics to evaluate the effectiveness of meeting community goals as McLoughlin Boulevard develops. If application of the standards does not result in the expected outcomes, they can be refined to better meet the needs of the developers and the community.

Metro Contract 935012-Exhibit A County's Grant Request

11. Identify and describe the potential opportunities and threats that could affect the successful implementation of this project. (Limit your response to top half of page 8.)

Extensive community engagement is planned to involve business, development and resident perspectives. Innovative efforts to hear from and address voices that are typically underrepresented will be applied. Addressing these various perspectives is intended to help ensure that the development and design standards, and implementation strategies will address opportunities and threats.

Opportunities:

- Strong market demand for diverse and affordable housing, and offices, small makerspaces and employment land, convenient to transit, trails, open space, services, employees and amenities.
- New standards to incentivize and attract equitable, sustainable growth, housing, natural features and living-wage jobs aligned with regional goals and demands
- Convenient access to central city and the metro region
- Create development and design standards, and implementation strategies that address current constraints of the Zoning and Development Ordinance, and help streamline and facilitate development.
- Address foreseeable impacts of development on neighborhood livability.

Threats:

- Specific or more detailed development and design standards could be seen as a threat by some developers, investors and property owners
- Competing market demand by current uses including auto dealerships and storage facilities
- Potential lack of economic alignment for developers on McLoughlin despite new standards
- Limited funds for strategic public infrastructure and amenities to spur development
- Lack of public participation due to factors beyond the control of the project
- Concerns about possible negative impacts due to issues related to increased development
- Inability to consolidate existing parcels for substantial development

Public involvement

12. What community members or stakeholders will be most affected by the implementation of the project's development outcomes? (Limit your response to bottom half of page 8.)

- Employers and business startups seeking greater access, exposure, culture and employees
- Businesses and property owners may welcome new standards that support potential for growth and higher level uses that will bring increased property value and rental income potential.
- Residents displaced by rising housing prices throughout the metro region looking for an affordable place to live may find an affordable option in the project area.
- Residents surrounding corridor development may benefit from improved standards that preserve character and enhance livability while protecting them from displacement.
- People in marginalized communities may gain through increased access to the benefits of development.
- Business owners and developers along McLoughlin Boulevard and adjacent to the light rail station that would benefit from a streamlined and flexible development process.

Metro Contract 935012-Exhibit A County's Grant Request

13. Discuss how the public (including neighbors to the project, businesses, property owners and other key stakeholders) and historically marginalized communities (including low-income and minority populations) will be involved in the project. Please be specific about the practices or methods you intend to use. (Limit your response to top half of page 9.)

The community has an economically diverse population, and is a refuge of relative affordability and livability with easy access to regional assets and benefits. This community will continue to draw marginalized people from other communities as it strives to become an even more livable, diverse place that bolsters health and sustainability. The project will include the study and implementation of strategies with the best potential to maintain mixed-income diversity and affordable access, and outreach to all communities for input and response. While proven data in this area is scarce, many strategies could be implemented in various combinations to achieve this goal.

A thoughtful, inclusive, innovative community engagement process will be crafted to ensure that parties that traditionally do not engage or have the capacity or awareness to participate, are heard and involved, as they choose to be, and strive to address all age, gender, culture and economic levels. The process will include focus groups of property owners, business owners, developers and investors to provide perspective and help define the tools necessary to stimulate economic growth and development of housing options in the project area.

McLoughlin area residents have joined together to enact change in their community for many years, and have played a pivotal role in development of this 2040 Metro Community Planning Development Grant application submittal. The community worked together to create the vision; now they will work together to implement it. Working with the consultant team, the community will develop a comprehensive, inclusive community engagement process to allow the vision to become reality.

14. Describe how public input will be used to strengthen the project outcomes and increase likelihood of implementation. (Limit your response to bottom half of page 9.)

As described above, thoughtful, inclusive and innovative community engagement methods guided by professionals will be used with the intent of providing two-way communication opportunities and a community-centric feedback cycle for and with all who wish to participate. Stakeholders will also be encouraged to be involved in development of the community engagement process, including recommending how to involve all stakeholders in creating, responding to and implementing development and design standards to meet and build upon the community's vision, values and guiding principles as described in MAP 1, MAP 2 and *The Five Components of the McLoughlin Area Plan*.

While the project will seek to involve as many members of the public and stakeholders as possible, there is also an intent to focus on quality and depth of public engagement. For example, carefully-selected focus groups of stakeholders who could be impacted by the new standards will be used to contribute ideas and suggestions on creation of the development and design standards, and the implementation strategies. Focus group input will also be one source of insights on current development constraints, and will be used to help refine existing language or develop new language to promote diverse business, housing and mixed-use options along the McLoughlin Corridor.

Input from area residents will be used to help define neighborhood opportunities and constraints as a result of new development, and contribute toward addressing housing needs, neighborhood connections, and amenities they wish to have along the McLoughlin Corridor to serve their neighborhoods.

Public and technical advisory groups will be asked to review and provide input on the process and deliverables from each phase to ensure the final product embodies the project's goals, and reflects community priorities.

Metro Contract 935012-Exhibit A
County's Grant Request

Jurisdiction track record

15. Describe any similar planning and development projects (CET/CPDG or other) that have been implemented in your jurisdiction in the last 5 years and how that experience will be applied to this project. How successful have these projects been in delivering the proposed outcomes? (Limit your response to top half of page 10.)

Nature in Neighborhoods Grant – This Park Avenue project will build on work completed five years ago with funding received by the community, partnering with TriMet, from a 2010 Metro Nature in Neighborhoods grant. The grant funded a series of community meetings and design charrettes to visualize and design the Park Avenue station complex, resulting in the creation of a community forest with multiple ecosystems surrounding the station complex, in a previously degraded area with mostly hardscape and industrial buildings. The purpose of the NIN grant was to help the Park Avenue light rail, bike and auto transportation hub serve as the catalyst for the regeneration of McLoughlin Boulevard.

McLoughlin Area Plan -- Since 2008 the community has worked through and completed extensive planning efforts that produced the McLoughlin Area Plan (MAP) Phase I and II with the community's vision, values and guiding principles, and established a county-recognized committee – the McLoughlin Area Plan Implementation Team (MAP-IT)—in 2012 to help the vision, values and guiding principles become a reality. This project is a significant step forward in that effort.

16. What project management lessons learned or best practices will be applied to this project? (Limit your response to bottom half of page 10.)

- Robust commitment toward public engagement, and a commitment to honestly and transparently share and respond to that engagement, is crucial throughout the life of the project. Public outreach and use of innovative methods will represent a global voice of both those that typically engage in the public process and those that are typically unrepresented.
- Work with the public and technical groups will contribute to a more inclusive process and address up-front constraints encountered by developers, stakeholders and technical groups.
- It is essential to work closely with Metro on the front end in development of the scope of work in order to be sure to meet and exceed Metro's expectations.
- There is great value to the project of more consistent engagement from Metro with the project team throughout the life of the project.
- Identify a single point of contact for grant management and responsibility of deliverables and be clear that all requests, deliverables, etc. to Metro will go through that point of contact.

Metro Contract 935012-Exhibit A County's Grant Request

17. If implementation of any prior CET/CPDG grant projects has not been successfully completed, please describe why. If your organization has never received a CET or CPDG grant, please state “not applicable.” (Limit your response to top half of page 11.)

The county has received past CET and CPDG grants, and they have been successfully completed.

Replicable best practices

18. Consideration will be given to applications that demonstrate best practices that can be easily replicated elsewhere. Discuss how lessons learned from the project could be applied to other projects in your community or in other parts of the region. (Limit your response to bottom half of page 11.)

The public engagement processes, and creation and implementation of development and design standards will provide a flexible template that can be applied individually to previously-identified and possible new nodes along the McLoughlin Corridor. Such future phases are likely to include more in-depth neighborhood livability and economic diversity assessments to further enhance the community's understanding of what actions will be most effective to preserve and maintain a robust and high-quality stock of affordable housing options that address the full spectrum of needs across income levels, household sizes and stages of life. Those studies will also include exploration of policies to protect and enhance the livable character of existing single-family neighborhoods.

In addition, this project could serve as a model for what is indeed a regional, statewide and national problem, e.g., the challenge of post-war, auto-dominated suburban commercial strips. This project has the potential of demonstrating how communities and jurisdictions can work together to respond to this challenge.

7/5/2017

2040 Planning and Development Grants



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Metro
Planning and Development
2040 Planning and Development Grants

Clackamas County - DTD
Park Avenue Development and Design Standards

Requested Amount

\$ 180,000.00

Project ranking: Rank this application by stating "This application is ranked _ of _ application(s) submitted by this jurisdiction."

This application is ranked 2 of 2 applications submitted by Clackamas County

Metro has targeted 50% of grant funds for qualified projects within the urban growth boundary that have a primary emphasis on equitable development, either by serving historically marginalized populations or by providing equitable housing.

- This project has a primary emphasis on equitable development
- Not applicable

Provide a short summary describing the project, anticipated work to be completed and desired outcomes.

The Park Avenue Development and Design Standards Project (the project) will employ an inclusive and extensive community engagement process to create development and design standards for the Park Avenue Station area. These standards will be crafted to implement the Community Values and Guiding Principles (including those related to economic vitality, inclusiveness, sustainability and design) of the McLoughlin Area Plan, developed and approved by the community from 2008-12, and The Five Components of the McLoughlin Area Plan, approved by the Clackamas County Board of Commissioners in 2015. The project will also include an assessment of neighborhood livability and economic diversity in the residential areas surrounding the Park Avenue Station. The intent is for the final outcomes of the project to embody the essence of equitable development and to be applicable as a flexible template for other areas along McLoughlin, as well as other auto-dominated, suburban commercial areas in the region.

What is the location and/or program reach of the project? Provide a brief description.

The project will focus on the area from the Park Ave Light Rail Station on the north (the intersection of Park Ave and McLoughlin Blvd) to Courtney Ave to the south. It will include the commercial areas directly adjacent to McLoughlin in this area, as well as the surrounding neighborhoods within a 1/2 mile buffer. The Project Area map in the Uploads section displays this area. In addition, we have included a map of the entire McLoughlin Corridor that shows the area where outcomes of this grant could be replicated at specific locations in the future.

Prior CET/CPDG/Equitable Housing Grant Awards

	Project name / brief description of the project purpose (1-3 sentences)	Date Initiated/completed
1.	2013: Grant Cycle 3 – Strategically Significant Employment Lands \$221,000	Initiated In 2013 / Completed June 2014
2.	2013: Grant Cycle 3 – Performance Measures and Mixed Use Area \$160,000	Initiated 4/2014 / Completed 12/2016
3.	2015: Grant Cycle 4 - Stafford Area Preliminary Infrastructure Feasibility Assessment	IGA yet to be developed
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	Total	

Metro Contract 935012-Exhibit A
County's Grant Request

Project Budget Summary				
Personnel Costs	Financial match	In kind match	2040 Grant Funds	Total
Consultants			\$180,000	\$180,000
** It is important for the consultant team to include local representatives in their outreach and design teams.				
County Staff		\$45,000		\$45,000
Supervisor @ \$96.77 / hr (no overhead)				
Senior Planner @ \$80.19 / hr (no overhead)				
Economic Development Services \$81.30/ hr (no overhead)				
Partner Staff				
Other, add rows as needed				
Total for planning services				\$225,000
OTHER PROJECT COSTS				
** The funding for the consultant team should include funds for strategic guest speakers and educational resources to empower citizen involvement				
Direct costs, please list in narrative				
** The Consulting team may incur direct costs depending on the Public Engagement Plan. These cost should be included in the Consultant Planning Services budget				
Overhead/indirect costs				
** The in-kind match hourly rate provided by the County includes indirect costs for fringe benefits				
Total for other costs				
TOTAL PROJECT COSTS				\$225,000

Metro Contract 935012-Exhibit A County's Grant Request

Milestones and Budget Narrative							
Milestone/ Project Element	Deliverable	MILESTONE/PROJECT ELEMENT (Phase, element, deliverable, etc.)	Grant applicant personnel costs	Partner(s) personnel costs	Consultant fees	Other project costs	TOTAL
#1		#1: Project Management	\$10,000		\$10,000		\$20,000.00
	1.1	Deliverable 1.1: IGA between Clackamas County and Metro Select Consultant team Refine detailed Scope of Work (SOW) and budget with consultant team Define quarterly grant reporting schedule					
	1.2	Deliverable 1.2: Finalize scope of work (SOW), schedule, and budget Project management team meeting throughout project					
	1.3	Deliverable 1.3: Grant reporting throughout the project					
#2		#2: Community Engagement	\$5,000		\$30,000		\$35,000
	2.1	Deliverable 2.1: Inclusive, comprehensive public engagement plan involving property owners, business owners, community partners, developers, investors, residents and others.					
	2.2	Deliverable 2.2: Creation of technical, public, focus and stakeholder advisory group members Establish a meeting schedule for the Project Management Team (PMT) and meeting with PMT and community leaders, interested parties, business owners, landowners, investment parties, and technical, focus and stakeholder groups. Set-up website and online tools for public engagement Compile names for mailing lists; stakeholders (developers/property owners/investors/renters/business owners)					
	2.3	Deliverable 2.3: Production of an inclusive and comprehensive community engagement report with metrics, visual communications and graphic materials (publications,					
#3		#3: Existing Conditions, Inventory and Data Compilation	\$10,000		\$30,000		\$40,000
		Assess and analyze existing plans, land use zone and policies Complete a land inventory, including asset mapping - identifying what is missing Census data analysis - population logistics for housing and income data Market analysis - retail, housing, built and underdeveloped properties Constraints and opportunities analysis (includes infrastructure costs) Evaluate potential impacts of development to surrounding areas Milestone #3:					
	3.1	Deliverable 3.1: Memo 1 - Summary reports of existing conditions and market analysis, including usable graphics that include existing plans, existing regulatory framework, land inventory, demographics, the natural and built environment and other area projects.					
	3.2	Deliverable 3.2 : Memo 2 - Neighborhood Livability and economic diversity assessment that considers potential impacts to surrounding neighborhoods due to population growth, traffic, rising property values and redevelopment; work to minimize negative impacts and benefit livability.					
	3.3	Deliverable 3.3 : Meeting facilitation and summaries implementing public engagement plan					
#4		#4: Draft and Refine Develop and Design Standards	\$15,000		\$95,000		\$110,000
		Prepare and conduct public and technical, stakeholders, and focus advisory group meetings. Meeting summaries					
	4.1	Deliverable 4.1: Memo 3 - Review of best practices in mixed-use zones, including projects, tools and strategies that maximize long-term affordability, sustainability, productive local economy, retain living-wage work, improve community health and collaboration					
	4.2	Deliverable 4.2 : Draft development and design standards					
	4.3	Deliverable 4.3: Memo 4 - Summary of draft standards test on actual and/or hypothetical sites, with illustrated model outcomes, effectiveness evaluation, developer and community buy-in Identify and use metrics to ensure implementation of community goals Cross-reference proposed implementation strategies with adopted goals and principles of Create a framework plan to measure performance and refine zoning to respond to market economics.					
	4.4	Deliverable 4.4: Meeting facilitation and summaries implementing public engagement plan					
	4.5	Deliverable 4.5: Refined development and design standards					
#5		#5: Implementation Strategies	\$5,000		\$15,000		\$20,000
	5.1	Deliverable 5.1 : Memo 5: Implementation framework plan, including metrics to ensure implementation of community goals, response to market economics, tool box on how to use standards and a template that can be used in other locations along the McLoughlin Corridor.					
	5.2	Deliverable 5.2: Community engagement plan with a community-centric feedback cycle.					
	5.3	Deliverable 5.3: Adoption-ready materials, including ZDO amendments that implement the development and design standards, for Planning Commission and Board of County Commissioners public hearings and action.					
		TOTAL COSTS	\$45,000		\$180,000		\$225,000
		Overhead/Indirect					
		GRAND TOTAL	\$45,000		\$180,000		\$225,000

