



Administration Office  
503/645-6433  
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**Board of Directors Regular Meeting  
May 2, 2011  
5:30 p.m. Executive Session; 7:00 p.m. Regular Meeting  
HMT Recreation Complex, Peg Ogilbee Dryland Meeting Room  
15707 SW Walker Road, Beaverton**

**AGENDA**

- 5:30 PM 1. Executive Session\*  
A. Legal  
B. Land
- 7:00 PM 2. Call Regular Meeting to Order
- 7:05 PM 3. Action Resulting from Executive Session
- 7:10 PM 4. [Public Hearing: Request for Exemption from Competitive Bidding Process for Athletic Fields Construction Project](#)  
A. Open Hearing  
B. Staff Report  
C. Public Comment\*\*  
D. Board Discussion  
E. Close Hearing  
F. Board Action
- 7:25 PM 5. Audience Time\*\*
- 7:30 PM 6. Board Time
- 7:35 PM 7. Consent Agenda\*\*\*  
A. [Approve: Minutes of April 4, 2011 Regular Meeting](#)  
B. [Approve: Monthly Bills](#)  
C. [Approve: Monthly Financial Statement](#)  
D. [Approve: Authorization to Bid 112th Street Building Renovation and Site Improvement Projects](#)  
E. [Approve: Resolution Initiating Condemnation of a Property for the Westside Trail Project](#)  
F. [Approve: Intergovernmental Agreement for Fanno Creek Trail / Hall Boulevard Crossing Feasibility Study](#)
- 7:40 PM 8. Unfinished Business  
A. [Update: Bond Program](#)  
B. [Information: General Manager's Report](#)
- 8:00 PM 9. Adjourn

**\*Executive Session:** Executive Sessions are permitted under the authority of ORS 192.660. Copies of the statute are available at the offices of Tualatin Hills Park & Recreation District. **\*\*Public Comment:** If you wish to be heard on an item not on the agenda, or a Consent Agenda item, you may be heard under Audience Time with a 3-minute time limit. If you wish to speak on an agenda item, also with a 3-minute time limit, please wait until it is before the Board. Note: Agenda items may not be considered in the order listed. **\*\*\*Consent Agenda:** If you wish to speak on an agenda item on the Consent Agenda, you may be heard under Audience Time. Consent Agenda items will be approved without discussion unless there is a request to discuss a particular Consent Agenda item. The issue separately discussed will be voted on separately. In compliance with the Americans with Disabilities Act (ADA), this material, in an alternate format, or special accommodations for the meeting, will be made available by calling 503-645-6433 at least 48 hours prior to the meeting.



## MEMO

**DATE:** April 25, 2011  
**TO:** The Board of Directors  
**FROM:** Doug Menke, General Manager  
**RE:** Information Regarding the May 2, 2011 Board of Directors Meeting

**Agenda Item #4 – Public Hearing: Request for Exemption from Competitive Bidding Process for Athletic Fields Construction Project**

Attached please find a memo from Keith Hobson, Director of Business & Facilities, regarding a request that the Board of Directors hold a public hearing to review findings in support of an exemption from the Competitive Bidding process for the construction of athletic fields at the District's 112<sup>th</sup> Street property. Keith will be at your meeting to provide an overview of the memo and to answer any questions the Board may have.

- Action Requested: Board of Directors, acting as the Local Contract Review Board:**
- 1) **Approval of the findings to support an exemption from competitive bidding requirements; and**
  - 2) **Approval of an exemption from public bidding requirements and authorization to use alternative contracting method for the 112<sup>th</sup> Street Athletic Field project in accordance with the State of Oregon competitive bidding requirements outlined in ORS 279C.335.**

**Agenda Item #7 – Consent Agenda**

Attached please find Consent Agenda items #7A-F for your review and approval.

- Action Requested: Approve Consent Agenda Items #7A-F as submitted:**
- A. **Approve: Minutes of April 4, 2011 Regular Meeting**
  - B. **Approve: Monthly Bills**
  - C. **Approve: Monthly Financial Statement**
  - D. **Approve: Authorization to Bid 112th Street Building Renovation and Site Improvement Projects**
  - E. **Approve: Resolution Initiating Condemnation of a Property for the Westside Trail Project**
  - F. **Approve: Intergovernmental Agreement for Fanno Creek Trail / Hall Boulevard Crossing Feasibility Study**

**Agenda Item #8 – Unfinished Business**

**A. Bond Program**

Attached please find a memo from Hal Bergsma, Director of Planning, Keith Hobson, Director of Business & Facilities, and Bruce Barbarasch, Superintendent of Natural Resources & Trails

Management, providing an update regarding recent activities centered around the Bond Program. Hal, Keith, and Bruce will be at your meeting to provide an overview of the memo and to answer any questions the Board may have.