Metro Contract 935012-Exhibit A
County's Grant Request



Aerial Map



Hardscape Divider



Natural Assets

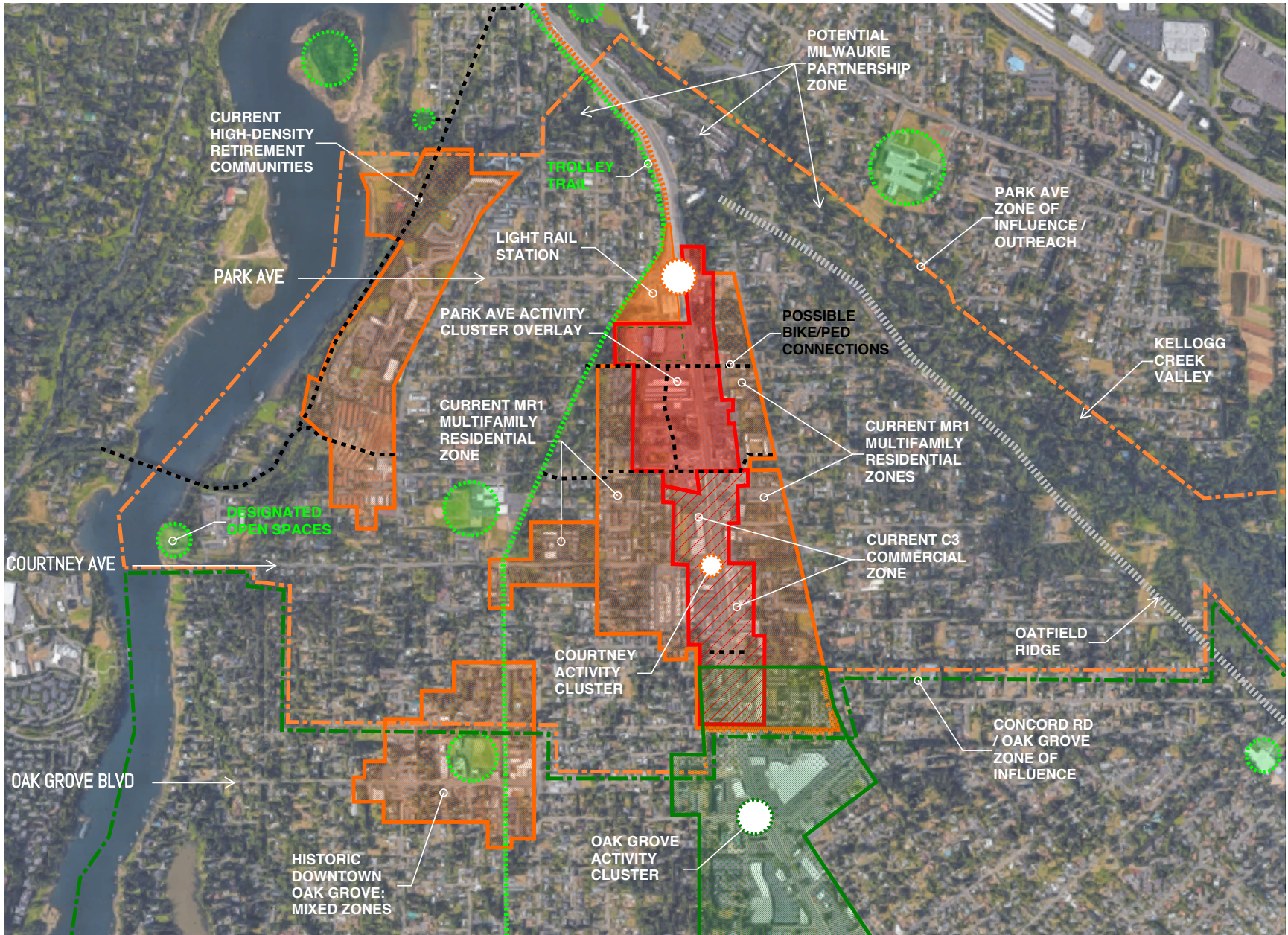


Ecosystem Connectivity



Foundation: Community Vision

Metro Contract 935012-Exhibit A
County's Grant Request



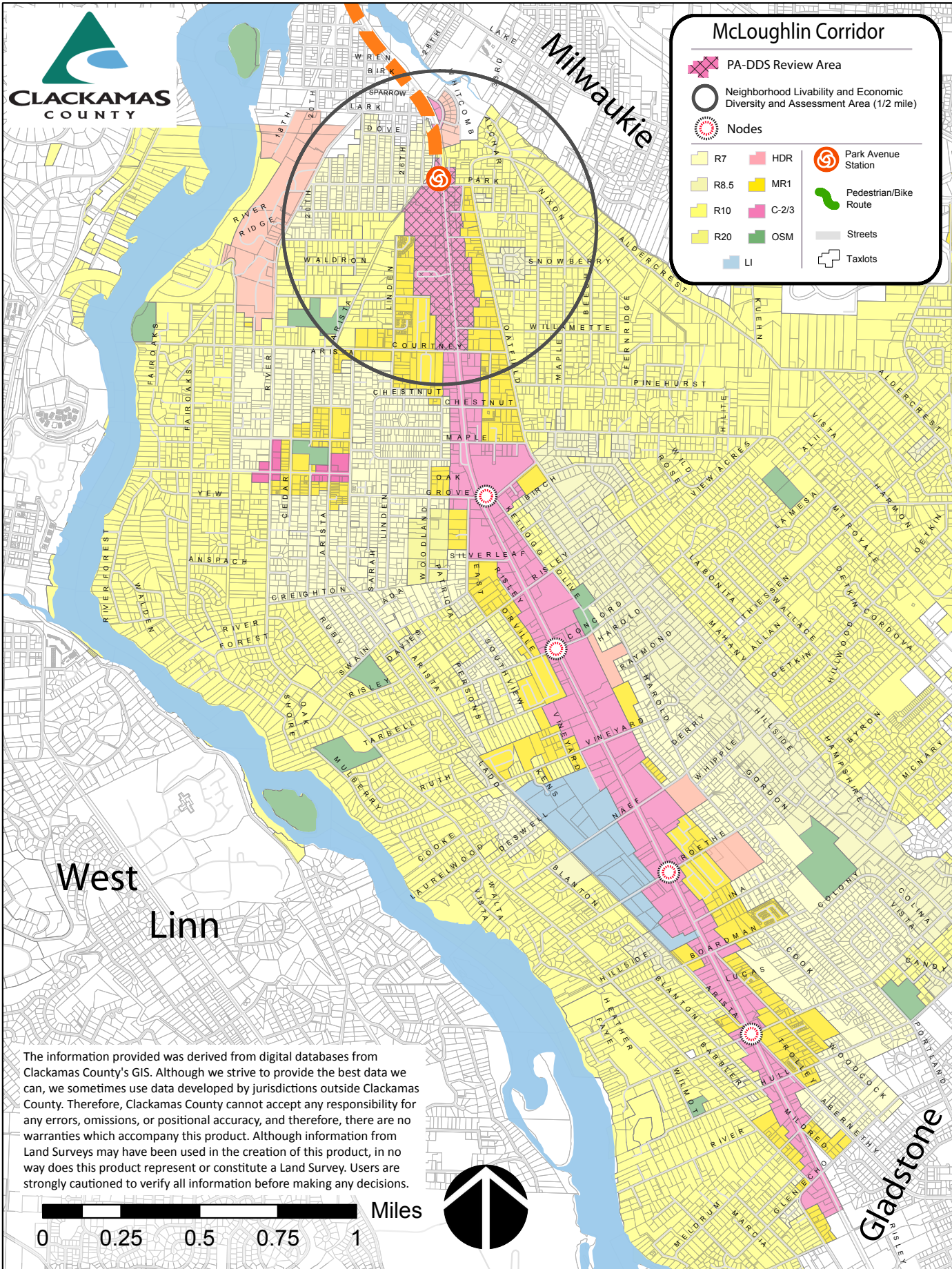
Park Avenue: Study Area Map

Metro Contract 935012-Exhibit A County's Grant Request



McLoughlin Corridor

- PA-DDS Review Area
- Neighborhood Livability and Economic Diversity and Assessment Area (1/2 mile)
- Nodes
- R7
- R8.5
- R10
- R20
- LI
- HDR
- MR1
- C-2/3
- OSM
- Park Avenue Station
- Pedestrian/Bike Route
- Streets
- Taxlots

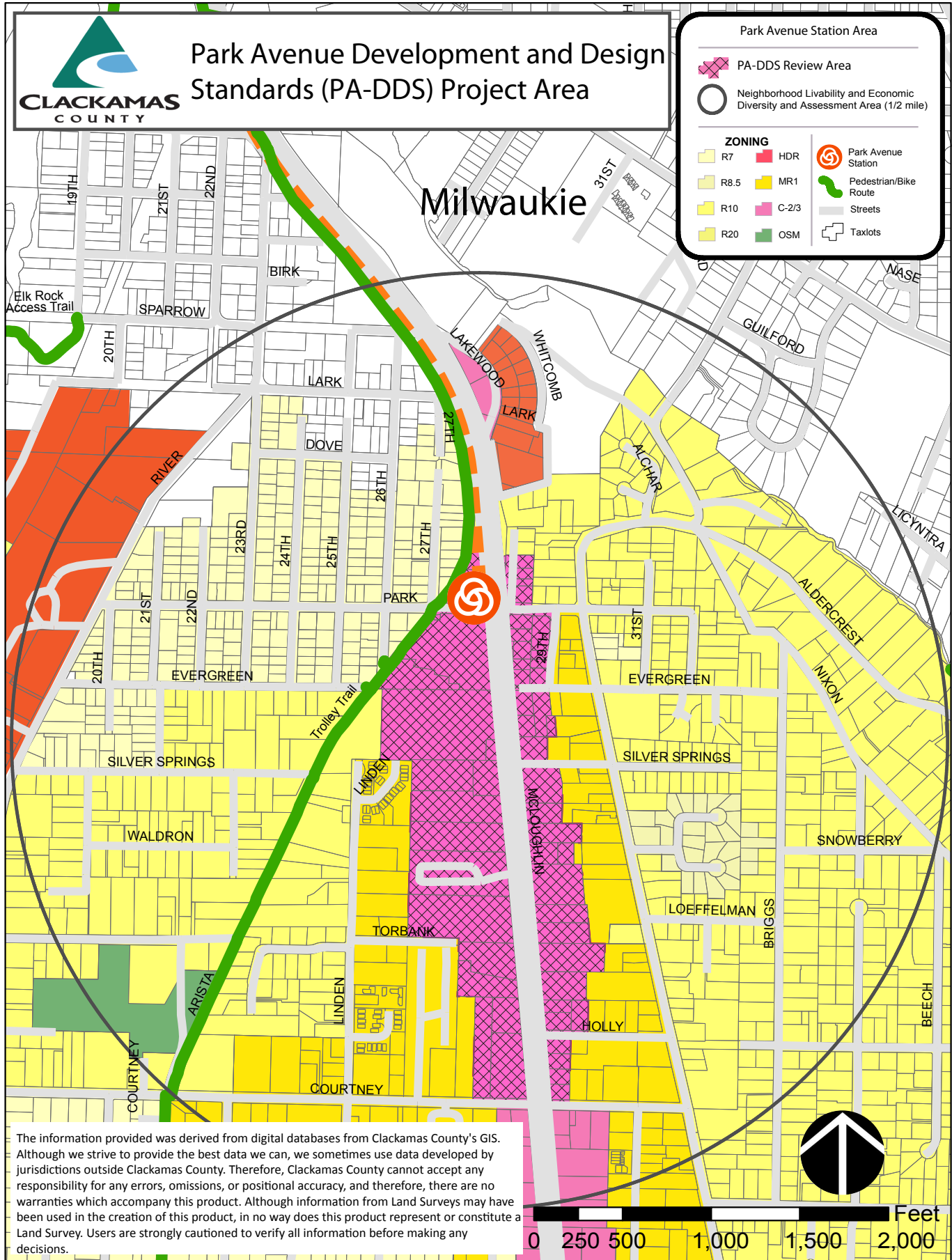


The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions.



Gladstone

Metro Contract 935012-Exhibit A
County's Grant Request



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Metro Contract 935012-Exhibit A
County's Grant Request



Economic Development Commission
Managed by Business & Economic Development

June 6, 2017

Metro CPDG Grant Selection Committee

Re: Support of Clackamas County Grant Application for the Park Avenue Development and Design Standards

Dear Selection Committee;

Please accept this letter of support of the grant application from Clackamas County for the Park Avenue Development and Design Standards. This project is an inclusive public engagement process to create development and design standards for the Park Avenue Station area. Implementing the McLoughlin Area Plan, it includes an assessment of neighborhood livability and economic vitality.

The Clackamas County Economic Development Commission (EDC) is an advisory committee to the Board of County Commissioners. The EDC began studying the McLoughlin Corridor in 2011 as requested by the Board of County Commissioners to provide feedback on prioritizing areas for redevelopment opportunities throughout the County. At that time, the EDC recommended that the Corridor be broken into "nodes" to allow study of redevelopment in catalytic areas. The EDC has continued to study this area and in early 2017 invited the MAP-IT representatives to present an update of activities which included their desire to apply for the Metro grant.

As the overall outcomes of this project would include community and business-supported development and design standards to implement goals, this project is in line with the recommendations from the EDC study.

The EDC supports this effort and asks for your approval of this grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Lund".

Peter Lund, Chair of the Clackamas County Economic Development Commission and on behalf of the EDC Executive Committee

:

Metro Contract 935012-Exhibit A
County's Grant Request



June 21, 2017

To Whom It May Concern,

The McLoughlin Area Business Alliance (MABA) CONVEYS ITS SUPPORT for funding the Park Avenue Development and Design Standards project (\$250,000).

As property owners and business operators on and/or near the McLoughlin Boulevard corridor, we (MABA) are committed to driving economic growth while simultaneously insuring public safety, both vehicular and pedestrian.

The Park Avenue Development and Design Standards project focuses on an inclusive public engagement process. Information sharing, constructive feedback and community support are all critical aspects in the success of this initial McLoughlin Boulevard "HUB" at Park Avenue. The Park Avenue Development and Design Standards outcomes may serve as a template for other locations along the corridor therefore engaging all existing and potential stakeholders is both imperative and prudent.

Funding the Park Avenue Development and Design Standards project will allow an opportunity for input from property owners, business operators, developers, investors and of course residents as well.

Please consider the McLoughlin Area Business Alliance's SUPPORT as you decide the future of the McLoughlin area corridor.

In Health,

MABA Management Team

Jennifer Harding, Co-chair MABA / Owner East Side Athletic Clubs

Punky Scott, Co-chair MABA / Owner The Bomber Restaurant

Sandra McLeod, Vice chair MABA / Owner Trident Realty

Metro Contract 935012-Exhibit A
County's Grant Request



June 24, 2017

Dear Metro,

The Oak Grove Community Council is in full support of the **Park Ave Development and Design Standards Project** and honored to be part of the submittal to Metro for a Community Planning and Development Grant requested by Clackamas County and MAP-IT (McLoughlin Area Plan Implementation Team).

The awarding of this grant will further one of the main efforts of the Oak Grove and Jennings Lodge communities – to revitalize the economics and livability of the McLoughlin Corridor by increasing sorely needed local living-wage work and housing opportunities. The **Park Avenue Development and Design Standards Project** is key to repurposing the neglected, underdeveloped, underutilized commercial corridor that runs through the center of our community.

Focusing on the first community identified node at Park Ave, the development and design standards created through this project will serve as a template for other 'activity clusters' along the McLoughlin Corridor to accommodate population and employment growth, both profoundly needed in Clackamas County.

In an unprecedented collaboration, members of our community have written this grant with County staff to ensure its alignment with the Community Vision, Values, and Guiding Principles of the McLoughlin Area Plan. This successful, previous community engagement effort will be the foundation for the deeper, more focused process called for in this grant.

In summary, the Oak Grove Community Council is in full support of the grant application for the **Park Avenue Development and Design Standards Project**, which will help the Oak Grove and Jennings Lodge community become the next best place to live, work and thrive.

Sincerely,

A handwritten signature in black ink, appearing to read "Baldwin van der Bijl", is written over a light gray rectangular background.

Baldwin van der Bijl
Chair
Oak Grove Community Council

Metro Contract 935012-Exhibit A
County's Grant Request



June 26, 2017

Metro CPDG Grant Selection Committee

Re: Support of Clackamas County Grant Application for the Park Avenue Development and Design Standards

Dear Selection Committee:

As Agency Architect for TriMet I've had the wonderful experience working with the good folks of *Urban Green* on the recently complete Orange Line transit project. As part of our scope for the Project, we conducted a development opportunities study for the area immediately south of the Park Avenue Station Park & Ride structure. Our interest in this area was to ensure our structure would complement future planning for redevelopment. It was evident to TriMet that there's strong interest and support for re-imagining what kind of development might occur that would leverage the substantial investment in multi-modal transportation.

The Park Avenue Development and Design Standards project would be a terrific way to engage all stakeholders in the McLoughlin Area Plan. By pursuing an inclusive public engagement process to find ways the Community Values and Guiding Principles of the Area Plan could become activated, it would help build civic capacity within the community. Outcomes of this process would be improved economic vitality, inclusiveness, sustainability and design.

It would be an essential principle of the planning process to engage with local businesses and neighbors to build community, improve accessibility, and sustainable resiliency. It would be a great way to see how existing assets and resources could be repurposed. It's apparent to many that there are significant underdeveloped, and underutilized facilities and assets along this historic commercial corridor.

It my great pleasure to support this application for grant funds to further the efforts to create the Park Avenue Development and Design Standards project.

Sincere regards,

A handwritten signature in black ink that reads "Prof. Hastings".

Robert Hastings FAIA

Agency Architect

TriMet

1800 SW First Avenue, Suite 300

Portland, OR 97201

Metro Contract 935012-Exhibit A
County's Grant Request

June 28, 2017

To: Metro Grant Screening Committee
Re: Park Avenue Development and Design Standards Project
Applicant: Clackamas County and McLoughlin Area Plan Implementation Team
Funds requested: \$180,000

Dear Screening Committee Members:

Thank you for this opportunity to confirm the unanimous support from the McLoughlin Area Plan Implementation Team (MAP-IT) for the Park Avenue Station Area Development and Design Standards grant application, submitted in partnership with Clackamas County.

The awarded grant funds will be used to hire consultants to manage the project, which is intended to facilitate inclusive public and stakeholder engagement to draft development and design standards for the Park Avenue Station Area that implement the Community Values and Guiding Principles of the McLoughlin Area Plan, including those related to economic vitality, inclusiveness, sustainability and design.

The project also includes an assessment of Neighborhood Livability and Economic Diversity in the neighborhoods surrounding the Park Avenue Station.

One of the goals of the community engagement process and resulting design and development standards is to provide a template that can be used for other nodes along the McLoughlin Corridor. The long-term intent is to repurpose the underdeveloped and underutilized commercial corridor and further provide opportunities to accommodate population and employment growth.

The project management team members are MAP-IT community and business volunteers that worked together very closely with County staff on the application. The application of the project resources for implementation of this public process would be an important first step to meaningful redevelopment of Highway 99E from Milwaukie to the Willamette Falls Legacy Project.

Sincerely,

Terry John Gibson

Terry John Gibson
Chair, MAP-IT

Park Avenue Station Area Development & Design Standards Project

Phase I: Park Avenue Station Community Assessment SCOPE OF WORK FOR DIRECT APPOINTMENT

Draft: August 1, 2018

Introduction

Clackamas County, Oregon, working with the McLoughlin Boulevard area residential and business community, is looking for consultants to create development and design standards for commercial zones within ½ mile of the Park Avenue/McLoughlin Boulevard intersection in unincorporated Clackamas County that will support the community's long-term vision for the Park Avenue Station area.

The project's area of focus is the unincorporated area of Clackamas County within one-half mile of the Park Avenue light-rail station at the intersection of Park Avenue and McLoughlin Boulevard (Appendix A, maps) in the northwest corner of Clackamas County, adjacent to Milwaukie, nine miles south of downtown Portland. However, one of the intended outcomes of the project is to provide guidance and/or a template for processes to use in updating design and development standards all along the McLoughlin Boulevard corridor in unincorporated Clackamas County.

The long-term goal is to create a vibrant, connected, sustainable and accessible community that meets diverse needs and provides long-term livability and prosperity for landowners, businesses, renters and visitors.

The new mixed use and commercial development and design standards are expected to have broad community support and be adopted into the county code by the Board of County Commissioners. In conjunction with creation of the code, a neighborhood analysis will be conducted to determine potential impacts incurred by development in the project area.

The project will begin with Phase I -- community assessment, and development of an extensive and inclusive public engagement process -- that will support the Phase II implementation of public engagement that supports the creation of multi-faceted development and design standards that reflect community values and interests. The project will seek to identify and encourage the participation of all voices of the community, from highly engaged residents to marginalized community members, and from business and landowners to the development community.

The Phase I consultant team is expected to conduct a thorough community assessment and to bring forth both innovative and proven public engagement tools that can be used in Phase II to gather and incorporate meaningful input from the broadest range of community representation. Ultimate success for both phases of the project will be measured by the extent and quality of community and stakeholder participation, and by community and stakeholder understanding and support of the proposed development and design standards. Building trust with the community will be a key factor in achieving the desired outcome.

Metro Contract 935012 - Exhibit B Scope of Work

This project is being funded through Metro's 2040 Planning and Development Grant program. 2040 grants are awarded to cities and counties in the Portland region to help remove barriers to private investment in development, promote planning activity that makes land ready for development, and help to implement the Portland region's long term plan for livability, outlined in the 2040 Growth Concept.

Background

History: The communities of Milwaukie, Oak Grove and Jennings Lodge were first connected by the Portland Traction Streetcar that began running between Portland and Oregon City in 1893. Homes and neighborhoods were built facing the line, which was at the heart of the neighborhood. State Highway 99E, which was completed in 1937, now cuts through the area from north to south as McLoughlin Boulevard. McLoughlin Boulevard makes up a substantial portion of Highway 99E, which was the main north-south highway on the U.S. West Coast from Mexico to Canada until the completion of I-5 in 1964.

After cars became routine for commuting, the streetcar stopped carrying passengers in 1958, and carried freight until 1968. Auto-oriented commercial and retail uses have dominated the landscape and continue to be prevalent. The Trolley Trail, a pedestrian and cycling trail built along the old streetcar corridor, opened in 2012. This multi-use path connects Milwaukie to Gladstone, and has direct access to the Park Ave Light Rail station. In 2015, the Light Rail Station was opened -- the southern-most station of the MAX Orange Line that provides direct access to and from downtown Portland.

Today the Trolley Trail is a focal point of the community for those who live nearby and use it to commute to the light rail line or between neighborhoods on foot or by bicycle. These new community assets, including the Trolley Trail and light-rail station, set a standard for abundant habitat and connected, natural open space. They are models of success for integrating ecosystem services, educational elements and artistic identity that reflect community values.

Past Community Planning Projects: Various community groups, jurisdictions and individuals have engaged in planning and policy efforts related to the McLoughlin area for more than 30 years. A list of relevant studies and reports is available in Appendix B.

A community-led planning effort -- the **McLoughlin Area Plan (MAP)** -- began in 2008 to look at the future of the McLoughlin area, and was endorsed and funded by Clackamas County. The overall goal was to enhance and revitalize the businesses, neighborhoods and communities in unincorporated Clackamas County between the cities of Milwaukie and Gladstone, and between the Willamette River and Interstate 205. **MAP** included six miles of unincorporated Clackamas County land east and west of the McLoughlin Boulevard corridor between the Park Avenue station and the city of Gladstone. The MAP process resulted in adopted community vision and values, and a community advisory group known as MAP-IT (the McLoughlin Area Plan Implementation Team), which is still active today and is the co-sponsor of this project. The community remains highly engaged and concerned with all planning efforts in their community.

The MAP adopted a vision framework and core values in 2010, with extensive input from the community, and later identified specific policies, projects and programs to implement that vision. It is imperative that all of MAP is addressed concurrently to provide a solid yet malleable framework for future evolution of core development, design and planning standards.

Metro Contract 935012 - Exhibit B Scope of Work

The intent of this project is not to create a new community vision, but to inform, educate and build on the vision created by MAP and shared with the community in 2010.

The community's renewed energy and vigor are focused to ensure this project will provide democratic tools to ensure cooperative planning is employed in the creation of development and design standards that will bring their vision and values to reality.

In 2010-11, the county developed the **Park Avenue Neighborhood and Station Area Planning Project**, sponsored by a \$250,000 grant from the Oregon Transportation & Growth Management Program. The intent of this project was to enhance the area for transit-oriented development to capitalize on opportunities available to the community with the new Park Avenue light rail station. The project looked at transit-oriented development in the station area and developed an overall concept for transitioning the McLoughlin Boulevard commercial corridor and the area within ½ mile of the Park Avenue Station to a more pedestrian-friendly and connected commercial district. However, the project lacked a robust public involvement component and the plan was ultimately not adopted by the Board of County Commissioners in 2012 largely due to significant opposition voiced by some community members.

Phase I Overview

The primary objective of the community assessment is to conduct thorough outreach to better understand the demographics and cultural/economic diversity of the area, identify existing community-based organizations and stakeholder groups, assess overall community awareness, opinions and support of the MAP vision, and assess broader aspects of future development trends and neighborhood change. In addition, the community assessment and proposed public engagement process will provide a broad foundation for community-building along with the inclusive and extensive public engagement process to be used during Phase II -- the technical phase -- of the Park Avenue Development and Design Standards project.

The proposed goals and activities of the community assessment include:

- Identify the diverse range of community members - study area residents and property owners, businesses, development interests, and nearby neighbors - who should be engaged in shaping the future of the area.
- Assess the current level of understanding of the MAP vision, as it relates to the corridor study area, and the amount of support for that vision.
- Build certainty that all community members will have access to the public process and equal opportunity to effectively share their views with decision-makers and elected officials during the project.
- Identify potential partnerships and programs that could support neighborhood stability and provide opportunity and security for residents despite growth and change.
- Develop an engagement strategy to support the Phase II technical work developing revised commercial development and design codes in the area such that community members will be informed by a full understanding of potential impacts of the revised codes to likely development and business activity, neighborhood livability, economic diversity, community health, natural environment, etc.
- Share the information learned through the Community Assessment with elected officials and provide them with an opportunity to guide the next steps for the project,

Metro Contract 935012 - Exhibit B
Scope of Work

including a process that will lead to the new design and development standards to be supported by the Planning Commission and adopted by the Board of Commissioners.

The **major deliverables for Phase I** include:

- A summary of findings from Phase I
- A public engagement strategy (including composition of any proposed project committees) for Phase II
- Proposed revisions to scope of work for Request for Proposal (RFP) for Phase II.

At the conclusion of Phase I, the project team will make a presentation to the Board of County Commissioners to share and seek acceptance of Phase I findings and deliverables, and to obtain direction for and approval to proceed with Phase II.

Task 1: Project Management

The consultant team will work with a team of community members and County and Metro staff. County and Metro public involvement and planning staff will be involved to offer technical assistance to the project team and ensure that project work is aligned with Metro grant funding and objectives. The consultant team will designate a Consultant Project Manager to work with the project team to ensure successful completion of all portions of Phase I. At the outset, the Consultant Project Manager will work with the project team to establish a mutually agreeable schedule for project management check-ins and community meetings. This will help to ensure a smoothly-managed project that delivers clear and expected results within budget and timeframe, and that meets requirements for Metro grant funding.

The consultant team will produce and implement the following project management tools:

Deliverable 1.1 – Finalized **project milestones and meeting schedule** including dates and objectives for all established project check-ins, milestones and meetings.

Deliverable 1.2 – **Participation and facilitation of** calls/meetings with project team, partners and community.

Deliverable 1.3 – **Written summaries of calls/meetings** including outcomes and action items.