**Action Requested: No action requested. Board information only.**

**B. General Manager's Report**

Attached please find the General Manager's Report for the May Regular Board meeting.

**Other Packet Enclosures**

- [Management Report to the Board](#)
- [Monthly Capital Report](#)
- [Monthly Bond Capital Report](#)
- [System Development Charge Report](#)
- [Newspaper Articles](#)



[4]

## MEMO

**DATE:** April 19, 2011  
**TO:** Doug Menke, General Manager  
**FROM:** Keith Hobson, Director of Business & Facilities

**RE:** **Request for Exemption from Competitive Bidding Process for Athletic Fields Construction Project**

### Introduction

Staff requests that the Board of Directors hold a public hearing to review the findings in support of, and approve, an exemption from the Competitive Bidding process for the construction of athletic fields at 112<sup>th</sup> Street, in accordance with the State of Oregon exemption process pursuant to ORS 279C.335.

### Background

As part of the lease agreement with the Portland Timbers, the Timbers are required to construct a synthetic turf "Public Field." At the end of the Public Field's construction, the field will be as the name describes: a "public field" under the control of the District and available for use by the public.

The Timbers have informed the District that construction of the Public Field can be done at a substantial savings resulting from the relationships the team has developed in making the improvements to JELD-WEN Field (formerly PGE Park). The Timbers (and THPRD staff) believe these same cost savings would not result if the Timbers were required to go through the "competitive bidding requirements" typically imposed on public improvement projects.

### Proposal Request

Staff requests the Board of Directors, acting as the Local Contract Review Board (LCRB), conduct a public hearing to review the findings in support of an exemption from the Competitive Bidding process for the construction of the "Public Field" athletic field at 112<sup>th</sup> Street, in accordance with the State of Oregon exemption process pursuant to ORS 279C.335. The exemption will permit the Timbers, on behalf of the District, to directly solicit proposals from qualified contractors as opposed to going through a public solicitation process.

Prior to final adoption of the findings required for the public bid exemption, the Board must hold a public hearing for the purpose of taking comments on the draft findings. Staff has published the public hearing notice for the purpose of taking comments on the draft findings.

In addition, staff is requesting that the Board exempt from competition the award of a specific contract, and authorize an alternative method of contracting.

### **Findings to Support Exemption from Competitive Bidding**

The attached Exhibit A includes the draft findings that support an exemption in accordance with ORS 279C.335(2) as prepared by the District's legal counsel. Copies of the final findings will be presented to the Board prior to or at the Board meeting.

### **Benefits of Proposal**

An exemption from competitive bidding will result in a substantial savings to the District in the construction and development of the "Public Field."

In addition, Oregon contracting law requires that a post-project evaluation be submitted to the LCRB within 30 days of completion of the project. This evaluation will compare the use of the alternative contracting method compared to a traditional competitive bidding method, providing an objective assessment of the successes and failures of the contracting method used for this particular project.

### **Potential Downside of Proposal**

There is no apparent downside to the proposal.

### **Action Requested**

Board of Directors, acting as the Local Contract Review Board:

- 1) Approval of the findings to support an exemption from competitive bidding requirements;  
and
- 2) Approval of an exemption from public bidding requirements and authorization to use alternative contracting method for the 112<sup>th</sup> Street Athletic Field project in accordance with the State of Oregon competitive bidding requirements outlined in ORS 279C.335.

## **Findings Justifying an Exemption from Traditional Competitive Bidding**

### Introduction

An invitation to bid process is generally required in order to award public improvement contracts under Oregon law. ORS 279C.300 and 279C.335(1). However, a local contract review board (“Board”) may award a public improvement contract according to an alternative process if it grants an exemption in accordance with state law. ORS 279C.335(1)(b).

Pursuant to ORS 279C.335(2)(a) and (b), a Board must be able to make two findings in order to authorize an exemption:

1. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and
2. The award of a public improvement contract under the exemption will likely result in substantial costs savings to the contracting agency.

According to ORS 279C.330, the term “findings” under ORS 279C.335 means “the justification for a contracting agency conclusion that includes, but is not limited to, information regarding:”

1. Operational, budget and financial data;
2. Public benefits;
3. Value engineering;
4. Specialized expertise required;
5. Public safety;
6. Market conditions;
7. Technical complexity; and
8. Funding sources.

Not all eight topic areas may be relevant or pertinent to a particular exemption. These findings address those categories that are relevant to the athletic fields contract.

### Background

As discussed in the staff report, the Portland Timbers have leased property from the District. As part of that lease, a licensed contractor will construct a grass soccer field on the Timbers’ behalf for the team’s exclusive use (the “Timbers Field”). The Timbers will use this field as a practice field. The lease also requires the Timbers to deliver a synthetic turf field and an associated parking lot for public use (the “Public Field”). The District will pay money towards the cost of the Public Field and the District will have exclusive control of the Public Field, subject to the Timbers’ nonexclusive right to use the Public Field at certain times.