Task 2: Research and document community demographics and organization

The outcome of Task 2 is to identify the diverse range of community members who will be most impacted by changes to the development code and new mixed use and commercial development in the corridor study area and should be engaged in shaping the future of their community, including an assessment of community organizations and interest groups and patterns of participation. The expected activities involved in this task include:

- Research and document demographics and property interests of the study area and nearby neighborhoods (including traditionally under-represented groups) to facilitate understanding the diversity of the area and who will be directly or indirectly affected by new development and code changes in the corridor study area. At a minimum,

Metro Contract 935012 - Exhibit B
Scope of Work

demographics should include population, age, employment status, home/land ownership, race/ethnicity, income level and education.

- Identify community-based organizations and interest groups working within the study area to understand the variety of community members doing business, living and working in the area and how they are organized.
- Document the array of stakeholder and interest groups, their sphere of influence, and their level of involvement relevant to community planning and development issues.
- Identify areas of need and opportunities for capacity-building in order to move forward with a stakeholder-based process to craft design and development standards.

Deliverable 2.1: Draft Memo 1: Community Demographics and Organization Summary

Deliverable 2.2: Final Memo 1: Community Demographics and Organization Summary

Task 3. Research and summarize existing policies, plans and development conditions

The outcome of Task 3 is to identify, analyze and summarize existing policies and development conditions in and around the project area, including a review of neighborhood livability. The expected activities for Task 3 include:

- Research and compile information on current and projected socio-economic and environmental conditions of the project area.
- Prepare a summary of existing policies, plans, economic conditions and market analyses that includes:
 - Existing plans, and assessment of recent history of policy discussions affecting the study area, noting especially any policy changes or assessments completed since the MAP report was drafted in 2012 and how they can provide a foundation for moving forward.
 - Current regulatory framework and language in that framework that hinders development that would achieve community goals as stated in the MAP
 - High level assessment of current land inventory for the study area, with land uses, ownership patterns, general infrastructure condition, transactional history, development trends, and/or other indications of the growth patterns in the corridor study area.
 - Analysis of the current real estate market, including considerations of land assessment noted above, nearby workforce, county economic development policies, and nearby / competitive submarkets
 - Projected potential impact new development over the next decade could have on the study area's businesses and residents, and also the potential impacts to surrounding neighborhoods, residents, and businesses.

Metro Contract 935012 - Exhibit B
Scope of Work

- Perform an initial review of neighborhood livability and economic diversity including consideration of potential economic, environmental and other impacts, such as gentrification, that has occurred in the project area and surrounding neighborhoods, and the potential impact of changes to the development and design standards in the commercial areas. Summarize findings and key considerations.

Deliverable 3.1: Draft Memo 2: Summary of Existing Policies and Development Conditions; including review of neighborhood livability.

Deliverable 3.2: Final Memo 2: Summary of Existing Policies and Development Conditions; including review of neighborhood livability.

TASK 4. Assess understandings of and opinions about the MAP vision and related implementation steps

The outcome of Task 4 is to identify the level of community knowledge of the McLoughlin Area Plan (MAP) vision in relation to the study area, the level of support for the vision and actions/policies necessary to implement it. The expected activities for Task 4 include:

- Compile a summary of policies, resources and/or programs needed to support the implementation of the community vision along the study area.
- Determine the most effective methods to specifically engage community members who will be most directly affected by the new development and design standards, including business owners and property owners, and people who are most commonly left out of policy-making processes - people with lower-incomes, cultural or language minorities, and others as identified through this assessment.
- Survey opinions about the study area (via questionnaire, interviews, focus groups and the like) to clarify prevalent opinion and issues of concern for the following sectors of community members:
 - Residents
 - Businesses and employees
 - Property owners
- Key information to elicit from survey respondents:
 - Level of familiarity and/or involvement in creating the McLoughlin Area Plan (MAP) as it relates to the study area
 - Extent to which they are familiar with, understand and/or support MAP's stated community vision and values for the study area
 - Identify how they perceive the benefits and impacts of changing the development and design standards to create a more walkable, transit-oriented environment along McLoughlin Boulevard and changes they could envision along the corridor.
 - Assess concerns about future neighborhood changes or the potential result of adjustments to local policies and future economic growth and development in the area, and their ideas for mitigating any perceived negative impacts

Metro Contract 935012 - Exhibit B
Scope of Work

- Assess the present level of support for moving forward with implementation of the MAP vision.

Deliverable 4.1: Draft Memo 3: Summary Findings of Stakeholder Opinions

Deliverable 4.2: Final Memo 3: Summary Findings of Stakeholder Opinions

Task 5: Assess community partners and develop Phase II engagement strategy

The outcome of Task 5 is to identify opportunities for community engagement and partnerships necessary to create and successfully implement development policies in the corridor study area. The overarching goal is to work with the community to create an inclusive, comprehensive public engagement process that will result in knowledgeable, empowered community members and stakeholders. The long-term success of this effort will be measured by the quantity and quality of community and stakeholder participation in both Phase I and Phase II of the project, and by the understanding and support of the proposed development and design standards. As community partners are assessed and the Phase II engagement strategy is developed, building relationships and trust with the community will be key in achieving the desired outcome.

The expected activities for this task include:

- Interview stakeholders and interested parties, including elected officials, on the information learned in Tasks 1 and 2 and the actions needed to engage a diverse representation of study area stakeholders to create development policies that will address community disparities, actively seek to retain current residents and locally-owned businesses, and support the MAP vision.
- Identify effective methods to specifically engage community members who will be most directly affected by the new development and design standards, including business owners and property owners, and people who are most commonly left out of policy-making processes, including families with lower-incomes, cultural or language minorities, and other stakeholders as identified in Task 1.
- Identify strategic partnerships that could facilitate equitable economic opportunity, housing development, etc. in the study area.
- Outline a public decision-making process with a recommended committee structure that aligns with the County's community involvement principles and best practices, and that builds up to successful adoption of the development and design standards for commercial areas on McLoughlin Boulevard in the study area.

The consultant team will produce a public engagement plan for inclusive, comprehensive and equitable public outreach and engagement that provides opportunities for those who could be directly affected by the new development and design standards to participate in the process of creating policy and advocating for their interests. The process should also seek to involve, inform, educate and interact with those who will be indirectly impacted by the changes and/or who have an interest in the future of the Park Ave and/or McLoughlin Boulevard area.

Metro Contract 935012 - Exhibit B Scope of Work

The process should focus on increasing the influence that previously marginalized members can have on these public policy decisions and also seek to touch the broad interests in the greater community.

The engagement strategy should also include explicit recommendations regarding the composition of any advisory or technical committees (if recommended) and the process by which individuals should be selected or appointed to serve on such committees.

Deliverable 5.1 – Creation of a public engagement plan, including plans for and/or documentation of:

- Use of engaged community members to assist with outreach events and strategies to draw in a wider public;
- Various interactive techniques to engage the community, including reporting back to participants so that the community can see how their comments have been reflected in the development and design standards;
- Efforts to involve people from under-represented populations (including people with disabilities, racial and ethnic minorities, low-income people, and people of all ages), and
- How the plan will work to ensure that participants believe their views and ideas have been heard, even if not adopted.

Deliverable 5.2: Draft Memo 4: Proposed Public Engagement Strategy to develop and adopt new development and design standards for the study area that support community values and the MAP vision (Phase II)

Deliverable 5.3: Final Memo 4: Proposed Public Engagement Strategy to develop and adopt new development and design standards for the corridor study area that support community values and the MAP vision (Phase II)

TASK 6: Proposed revisions to Scope of Work for Phase II

The outcome of Task 6 is a set of proposed revisions to the Phase II Scope of Work for the Park Avenue Development and Design Standards project that will implement findings from Community Assessments completed in Task 4, continue the public involvement process and create new development and design standards. Integrating all findings and information gathered and set forth through Tasks 5, the consultant will refine and flesh out the Phase II scope and approach integrating the technical work, the proposed engagement strategy (Task 5), and the required governance and process steps required for adoption of code revisions.

The proposed revisions to the scope will clearly outline the appropriate roles and responsibilities for deliberation and decision-making for code adoption, including the role, composition and authority of any advisory committees (or other groups/committees that should be used during the project), project staff, consultant team members, the Planning Commission, Board of Commissioners and any other parties that need to have a role in developing, vetting and approving urban policy for the county.

Metro Contract 935012 - Exhibit B
Scope of Work

Deliverable 6.1: Draft Memo 5: Proposed revisions to Phase II Scope of Work

Deliverable 6.2: Final Memo 5: Revised Phase II Scope of Work

**TASK 7: Seek direction from elected officials on next steps for Park Ave
Development and Design Standards Project**

The outcome of Task 7 is to share the full findings of the Phase I Community Assessment work with the Board of County Commissioners to report to the board regarding the level of community understanding of the MAP vision and the level of community interest in moving forward with code revisions that will support the types of development that the community values. In addition, the board will be presented with the proposed recommended revisions to the Phase II Scope of Work and the proposed public engagement process for Phase II, in order to obtain direction and approval to proceed with the next steps.

Deliverable 7.1: Report 1, compiling all final memos and deliverables under one cover with a brief introduction and/or executive summary.

Deliverable 7.2: Materials and presentation to Board of County Commissioners with report of Phase I findings and request for direction to continue with Phase II.

Park Avenue Station Area Development & Design Standards Project

Phase II: Community Engagement & Technical Work

REQUEST FOR PROPOSAL

UPDATED DRAFT: August 1, 2018

SECTIONS 3.1 – 3.5

DRAFT

3.1 INTRODUCTION

Clackamas County, Oregon, working with the area residential and business community, is looking for an innovative and diverse team of public engagement, real estate and land use specialists to create development and design standards for commercial zones within ½ mile of the Park Avenue/McLoughlin Boulevard intersection in unincorporated Clackamas County that will support the community's long-term vision for the Park Avenue Station area.

The project's area of focus includes the area of unincorporated Clackamas County within one-half mile of the Park Avenue light-rail station (Appendix A, maps). The new mixed-use and commercial development and design standards are expected to have broad community support and be adopted into the county code by the Board of County Commissioners. In conjunction with creation of the code, the team will also be expected to conduct a neighborhood analysis that determines potential impacts incurred by development in the project area.

The team will be expected to conduct an extensive and inclusive public engagement process to support the creation of multi-faceted development and design standards that reflect community values and interests, as described in Sections 3.4 Project Approach and 3.5 Scope of Work. To accomplish this goal all voices of the community will be sought, from the highly engaged residents to marginalized community members, and from the business and landowners to the development community. The selected consultant team is expected to bring forth both innovative and proven public engagement tools to gather and incorporate meaningful input from the broadest range of community representation.

Ultimate success for both phases of the project will be measured by the extent and quality of community and stakeholder participation, and by community and stakeholder understanding and support of the proposed development and design standards. Building trust with the community will be a key factor in achieving the desired outcome.

This project is being funded through Metro's 2040 Planning and Development Grant program. 2040 grants are awarded to cities and counties in the Portland region to help remove barriers to private investment in development, promote planning activity that makes land ready for development, and help to implement the Portland region's long term plan for livability, outlined in the 2040 Growth Concept.

Please direct all technical/specifications or procurement process questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 PURPOSE STATEMENT

We are looking for a consultant team to work with us as:

1. A community planner, being part of a unique opportunity both in terms of outcomes and the process for arriving at those outcomes;
2. A community engagement leader who, with the use of the McLoughlin Area Plan (MAP) documents that define community values and goals, will follow the public engagement guidelines developed in Phase I of the project, and meet with residents, businesses, land owners, developers, and other interested parties to create commercial/mixed-use development standards that further define and support those values and goals;
3. An innovative team that will employ skills and techniques to help the community fully realize the area's future development potential, and
4. Technical experts who can develop unique development and design standards that support community goals and needs, and are economically feasible for the desired development types.

By engaging in an innovative and inclusive public process guided by the recommendations from Phase I and the principles in the MAP mission statement below, the community intends to support equitable prosperity and sustainable abundance for residents, businesses and visitors as a means to ensure a livable community for future generations.

In the future, our community fabric of thriving neighborhoods, shops, restaurants and services is green and sustainable; healthy and safe; woven together by walkable tree-lined streets, trails, natural area and open spaces; and strengthened by our diversified local economy, great educational opportunities and engaged citizens.

- Mission statement of the McLoughlin Area Plan, 2010

The purpose of the new development and design standards is to encourage and maintain employment, housing and economic diversity along the McLoughlin transit corridor at the Park Avenue station over the next 20 years, or for as long as the strategies employed prove to remain effective. Redevelopment often impacts existing affordable housing, half-way houses, weekly rental motels, manufactured home parks, small businesses and other existing commercial uses. With new design and development standards, we hope to be ahead of the cycle of gentrification and displacement, and ensure that clearly identified targets developed are based on community values.

Ultimately, the project aspires to create design standards to enable commercial development that promotes community goals; reinforces community identity; and generates a competitive market for new and diverse employment, multi-family housing and mixed-use opportunities. The final outcomes, including the partnership formed by strong community and business participation, should be a model that could be applicable in the future for other areas along McLoughlin Blvd.

3.3 BACKGROUND

Location: The project will focus on development and design standards for commercial and multi-family lands in unincorporated Clackamas County next to McLoughlin Boulevard within one-half mile of the Park Avenue Light Rail Station at the corner of Park Avenue and McLoughlin Boulevard. The project will also consider nearby unincorporated communities that may

Metro Contract 935012 - Exhibit B Scope of Work

influence or be impacted by new development in the study area. This area is in the northwest corner of unincorporated Clackamas County, adjacent to the city of Milwaukie, nine miles south of downtown Portland.

Transportation infrastructure that is accessible to the project area includes State Highway 99E that directly serves area, State Highway 224 located just over a mile north of the project area, Interstate 205 located approximately 5 miles east of the project area via Highway 224, and Interstate 5 approximately 14 miles away via Highway 224 and Interstate 205. Light rail was added in 2015, supported by local, state and federal funds, to better connect the greater Oak Grove and McLoughlin area to the nearby cities of Milwaukie and Portland, Oregon.

History: The communities of Milwaukie, Oak Grove and Jennings Lodge were first connected by the Portland Traction Streetcar that began running between Portland and Oregon City in 1893. Homes and neighborhoods were built facing the line, which was at the heart of the neighborhood. State Highway 99E, which was completed in 1937, now cuts through the area from north to south as McLoughlin Boulevard. Highway 99E was the main north-south highway on the U.S. West Coast running from Mexico to Canada until the completion of Interstate 5 in 1964 – and McLoughlin Boulevard makes up a substantial portion of that highway in Clackamas County.

After cars became the dominant means of commuting, the streetcar stopped carrying passengers in 1958, although it carried freight until 1968. Auto-oriented commercial and retail uses have dominated the landscape along Highway 99E, and continue to be prevalent. The Trolley Trail, a modern pedestrian and cycling trail built along the old streetcar corridor, was opened in 2012. This multi-use path connects Milwaukie to Gladstone, and has direct access to the Park Ave Light Rail station. In 2015, the Park Ave Light Rail Station was opened. This is the southern-most station of the MAX Orange Line that provides direct access to and from downtown Portland.

Today the Trolley Trail is a focal point of the project area community for those who live nearby and use it to commute to the MAX light rail line or between the neighborhoods on foot or by bicycle. These new community assets, including the Trolley Trail and light-rail station, have set a standard for abundant habitat and connected, natural open space. They are models of success for integrating ecosystem services, educational elements and artistic identity that reflect community values.

Past Community Planning Projects: Various community groups, jurisdictions and individuals have engaged in planning and policy efforts related to the McLoughlin area for more than 30 years. A list of relevant studies and reports is available in Appendix B.

A community-led planning effort -- the **McLoughlin Area Plan (MAP)** -- began in 2008 to look at the future of the McLoughlin area, and was endorsed and funded by Clackamas County. The overall goal was to enhance and revitalize the businesses, neighborhoods and communities in unincorporated Clackamas County between the cities of Milwaukie and Gladstone, and between the Willamette River and Interstate 205. **MAP** included six miles of unincorporated Clackamas County land east and west of the McLoughlin Boulevard corridor between the Park Avenue station and the city of Gladstone. The MAP process resulted in adopted community vision and values, and a community advisory group known as MAP-IT (the McLoughlin Area Plan

Metro Contract 935012 - Exhibit B
Scope of Work

Implementation Team), which is still active today and is the co-sponsor of this project. The community remains highly engaged and concerned with all planning efforts in their community.

MAP adopted a vision framework and core values in 2010, with extensive input from the community, and later identified specific policies, projects and programs to implement that vision. It is imperative that these MAP components are addressed concurrently to provide a solid yet malleable framework for future evolution of core development, design and planning standards. The community's renewed energy and vigor are focused to ensure this project will provide democratic tools to ensure cooperative planning is employed in the creation of development and design standards that will bring their vision and values to reality.

In 2010-11, the county developed the **Park Avenue Neighborhood and Station Area Planning Project**, sponsored by a \$250,000 grant from the State of Oregon's Transportation and Growth Management Program. The intent of this project was to enhance the area for transit-oriented development to capitalize on opportunities available to the community based on the new Park Avenue light rail station. The project intent was to look at allowing transit-oriented development in the station area and develop an overall concept for transitioning both the McLoughlin Boulevard commercial corridor and the Park Avenue Station Area to a more pedestrian-friendly and connected commercial district. The plan also intended to create special zoning for all residential and commercial unincorporated Clackamas County land within a ½ mile of the Park Avenue light rail station. The plan addressed a variety of housing types, economic development and reinforced natural elements and developed new code language that would have allowed for mixed use development in the area. However, the project lacked a robust public involvement component and the plan was ultimately not adopted by the Board of County Commissioners in 2012 largely due to significant opposition voiced by some community members.

Transitioning into the future:

In spring 2017, the McLoughlin Area Plan-Implementation Team (MAP-IT) proposed to include a project in the 2017-18 Clackamas County Long Range Planning work program through which County staff would work with the community to apply for a 2040 Planning and Development Grant from Metro to create development and design standards along McLoughlin Blvd in the Park Ave Station Area that implements the MAP 1 and Map 2 vision for a more walkable, transit oriented community near the light rail station. The grant application was successful, and the Metro Council awarded funds to the project in late 2017.

A consultant was hired to complete Phase I of the project in _____ 2018, and the final Phase I report was submitted to the Board of County Commissioners in _____. The Board accepted the report and gave direction for the project to move ahead into Phase II.

Now, with the southern terminus of the MAX Orange Line and station located at Park Avenue and McLoughlin Boulevard, we have an exciting opportunity to develop and apply development and design standards to the McLoughlin Boulevard corridor to provide a competitive market for future vibrant and innovative employment, multi-family housing diversity, and mixed-use developments. The newly developed standards will also take into account the multiple types of users – pedestrians, bicyclists, motorists and transit-riders. Rather than viewing Park Avenue as the “end of the line,” it can be refashioned as the entrance into the Oak Grove community and used as a prototype for future development along McLoughlin Boulevard and other similar areas in unincorporated Clackamas County and the region.

The new development and design standards will be the guidance that allows this area to transition from the historical auto-dominated uses along McLoughlin to development that supports the walkable, transit-oriented uses that can emerge around the light rail station. It will be essential to acknowledge that the existing development along the boulevard -- typified by low-density, auto-dominant uses -- still has a strong demand in today's market. At the same time, existing development patterns are shifting both on the local and regional levels, so proposals should address how future development trends are reflected in any proposed new standards. Engagement and representation of the property owners and business owners along the corridor, as well as people in adjacent neighborhoods, will be essential to the success of the project.

Our goal is for the new project area development and design standards to be crafted with the help and support of the community to implement and build upon MAP Community Values and Guiding Principles (attached) and *The Five Components of the McLoughlin Area Plan*, which were approved by the Clackamas County Board of Commissioners in 2015 (also attached). The outcome sought by both the community and County is to have design and development standards that support a welcoming, thriving business and residential community and offer equitable and sustainable affordable housing, economic diversity and innovation, employment, and accessibility for people of all ages, socio-economic levels and abilities.

3.4 PROJECT APPROACH

Knowing that complex community dynamics exist and that the previous Park Ave Station Area Plan was not successful, there was a need for a community assessment before starting the technical work. Therefore, the project was divided into two phases as outlined below.

Phase I: Park Avenue Station Area Community Assessment.

The primary objective of the community assessment phase was to conduct thorough outreach to better understand the demographics and cultural/economic diversity of the area, identify existing community-based organizations and stakeholder groups, assess overall community awareness, opinions and support of the McLoughlin Area Plan (MAP) vision, and assess broader aspects future development trends and neighborhood change. Phase I provides a broad foundation for inclusive and extensive public engagement to be used during Phase II.

Phase II: Development and Design Standard Creation and Implementation. The primary objective of Phase II is to undertake the technical components of the project, coupled with continued community engagement based on the plan developed during Phase I.

The **major deliverables for Phase II** include:

- Technical work and community engagement to present options and vet proposed code refinements.
- Zoning and Development Code amendments and maps
- Additional recommendations for implementation tools and community development strategies

At the conclusion of Phase II, the Board of Commissioners will receive a report on Phase II deliverables. Adoption-ready materials will be prepared for the Planning Commission and the Board of County Commissioners for their consideration.

3.5 SCOPE OF WORK

The successful proposer must demonstrate extensive, innovative experience and ability in engaging and working with the public and stakeholders to develop land use regulations and development strategies that support the community's vision and values.

The project will be led by the consultant team, with support from County and Metro staff, community members and stakeholders, grounded in the community vision and values as described in the following documents:

- McLoughlin Area Plan Phase I (MAP 1) -- McLoughlin Area Plan Vision Framework (<http://www.clackamas.us/mapit/documents/map1visionframeworkfinal.pdf>)
- McLoughlin Area Plan Phase II (MAP 2) -- MAP Phase II Report (<http://www.clackamas.us/mapit/documents/map2reportfinal.pdf>)
- The Five Components of the McLoughlin Area Plan (<http://www.clackamas.us/mapit/documents/fivecomponents.pdf>)

The consultant will be expected to work closely with the community to implement the public engagement plan; identify existing conditions; draft, refine and test development and design standards; and produce Zoning & Development Code amendments and related materials to implement the standards.

Task 2-1: Project Management

The consultant team will work with a team of community members as well as County and Metro staff. County and Metro staff will offer technical assistance to the project team to ensure that project work is well aligned with Metro grant funding and objectives.

The consultant team will designate a Consultant Project Manager to work with team to ensure successful completion of all phases of the project. At the outset of Phase II the Consultant Project Manager will work with the team to establish a mutually agreeable schedule for project management check-ins and broader community meetings. This will help to ensure a smoothly managed project that delivers clear and expected results within budget and timeframe, and that meets requirements for Metro grant funding.

The consultant team will produce and implement the following project management tools:

Deliverable 2-1.1 – Finalized **Phase II project milestones and meeting schedule** including dates and objectives for all established project check-ins, milestones, and meetings.

Deliverable 2-1.2 – **Participation and facilitation of** calls/meetings with project team, partners, or community.

Deliverable 2-1.3 – **Written summaries of calls/meetings** including outcomes and assigned action items.

Task 2-2: Draft and Refine Development and Design Standards

The expected outcome of Task 2-2 is to have proposed amendments to the Zoning and Development Ordinance that:

- Are enforceable, realistic and, as appropriate, incremental
- Provide a clear path to achieving community goals;
- Are outcome-based;
- Reflect the input from and are widely-supported by developers, property owners and the public, and
- Incorporate lessons learned from tests on actual or hypothetical sites.

The consultant team will produce the following deliverables:

Deliverable 2-2.1 -- Report 2: Review of best practices for land use regulations and development in mixed-use zones, with projects, tools and strategies to maximize:

- Transit-supportive development
- Long-term affordability and affordable housing
- Sustainability
- Local economic benefit
- Living-wage work
- Community health
- Natural environment
- Collaboration

Deliverable 2-2.2 -- Implementation and facilitation of the public engagement strategy developed in Phase I and as directed by the Board of County Commissioners. Implementation of the strategy should include:

- Use of engaged community members to assist with outreach events and strategies to draw in a wider public; and
- Various interactive engagement techniques, including reporting back to participants so that the community can see how their comments have been reflected in the development and design standards; and
- Efforts to involve people from under-represented populations (including people with disabilities, racial and ethnic minorities, low-income people, and people of all ages); and
- Specific practices to help ensure that participants feel their views and ideas have been heard, even if not adopted

Deliverable 2-2.3 -- Draft clear and concise development and design standards for the commercial and multi-family portions of the study area that:

- Are consistent with best practices, opinions and findings discovered in Phase I and throughout the Phase II process, including the findings of the Phase I livability assessment, and the McLoughlin Area Plan (MAP) community values and vision, and
- Facilitate incremental shifts toward the intended development goals for the area.

Deliverable 2-2.4 -- Summary of draft standards tested on actual and/or hypothetical sites in the study area, with an assessment of how well the standards:

Metro Contract 935012 - Exhibit B
Scope of Work

- Illustrate the outcomes and reflect MAP values and community input,
- Are effective in meeting the development goals as outlined in 9.1 (and/or refined through the public process),
- Respond to the real estate market / developer needs/ real while maintaining the integrity of the community vision and values for new development; and
- Are economically feasible for the preferred development types (including a feasibility analysis of actual or hypothetical sites to test the economic viability of proposed standards)

Deliverable 2-2.5 – Report 3: Proposed development and design standards report including proposed zoning codes, map amendments, and outline of process necessary for adoption.

Task 2-3: Implementation Strategies

The expected outcome for Task 2-3 is clear communication and understandable materials to facilitate adoption and implementation of the new design and development standards. In addition, the implementation framework report is expected to provide guidance on any other recommended activities the County and community can take to support desired development in the area, taking into account findings from the Phase I livability assessment for nearby residential areas.

The consultant team will produce the following deliverables:

Deliverable 2-3.1 -- Report 4: Implementation Framework Report that outlines steps that can be taken to support the implementation of the community goals through the new Park Avenue Station Area development and design standards. This should include prioritized strategies and policies that will deliver results consistent with the community values.

The report should also include tools the community can use to measure progress toward achieving the development outcomes and understand how they relate to the original goals of the community that were developed in MAP and throughout this process. These tools should include information on:

- meeting community goals through development,
- the type and quantity of development occurring that implements the standards,
- a way to record how market dynamics have influenced the rate of development

Finally, the Implementation Framework Report should include a base template for community engagement and development and design standards for planning future nodes along McLoughlin Boulevard.

Deliverable 2-3.2 – Report 5: A comprehensive public engagement report that documents the engagement process undertaken and reports on performance measures to describe the success of the public engagement plan. Report should include all visual communications, graphic materials and meeting summaries.

Deliverable 2-3.3 -- Adoption-ready maps and code text amendments for the Planning Commission and County Commission, including County Zoning & Development Code amendments to implement the proposed development and design standards, and recommended zoning and other policy changes to support future development and livability.

Metro Contract 935012 - Exhibit B
Scope of Work

Deliverable 2-3.4 – Phase II: Presentation to the Board of County Commissioners. The materials presented to the BCC shall include:

- Report 2: Best Practices in Mixed Use Zones
- Report 3: Summary of Proposed Development and Design Standards
- Report 4: Implementation Framework
- Report 5: Public Engagement Report

Park Avenue Development & Design Standards Project

Request for Proposal – Evaluation Procedure

4. EVALUATION PROCEDURE

4.1 *An evaluation committee will review all proposals that are initially deemed responsive and rank the proposals in accordance with the criteria below. The evaluation committee will then select the top candidates to participate in proposal interview / presentations. Interviews/presentations will consist of the highest scoring proposers. The invited proposers will be notified of the time, place and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.*

Written proposals must be complete and no additions, deletions or substitutions will be permitted during the interview/presentation. The evaluation committee will recommend award of contract to the Project Management Team based on the highest scoring proposal. The Project Management Team reserves the right to accept the recommendations, award to a different proposer, or reject all proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points Available</u>
General Background & Qualifications / Ability to Deliver the Project.....	15
Approach to Innovative Community Engagement.....	35
Approach to Creative Design & Development Standards.....	25
Approach to Equity.....	15
Fees.....	10

4.3 Contract Negotiations

During negotiations, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fees that best represent the efforts required. If the County is unable to come to terms with the highest scoring proposer, negotiations shall be terminated and new negotiations will begin with the next highest scoring proposer. If the resulting contract contemplates multiple phases and the County deems it in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked proposer to complete the remaining phases.

Park Avenue Development & Design Standards Project
Request for Proposal – Proposal Contents

SECTION 5
PROPOSAL CONTENTS

5.1 Vendors must observe submission instructions and be advised as follows:

- 5.1.1 Complete proposals may be mailed to the below address or emailed to procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the proposal. If the proposal is mailed, an original copy and **four copies** must be included. The proposal (hard copy or email) **must** be received by the closing date and time indicated in Section 1 of the RFP.
- 5.1.2 Mailing address including hand delivery, UPS and FedEx:
*Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, 4th floor
Oregon City, OR 97045*
- 5.1.3 County reserves the right to solicit additional information or proposal clarification from the vendors, or any one vendor, if the County deems it necessary.
- 5.1.4 Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

PROVIDE THE FOLLOWING INFORMATION IN THE ORDER IN WHICH IT APPEARS BELOW:

5.2 General Background and Qualifications / Ability to Deliver the Project:

- 5.2.1 Describe your firm/consultant team including your firm's experience (with an emphasis on projects similar to this one) and what distinguishes you from other firms doing similar work.
- 5.2.2 Describe the ability, skills and experience needed to meet the requirements in Section 3, Scope of Work, including how you would successfully accomplish the work of both major project phases on time and within budget:
 - 5.2.3.1 Phase I: Community assessment and public engagement strategy
 - 5.2.3.2 Phase II: Creation and implementation of development and design standards.
- 5.2.4 Provide credentials/experience of the individuals who would be assigned to this project, including resumes for each member of the consultant team.