The Public Field is a “public improvement” because it is being built with some public money and because it is being built for the District’s benefit. Therefore, ORS Chapter 279C applies to it and governs its award. As outlined above, ORS 279C.330 and ORS 279C.335 permit exemptions

from competitive bidding if a Board can make certain findings. As these findings demonstrate, exempting the Public Field contract from the traditional bidding process will not likely encourage favoritism or substantially diminish competition and will likely result in substantial cost savings to the District.

JELD-WEN Field in Portland is being renovated in order to accommodate the demands of the Timbers, a Major League Soccer franchise. Turner Construction (“Turner”) is the contractor performing the renovation. Turner built the Rose Garden arena in addition to other large sports-related facilities throughout the world. Turner will construct the Timbers Field. The Timbers discussed the Public Field project with Turner. Ultimately, it appears that Turner can construct the Public Field at a cost well below what the market price for such work would be if it were traditionally bid.

Architectural Cost Consultants, LLC (“ACC”) – a neutral third-party with no stake in this project - estimated that the market cost for the Public Field is roughly \$1.88 million.<sup>1</sup> This cost assumed a construction start date of spring/summer 2011. ACC stated that if construction is delayed beyond spring/summer 2011, its estimate must be increased by at least three percent. Based on Turner’s estimates, it could deliver the Public Field for approximately \$1.59 million.<sup>2</sup> This is roughly 15 percent less than what ACC estimated the Public Field would cost if it were competitively bid. If the Public Field were delivered through a traditional bidding process, staff believes it is highly unlikely that construction would begin this spring/summer. Rather, it would likely be delayed until spring 2012. Therefore, if the contract is exempted and Turner begins constructing the Public Field this spring/summer, the costs would likely be between 18 and 19 percent less than ACC’s estimate after accounting for the year delay. In addition, the District will realize cost savings by avoiding the preparation and processing costs that accompany traditional competitive bidding.<sup>3</sup> For all of these reasons and as described further below, exempting the contract from traditional competitive bidding and awarding the contract to Turner will result in substantial cost savings to the District.

The reality is that the Timbers’ relationship with Turner Construction allows the Public Field to be built at a cost to the public that is well below what another contractor would charge. Because the cost savings are directly tied to the Timbers’ relationship with Turner Construction, the exemption is unlikely to encourage favoritism or substantially diminish competition because there is effectively no competition for the contract. Because of its business relationship with the Timbers, and Turner’s relationship with the District’s exclusive provider of synthetic turf, only Turner Construction could complete the Public Field and provide the substantial cost savings described above.

In addition, because there is only one Major League Soccer team in the Portland metropolitan area, only the Timbers have the incentive and the money necessary to develop additional athletic

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<sup>1</sup> Architectural Cost Consultants, LLC’s report is available for review and will be presented to the Board at its May 2 hearing. This figure assumes prevailing wages are paid to complete the Public Field and includes bonding costs as well. The report also assumes that one contractor will build both the Timbers Field and the Public Field.

<sup>2</sup> Staff and the District’s legal counsel met with Turner and reviewed its cost estimates to verify them and ensure that an accurate “apples to apples” comparison was made to ACC’s estimate. Turner’s estimates for the Public Field assume prevailing wages will be paid and include bonding costs associated with public improvements.

<sup>3</sup> ACC’s estimate assumed the project would be competitively bid.

fields and facilities within THPRD's service area. This is a unique opportunity for the District to enhance its facilities at a significantly reduced cost to taxpayers. The Timbers were the only party to initiate a feasible concept for the development of the Public Field. As a result, there is no favoritism and no reduction of competition because no one else but the Timbers – and by extension Turner Construction - can complete the project for what it will cost the District.

### Findings

1. Operational, budget and financial data. The District has limited funds to do the variety of tasks expected of it by its constituents, including those relating to public improvements. Costs for preparing a formal public improvement bid can amount to a significant percentage of a project's overall cost. Preparing and processing formal bids can reach as high as five percent of a project's overall cost. By avoiding the traditional bidding process, those costs are saved and may be applied to the actual construction of the improvements or other projects. It is reasonable to assume that a pool of contractors for the Public Field effectively does not exist for the price Turner can deliver the improvement (i.e. a pool that could complete the project for approximately 20 percent less than what the District would otherwise expect to pay). Therefore, it would be irrational and a significant waste of precious public dollars for the District to incur the costs associated with a traditional bidding process.

Operationally, the District is partnering with the Timbers to construct the Public Field. As part of their lease with the District, the Timbers are responsible for delivering the Public Field by a date certain and at a fixed cost to the District. The Timbers will manage the Public Field's construction on the District's behalf. As discussed above, the Timbers can leverage their relationship with Turner Construction to deliver the Public Field at a price well below what it would otherwise cost.