5.3 Approach to Innovative Public Engagement:

- 5.3.1 How would you identify and use contributions from community groups and other local resources to support success of the project. How have you used community-driven outreach ideas with community participation?

Metro Contract 935012 - Exhibit B
Scope of Work

- 5.3.2 The project involves community members, business owners, landowners, partners, stakeholders, various age (youth, middle, and senior ages) and economic levels, and other participants with a wide variety of viewpoints and interests. Describe how -- with such a diverse audience -- you would design a process and identify tools to ensure an informed public engagement, project transparency, participation and consensus toward common benefit is achieved.
- 5.3.3 Provide your past examples of effective public engagement outcomes, how they were measured and the success and lessons learned on unsuccessful events.

5.4 Approach to Creative Development and Design Standards:

- 5.4.1 Provide an example of using a values-driven, evidence-based approach to the creation of design and development standards.
- 5.4.2 Describe your experience with crafting clear, effective and adaptable code-based development and design standards. Include examples of standards you have created. If the standards were not implemented, please explain why.
- 5.4.3 Describe what methods you would use to build support for the proposed development and design standards among the diverse audiences described above.
- 5.4.4 Provide outcomes after development and design standards have been in place for a period of time. What does the project area look like today?

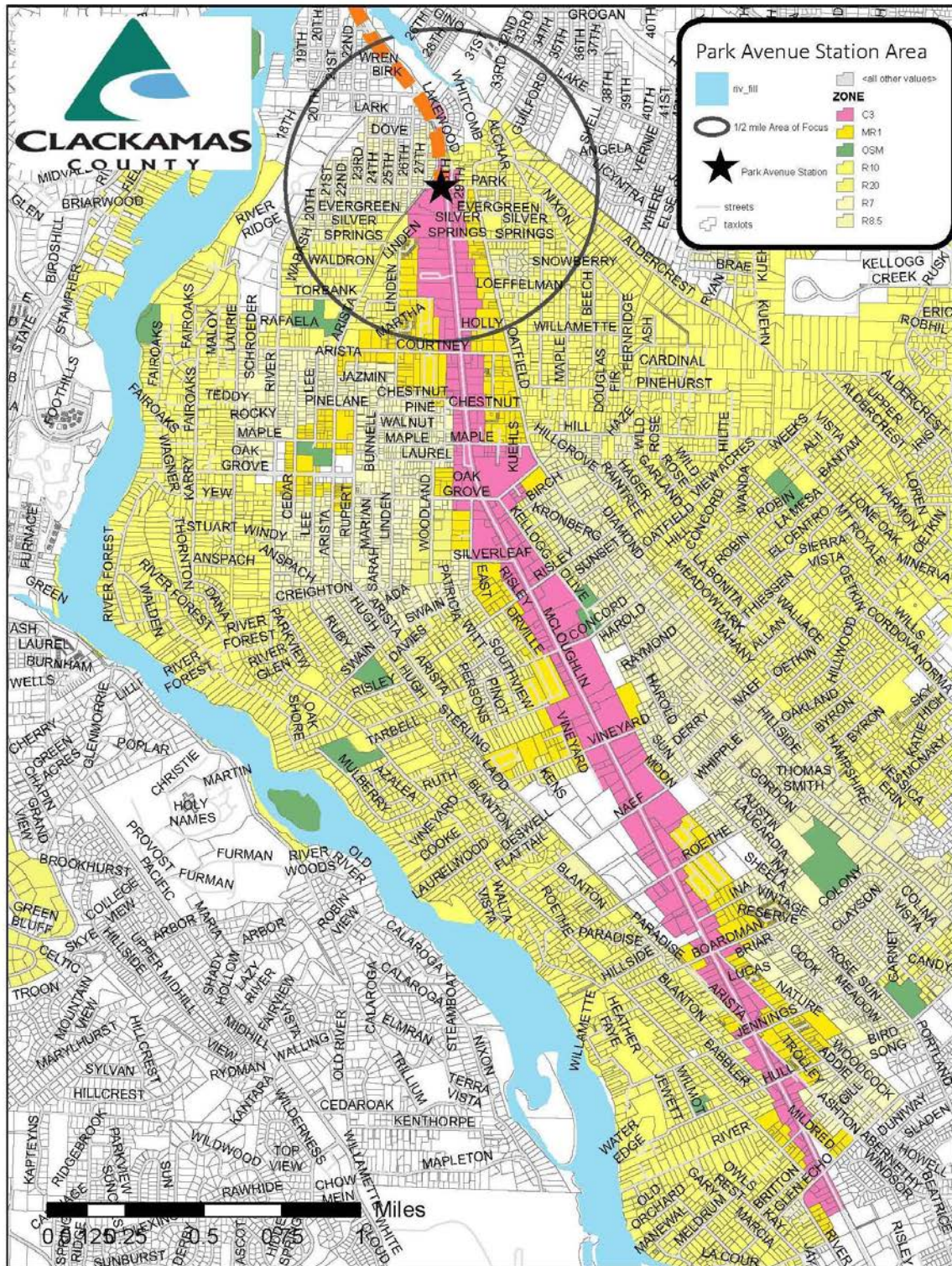
5.5 Approach to Equity:

- 5.5.1 Describe how you would apply equity principles throughout all aspects of the project, including ensuring representation from under-represented communities.
- 5.5.2 The use of COBID-certified minority-owned businesses, woman-owned businesses, businesses that service disabled veterans, owned and emerging small businesses is encouraged to the maximum extent practical. Indicate if your firm is a COBID-certified business, describe the diversity of demographics of the proposal team including subcontractors (if applicable), and identify any proposed methods or approaches to include under-represented communities. [COBID -- Oregon Certification Office for Business and Diversity]
- 5.5.3 Explain how well your proposal will advance racial equity and diversity through:
 - The inclusion of COBID-certified businesses,
 - Overall diversity of the lead firm,
 - Inclusion and engagement of other partners or methods.

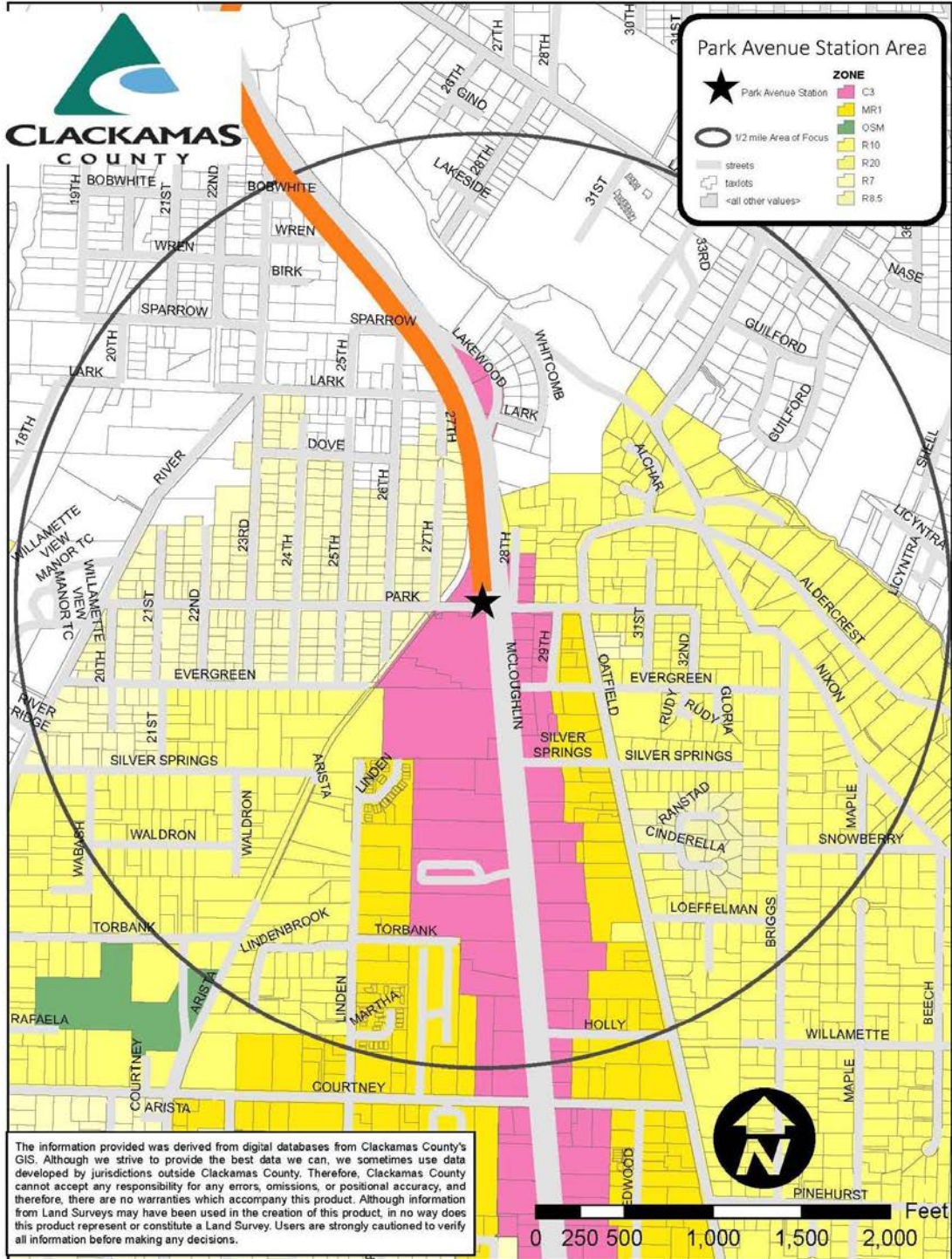
5.6 Fees:

- 5.6.1 Fees should:
 - Be on a time and materials with a not-to-exceed fee basis,
 - Be sufficiently descriptive to facilitate acceptance of a proposal, and
 - Have an outline of all estimated expenses, hourly rates for all assigned individuals, anticipated travel and other reimbursable expenses.
- 5.6.2 How would you optimize local, volunteer resources in the project?

MAPS: 1) McLoughlin Corridor with Project Area Circled; 2) Project Area Detail



Metro Contract 935012 - Exhibit B
Scope of Work



Past Plans and Studies Related to the McLoughlin Boulevard Corridor, and McLoughlin / Park Avenue Intersection and Light-Rail Station

The McLoughlin Corridor – McLoughlin Boulevard from the Gladstone city border to the south to the Milwaukie city border to the north – and the surrounding area has been the focus of a variety of studies and task forces over the years. Some key studies and recommendations are briefly summarized here.

Park Avenue Station Area Planning Project / Neighborhood Plan, 2010-12

Purpose: Adopt a Park Avenue Station Area Plan and supporting zoning ordinances to provide for diverse and thriving housing, commercial and economic opportunities in the area within one-half mile around the new light-rail station planned for the intersection of Park Avenue and McLoughlin Boulevard in unincorporated Oak Grove, just south of Milwaukie.

Lead: Clackamas County Planning & Zoning Division

Result: Recommendations for land use and transportation changes were developed on three major topics:

- Circulation plan
- Open space / street environment
- Urban design elements and frontages, and regulating plan / desired land use

The recommendations were submitted to the Clackamas County Planning Commission in late 2011 and the Board of Commissioners in early 2012. **There was strong community opposition and the plan was not adopted.**

Tourism Development Task Force, 2008-09

Purpose: Study issues related to tourism and make recommendations to the Board of County Commissioners to help ensure continued tourism development.

Lead: Clackamas County Tourism Department

Result: The task force made the following recommendations related to the McLoughlin area:

- Create a tour route along McLoughlin Boulevard, but do not preclude future light rail
- Develop enhanced street connections between McLoughlin Boulevard and the Willamette River with public access areas/sites on the riverfront
- Explore possible acquisition of more public access to the river
- Establish a major visual icon at the entrance traveling south into Clackamas County on McLoughlin Boulevard to establish a sense of arrival.

Trolley Trail Master Plan, 2002-04

Purpose: Analyze and recommend a trail alignment, environmentally-sensitive trail design features, trail amenities, and safety and security measures for the six-mile trail corridor to guide the future development and safe use and operation of the Trolley Trail as a non-motorized recreational and commuter trail.

Lead: Clackamas County North Clackamas Parks & Recreation District

Result: Recommendations included the following:

- Develop five potential trailheads and 25 pedestrian access points from neighborhood roads
- Connect to community facilities including parks, schools, retirement communities and public transit

Metro Contract 935012 - Exhibit B
Scope of Work

- Develop intersection improvements and safety and security features, including strategically-placed lighting and good definition between the trail and adjacent neighbors

Construction of the six-mile Trolley Trail from Gladstone to Milwaukie on the east side of the Willamette River was completed 2012.

Portland-Milwaukie Light Rail Project: Locally Preferred Alternative Report, 2007-08

Purpose: Analyze proposed station areas along the Southeast Portland, Milwaukie and North Clackamas County portions of the proposed Portland-Milwaukie light rail alignment.

Lead: TriMet (Tri-County Metropolitan Transit District of Oregon)

Result: The report included the following recommendations for transit improvements in the Portland-Milwaukie corridor:

- Develop a light rail station within the study area at Park Avenue
- Develop a park-and-ride station at Park Avenue with 1,000 parking spaces
- Redevelop and rehabilitate existing buildings, as streetscapes and pedestrian connections

The Portland-Milwaukie light rail line, known as the MAX Orange Line, opened in September 2015, with its southern terminus at the corner of Park Avenue and McLoughlin Boulevard in unincorporated Clackamas County. There is a park-and-ride across the street from the station, with a parking garage that holds approximately 40 cars and 100 bicycles.

McLoughlin Corridor Land Use and Transportation Study, 1998-99

Purpose: Provide community-preferred design alternatives for the McLoughlin Corridor, including recommended cross-sections and other street design and transportation improvements, and recommendations related to zoning and land use.

Lead: Clackamas County

Result: Key recommendations from the final, approved plan include the following:

- Develop continuous bike lanes, sidewalks, lighting, landscape buffers and elimination of on-street parking
- Improve transit facilities and bus rapid transit
- Evaluate suitability of an Urban Business Area Overlay as a means of addressing access management
- Implement transit-oriented development standards while retaining existing zoning
- Enforce the sign ordinance and encourage connections between parking lots

Oak Grove Transportation Growth Management Plan Draft, 1994-95

Purpose: Provide direction for new growth and development for Oak Grove over the next 50 years with a mixture of services, employment and housing in a single, concentrated, walkable area.

Lead: Clackamas County Department of Transportation & Development

Result: The plan included recommendations related to walkways and transportation, land use and redevelopment, and downtown design and revitalization, such as:

- Develop a trail on Portland Traction Company trolley line
- Provide sidewalks and transit stops on essential streets
- Revise local residential street standards, and new street and pedestrian / bike access-ways
- Create more compatible zoning in Oak Grove.

The plan did not receive community consensus and was never finally approved.

Metro Contract 935012 - Exhibit B
Scope of Work

935012 Exhibit C

IGA for 2040 Planning and Development Grant Park Avenue Development and Design Standards

Milestone and Deliverables Schedule for Release of Funds

Project milestone and specified grant deliverables		Date due*	Matching contributions	Grant payment
1	Execution of Grant IGA. a) Signed IGA document	Sept.15, 2018	Project staff: \$1,000	
2	Phase I Community assessment contract Draft contract with consultant team for Phase I	Sept. 30, 2018	Project staff: \$1,000	
3	Signed contract with consultant team for Phase I.	Oct. 31, 2018	Project staff: \$1,000	
4	Community Demographics and Organization Summary	Nov. 30, 2018	Project staff: \$1,500	Consultants: \$10,000
5	Summary of Existing Policies and Development Conditions	Nov. 30, 2018	Project staff: \$2,500	Consultants: \$10,000
6	Summary of Findings of Stakeholder Opinions	Dec. 31, 2018	Project staff: \$2,500	Consultants: \$10,000
7	Proposed Public Engagement Strategy Revised Scope of Work for Phase II	Jan. 31, 2019	Project staff: \$2,500	Consultants: \$10,000
8	Phase 1 completion Board of County Commissioners hearings & action a) Final Report: Phase 1 b) Presentation to Board	Feb. 28, 2019	Project staff: \$1,000	Consultants: \$ 5,000

Exhibit C

Continued

9	Phase II initiation a) Completed Selection process for Phase II Consultant b) Determine remaining project milestones for Phase II c) Determine appropriate grant performance measures	April 30, 2019	Project staff: \$2,000	
10+	Additional milestones (to be updated in Revised Exhibit C)	TBD	Project staff: \$28,000	Consultants: \$120,000
11	Board of County Commissioners hearings & action a) Action on proposed code changes b) Final reporting on grant and performance measures	Sept. 30, 2019	Project staff: \$2,000	Consultants: \$15,000
GRANT PROJECT COMPLETION <ul style="list-style-type: none"> • All grant project deliverables submitted by grantee and approved by Metro • All required fiscal documentation submitted or retained on file as appropriate • Final reporting on grant performance measures submitted and approved by Metro 			Total Grantee Match	Total Grant Funding
			Project staff: \$ 45,000	Consultants: \$180,000
			TOTAL: \$ 45,000	TOTAL: \$180,000

NOTE: Due dates are intended by the parties to be hard estimates of expected milestone completion dates. Grantee shall not commence work for a new milestone until the prior milestone deliverable(s) has been completed approved, unless Metro's project manager has provided written approval to continue, or to work on milestones simultaneously. If the Grantee anticipates that a milestone due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the Grantee shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 20, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Acceptance of Transportation and Growth Management (TGM) Grant Award
for a Clackamas County Transit Development Plan**

Purpose/ Outcomes	Accept the TGM grant award to undertake a Transit Development Plan.
Dollar Amount and Fiscal Impact	Clackamas County Transit Development Plan – Total Cost: \$200,000
Funding Source	Transportation and Growth Management Program. The project will also be funded by HB 2017 Transit funds
Duration	September 2018 – December 2020
Previous Board Action	June 7, 2018 - Approval to Apply and Resolution of Support for TGM Grant
Strategic Plan Alignment	<ul style="list-style-type: none">• Build a strong infrastructure
Contact Person	Karen Buehrig, Transportation Planning Supervisor – 503-742-4683

With six transit providers in Clackamas County [TriMet, South Metro Area Regional Transit (SMART), Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), Sandy Area Metro (SAM), and the Mt. Hood Express administered by Clackamas County], a Transit Development Plan (TDP) is needed to provide strategic guidance for service improvements and integration between systems from a County perspective.

The TDP will address issues emerging from Metro's 2018 Regional Transit Strategy and the TriMet HB 2017 Public Transportation Improvement Plan process. It will also build off other County documents such as the Transportation System Plan and the Community Health Improvement Plan.

RECOMMENDATION:

Staff respectfully recommends Acceptance of the 2018 Transportation and Growth Management Grant Award for the Clackamas County Transit Development Plan.

Respectfully submitted,

Karen Buehrig
Transportation Planning Supervisor
Transportation and Development



Oregon

Kate Brown, Governor

Transportation & Growth Management Program

555 13th Street, Suite 2

Salem, OR 97301-4178

FAX (503) 986-4174

<http://www.oregon.gov/lcd>

August 10, 2018

Karen Buehrig
Clackamas County
150 Beaver Creek RD
Oregon City, OR 97045

Re: Clackamas County
Transit Development Plan

Dear Ms. Buehrig:

We are pleased to inform you that the Transportation and Growth Management (TGM) Program has selected the Clackamas County Transit Development Plan to move forward to the next stage of the grant award process. Our grant manager for the project will contact you within the next week to set a date for a first meeting and start developing a statement of work. Your grant manager is Seth Brumley (503-731-8234; Seth.A.BRUMLEY@odot.state.or.us).

Seth will work with you over the next few months to negotiate a project statement of work (SOW) by January 10, 2019. We expect that the Intergovernmental Agreement (IGA) will be ready for your signature within three months of when the SOW is agreed to and submitted for consultant selection. By September 14, 2018, return the attached Grant Acceptance Form indicating that you have read and understood the 2018 Grantee Packet, which outlines the process from grant award to contract and IGA execution.

Congratulations once again. We look forward to working with you on your project.

Sincerely,

Matthew Crall
TGM Program Manager, DLCD

Michael Rock
TGM Program Manager, ODOT

cc: Seth Brumley, TGM
1.06 - 18/1C-18 File

Attachments

Grantee Acceptance Form
2018 Grantee Packet



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 20, 2018

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of Holman Road

Purpose/Outcomes	Vacates Holman Road, a Non-maintained Local Access Road
Dollar Amount and Fiscal Impact	Application and processing fee received.
Funding Source	N/A
Duration	Upon execution; permanent vacation.
Previous Board Contact	N/A
Strategic Plan Alignment	Grow a Vibrant Economy
Contact Person	Doug Cutshall, Engineering Technician (503-742-4669)

Holman Road (Road File 893 and, Deed Book 138, Page 168, Clackamas County Deed Records) was dedicated to the public November 30, 1914, as a replacement for the vacation of a road along the north line of the Mountain Irrigation and Holman Fuel Companies property. Holman Road has not been opened to travel and is almost entirely within a marsh, additionally building a safe intersection at Wildcat Mountain Road would be difficult and costly. The petitioner has no plans for the vacated right-of-way other than to incorporate it into their acreage.

Vacating this 40 foot wide, 1320 foot long right-of-way will not deprive public access to adjoining properties and will not affect area traffic flow.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation. County Counsel has reviewed and approved this vacation.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of Holman Road.

Sincerely,

Doug Cutshall
Engineering Technician

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of the Vacation of
Holman Road a Local Access
Road, situated In Section 5,
T.3 S., R.4 E., W.M.
Clackamas County, Oregon



Board Order No. _____

Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.351, a petition has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of Holman Road, a Non-maintained Local Access Road, described as follows:

All of Holman Road, as described in Book 138, Page 168, Clackamas County Deed Records, situated in the northeast ¼ of Section 5, T.3 S., R.4 E., W.M., Clackamas County, Oregon, lying south of and between the south line of Filbert Road, County Road No. 44 and, the easterly extension of the northerly right of way line of Wildcat Mountain Road, (Market Road No. 3) as depicted on attached Exhibit "A".

Whereas the Board having read said petition and report from the County Road Official and having determined the vacation of the above described portion of roadway to be in the public interest; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation; now therefore,

IT IS HEREBY ORDERED that the attached described portion of Holman Road, a Non-maintained Local Access Road, containing, 52,800 square feet, more or less, be vacated; and,

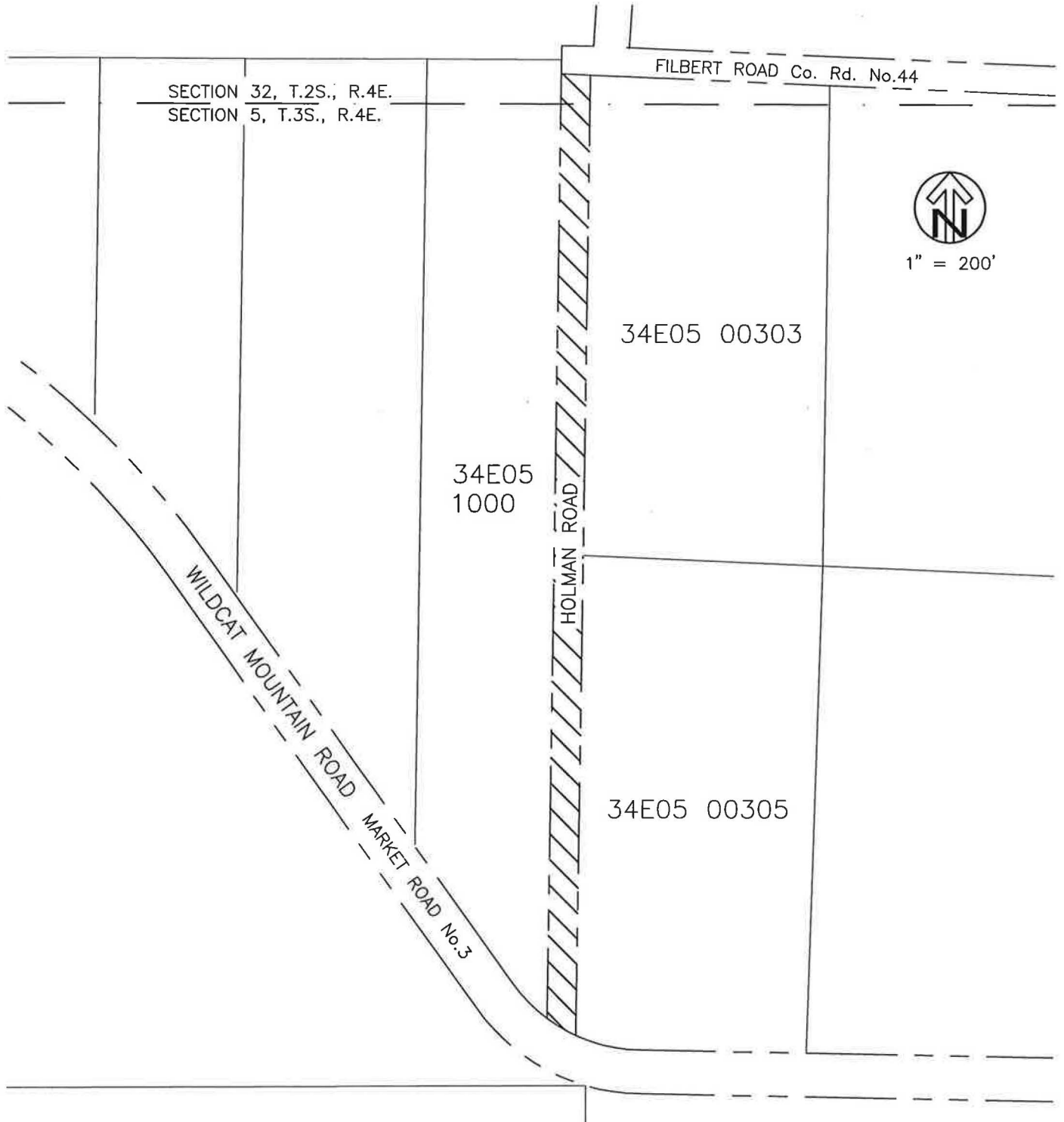
IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this _____ day of _____, 2018
BOARD OF COUNTY COMMISSIONERS

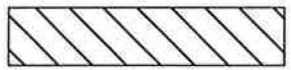
Chair

Recording Secretary

SITUATED IN THE SE ¼ OF SECTION 32, T.2 S., R.4 E.,
AND NE1/4 OF SECTION 5, T.3 S., R.4 E., W.M.



1" = 200'



AREA TO BE VACATED
ROAD FILE No. 893
DEED BOOK 138 PAGE 168

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: D. CUTSHALL DATE: 05/01/2018

EXHIBIT "A"

SHEET
1 OF 1

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: May 24, 2018

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF HOLMAN ROAD**

LOCATION: Holman Road, a Local Access Road, is situated in the SE1/4 of Section 32, T.2 S., R.4 E., and the NE1/4 of Section 5, T.3 S., R.4 E., W.M.

FACTS AND FINDINGS: Holman Road, (Road File 893 and, Deed Book 138, Page 168, Clackamas County Deed Records), was dedicated to the public November 30, 1914. Mountain Irrigation and Holman Fuel Company dedicated the right of way to replace a road being vacated along the north line of their property. Holman Road has not been opened to travel and is almost entirely within a marsh. Current engineering safety standards would not allow the construction of this road due the intersection location at Wildcat Mountain Road. The petitioner has no plan for the vacated right-of-way other than to incorporate it into their acreage. Vacating this 40 foot wide, 1320 foot long right-of-way will not deprive public access to adjoining properties and will not affect area traffic flow.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate Holman Road.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 20, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Canby
regarding the transfer of road authority of a portion of S. Fir Street**

Purpose/Outcomes	Transfer of roadway authority for a portion of South Fir Street
Dollar Amount and Fiscal Impact	Cost of transfer of road authority included in the transfer of the portion of S. Fir St. within Canby City limits. Cost savings to the County due to the elimination of staff time for development and permitting along this short fragmented dead-end section of S. Fir St. outside Canby city limits.
Funding Source	N/A
Duration	Upon execution; permanent transfer
Previous Board Action	None
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Contact Person	Rick Maxwell- Engineering Tech – 503-742-4671

This portion of South Fir Street is currently a County Road outside of the City Limits of Canby. Although the County currently has the permitting and maintenance responsibilities for South Fir Street, the surrounding properties are in the process of development and annexation in the City of Canby. Therefore, it is in the best interest of both parties and the public that future permitting and development be administered by the City and constructed to match existing City standards.

This is 1 of 3 agreements relating to the transfer of South Fir Street to the City of Canby. County counsel has reviewed and approved the attached IGA.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Canby to transfer maintenance responsibility and grant permitting authority for South Fir Street.

Respectfully submitted,

Rick Maxwell,
Engineering Technician
Transportation and Development

Attachments:
Intergovernmental Agreement
Map of proposed transfer area

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO ROAD MAINTENANCE AND PERMITTING
AUTHORITY ON A PORTION OF SOUTH FIR STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a political subdivision of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform, including the authority to perform as the “Road Authority” related to maintenance and permitting responsibilities for roads;

WHEREAS, a portion of South Fir Street is a County Road, as defined in ORS 368.001, lying outside, but adjacent to the boundaries of the City.

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of a stretch of South Fir Street, approximately 13,200 square feet in area, as more particularly depicted on Exhibit “A” which is attached hereto and incorporated herein (“Fir St.”).

WHEREAS, the City has agreed to accept exclusive jurisdiction over the remaining portion of South Fir Street lying within the corporate boundary of the City, the terms of which are addressed in a separate intergovernmental agreement between the Parties.

WHEREAS, transfer of responsibility with regards to Fir St. will lead to efficient and consistent road maintenance activities and reduce any confusion on the part of the public as to which Party is responsible for the condition and maintenance of Fir St., which primarily serves the residents of the City;

WHEREAS, the Parties acknowledge that jurisdiction of Fir St. should transfer to the City once annexed into the City’s boundary, and that this Agreement will no longer be necessary once Fir St. is annexed into the City and jurisdiction over Fir St. has been transferred; and

WHEREAS, it is the intent of the Parties that the County transfer as much of its responsibility under ORS 368 with regards to Fir St. as may be allowed under state law in order to grant the City control of Fir St. prior to the annexation and jurisdictional transfer of Fir St.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time Fir St. has been annexed into the City and the City assumes jurisdiction of Fir St. pursuant to ORS 368 and/or ORS 373.
2. **Transfer of Authority.**
 - A. Responsibility for Road Authority activities (as outlined in Section 3) for Fir St. shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The portion of Fir St. subject to this Agreement is approximately 13,200 square feet in area, as more particularly depicted on Exhibit "A" and more specifically described as follows:

All that portion of S Fir Street, County Road No. 1288, Department of Transportation and Development maintenance No. 41003; Situated in the southwest 1/4 of Section 04, T. 4S., R. 1E., W.M. and the southeast 1/4 of Section 04, T. 4S., R. 1E., W.M., as depicted on Exhibit A, attached hereto, lying south of the current Canby city limit (mile point 0.31) and end of S Fir Street (mile point 0.37), being a total of approximately 330 feet long, 40 feet in width.

Containing 13,200 square feet, more or less.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for Fir St., as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City through this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include, but are not necessarily limited to, the following:
 - A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely elimination or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on Fir St.; and
 - F. All other responsibilities the County may have under ORS 368 with regards to Fir St. which may be assumed by the City under state law.

4. **Maintenance Standard.** Any maintenance on Fir St. required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City's jurisdiction.
5. **Fir St. Transfer.** After such time that Fir St., or any portion thereof, has been annexed into the corporate boundary of the City, the County may elect to initiate the following procedures:
 - A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Fir St., or any portion thereof.
 - B. After the County has initiated the process to transfer jurisdiction of Fir St., or any portion thereof, the City shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the proposed transfer of Fir St., or any portion thereof, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Fir St., or any portion thereof.
 - C. The City agrees to assume full and absolute jurisdiction over Fir St., or any portion thereof, in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.
6. **Termination.**
 - A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
 - B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

8. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one

agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

CITY OF CANBY

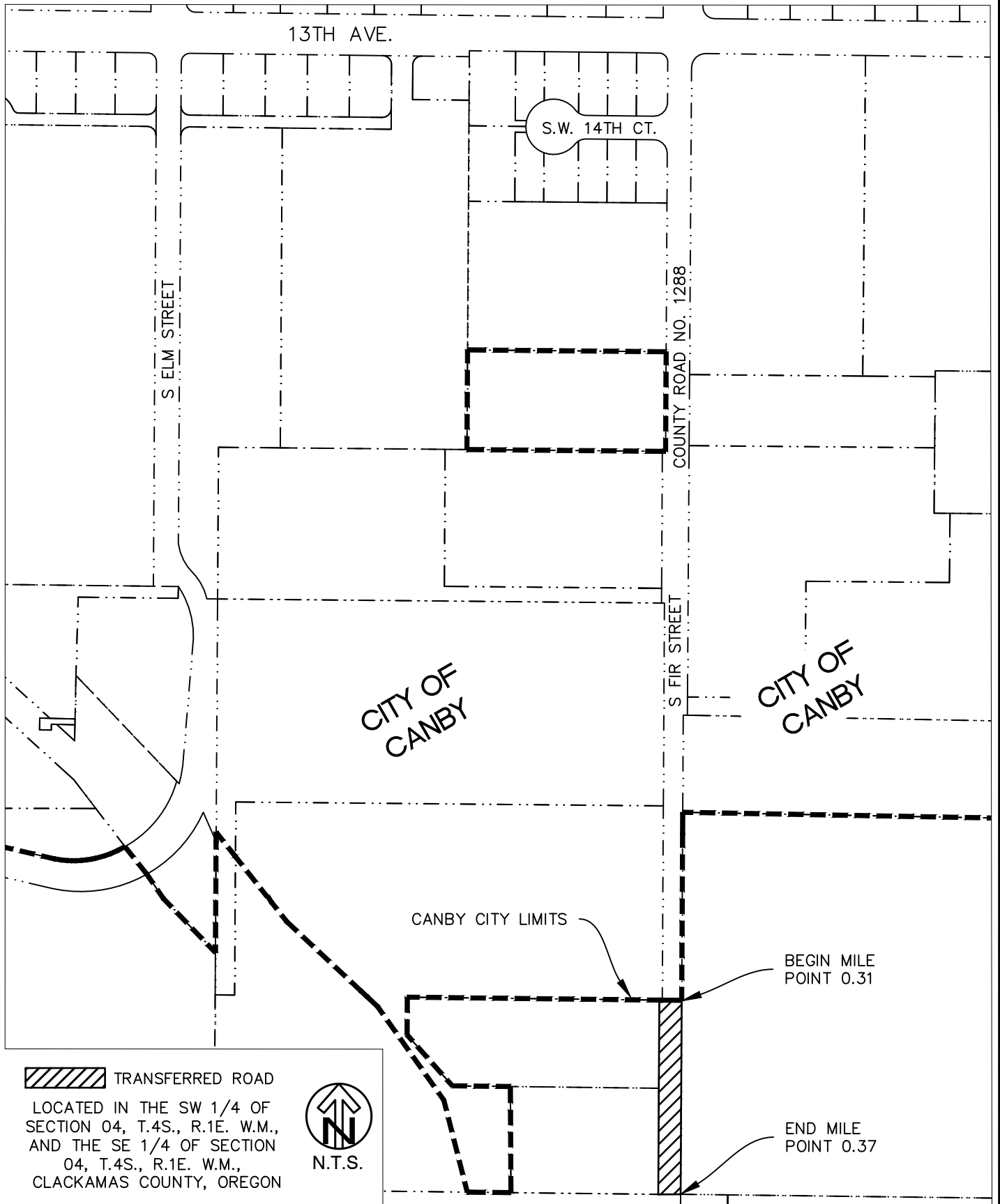
Mayor

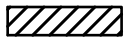
Date

Recording Secretary

Exhibit A

EXHIBIT "A"



 TRANSFERRED ROAD
 LOCATED IN THE SW 1/4 OF SECTION 04, T.4S., R.1E. W.M., AND THE SE 1/4 OF SECTION 04, T.4S., R.1E. W.M., CLACKAMAS COUNTY, OREGON



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 7/24/2018
 TRANSFER OF ROAD AUTHORITY
 S FIR STREET
 COUNTY ROAD NO. 1288

SHEET
 1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 20, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Canby
regarding the transfer of a portion of South Fir Street**

Purpose/Outcomes	Jurisdictional transfer of a portion of South Fir Street
Dollar Amount and Fiscal Impact	Cost savings in the form of elimination of staff time and Maintenance monies used on portion of road located entirely within the City of Canby. Initial cost of transfer is \$56,000, which represents the cost of a 2" asphalt overlay of that portion being transferred and the remaining portion outside City limits.
Funding Source	Road Fund
Duration	Upon execution; permanent transfer.
Previous Board Action	None.
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Rick Maxwell- Engineering Tech – 503-742-4671
Contract No.	N/A

There are certain County roads, such as South Fir Street in Canby, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service, this IGA formalizes an agreement to provide funds to the City of Canby in the amount of \$56,000, which is equal to the cost of a 2" asphalt overlay of the entire length of South Fir Street in exchange for the City assuming exclusive jurisdiction (inside and outside City limits) containing approximately 75,830 square feet of Right-of-Way. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

This is 1 of 3 agreements relating to the transfer of South Fir Street to the City of Canby. County counsel has reviewed and approved the attached IGA.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Canby related to the transfer of jurisdiction of a portion of South Fir Street and the payment to the City in an amount equivalent to a 2" asphalt overlay of the entire length of South Fir Street (inside and outside City limits).

Respectfully submitted,

Rick Maxwell,
Engineering Technician

Attachments: Intergovernmental Agreement and Map of proposed transfer area

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF SOUTH
FIR STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portion of S. Fir St. located entirely within the boundaries of the City is a County Road, as defined in ORS 368.001 (“Fir St.”);

WHEREAS, Fir St. is depicted in Exhibit “A” and more particularly described in Exhibit “B,” all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Fir St.;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of Fir St. pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that Fir St. should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of Fir St. pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.
2. **County Responsibilities.**
 - A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Fir St.

B. In the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Fir St., the County shall provide to the City the sum of \$56,000, which is equivalent to the cost of a 2-inch asphalt overlay on the portions of Fir St. identified in the exhibits attached to this Agreement, in addition to a portion of S. Fir St. approximately 13,200 square feet in area laying outside, but adjacent to the City's corporate limits. The sum of \$56,000 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Fir St. is surrendered by the County and accepted by the City as described below, but only after the City executes a separate intergovernmental agreement with the County accepting "Road Authority" obligations over adjacent portions of S. Fir St. that are situated outside of the boundaries of the City.

3. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of Fir St., the City shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of Fir St., and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Fir St.
- B. The City agrees to assume full and absolute jurisdiction over Fir St. in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three

years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

CITY OF CANBY

Chair

Mayor

Date

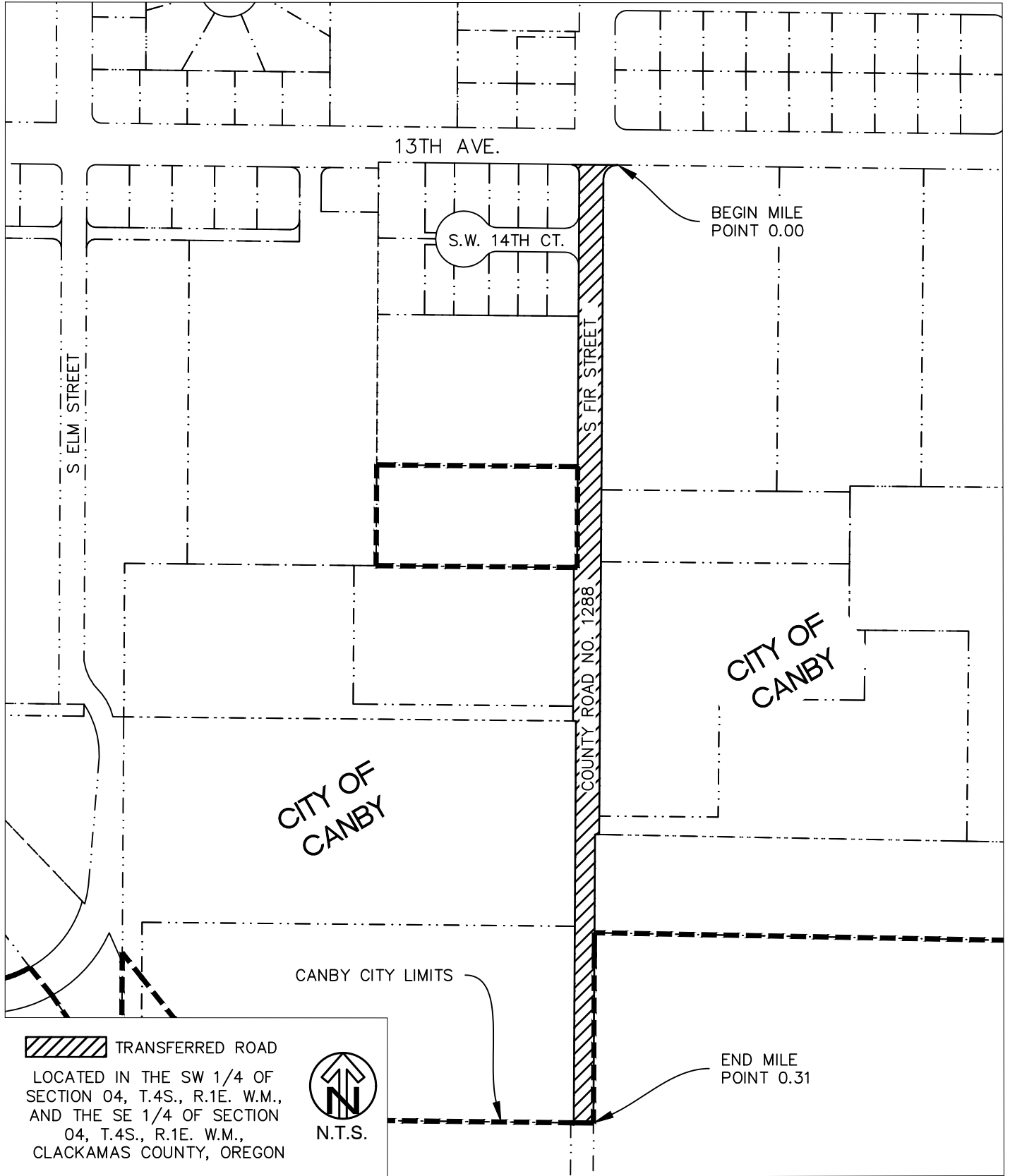
Date

Recording Secretary

Recording Secretary

Exhibit A

EXHIBIT "A"



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: R. MAXWELL

DATE: 7/24/2018

JURISDICTIONAL TRANSFER
 S FIR STREET
 COUNTY ROAD NO. 1288

SHEET

1 OF 1

Exhibit B
South Fir Street Description
Inside City Limits

All that portion of S Fir Street, County Road No. 1288, Department of Transportation and Development maintenance No. 41003; Situated in the southwest 1/4 of Section 04, T. 4S., R. 1E., W.M. and the southeast 1/4 of Section 04, T. 4S., R. 1E., W.M., as depicted on Exhibit A, attached hereto, lying south of and between 13th Avenue (mile point 0.00) and the current Canby city limit (mile point 0.31), being a total of approximately 1,609 feet long, varying in width.

Containing 62,630 square feet, more or less.