2. Public benefit.

The exemption will benefit the public because time will be saved by not formally bidding the project. This allows the project to be completed and permits the public to use and benefit from the Public Field sooner than would normally be possible, and avoids a three to four percent increase in construction costs if the Public Field were built next spring. As discussed above, money will also be saved by avoiding the formal bidding process. In addition, the opportunity to have top-tier professional athletes practicing in THPRD's facilities will engender interest in the District's facilities and publicize their existence, thus allowing THPRD to serve more patrons and fulfill its mission of providing high-quality park and recreation facilities, programs, services and natural areas that meet the needs of the diverse communities it serves. The new fields also will help address current and future demand from soccer groups for additional field space in the District's service area. Finally, the presence of the Timbers will initially benefit the local economy by providing much-needed jobs during construction. Later, the local economy will benefit as athletes, staff and spectators patronize local businesses.

3. Value engineering.

Value engineering is a systematic method employed in certain projects to increase efficiencies, improve functionality and reduce costs. In the public improvement context, it is typically applied to projects with several interrelated specifications and is typically employed when a contractor is either responsible for a design (e.g. design-build contracts) or is an early participant in engineering and design (e.g. CMGC contracts). Because the Timbers will be investing money in the project, it will have every incentive to take advantage of value engineering opportunities.

4. Specialized expertise required.

The Public Field project requires specialized expertise. Modern athletic fields require significant amounts of engineering in order to ensure their durability and functionality. This is especially true in the Willamette Valley, where drainage is a preeminent issue. In addition, the Public Field will use a specific type of artificial turf called FieldTurf and only certified contractors may install the FieldTurf product. Specialized expertise is also necessary because the Timbers will be constructing their practice field directly adjacent to the location of the Public Field. As mentioned above, Turner's resume includes many high profile sports-related projects. The firm is the prime contractor for the JELD-WEN Field renovations, it built the Rose Garden arena and more recently built the new Yankees Stadium. Turner unquestionably possesses the expertise necessary to construct the Public Field and coordinate its construction with the construction of the Timbers Field.

5. Public safety.

By using the same contractor for both the Timbers practice field and the Public Field, the safety risks associated with having multiple contractors working under separate contracts in a restricted area adjacent to other park facilities are greatly minimized.

6. Market conditions.

Current market conditions are forcing contractors to actively seek work outside of their typical areas of focus and they are consequently providing very low bids to public agencies. For public improvement contracts, bids have generally been lower than expected in the past couple years, sometimes significantly lower than an engineer's estimate. Sometimes unqualified contractors are submitting these bids and performing the work, resulting in mistakes and a high number of change order requests. Using a preeminently qualified contractor will best ensure that current market conditions do not yield a substandard public improvement.

7. Funding sources.

The Public Field is being funded with both public and private money. For their share, the Timbers have negotiated an arrangement with Turner Construction that ultimately saves the Timbers and the District money. It is not reasonably possible to access alternative funding sources and obtain the additional funding that would be necessary to construct the Public Fields without the Timbers and their relationship to Turner Construction.

8. Pilot project.

The District and the Timbers will be a party to the construction contract for the Public Field. This is the first time that the District has partnered with a private entity to complete a facility. While the exemption is very likely to save the District money as discussed above, District staff will determine whether this partnership approach actually results in substantial cost savings and if so, whether similar approaches would benefit THPRD in the future.

Conclusion

It is reasonable and appropriate to exempt the Public Field contract from traditional competitive bidding. Competition effectively does not exist for the contract and the exemption will likely result in significant cost savings to the District. In addition, the three party contract to complete the Public Field is a pilot project under ORS 279C.335(2)(c) and staff will determine whether this alternative contracting method results in actual cost savings.



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

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was held at the HMT Recreation Complex, Peg Ogilbee Dryland Training Center, 15707 SW Walker Road, Beaverton, on Monday, April 4, 2011. Executive Session 5:30 p.m.; Regular Meeting 7:00 p.m.

Present:

William Kanable	President/Director
Bob Scott	Secretary/Director
Joseph Blowers	Secretary Pro-Tempore/Director
John Griffiths	Director
Larry Pelatt	Director
Doug Menke	General Manager

### **Agenda Item #1 – Executive Session (A) Personnel (B) Legal (C) Land**

President, Bill Kanable, called Executive Session to order for the following purposes:

- To consider the employment of a public officer, employee, staff member or individual agent,
- To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, and
- To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Executive Session is held pursuant to ORS 192.660(2), which allows the Board to meet in Executive Session to discuss the aforementioned issues.

President, Bill Kanable, noted that representatives of the news media and designated staff may attend the Executive Session. All other members of the audience were asked to leave the room. Representatives of the news media were specifically directed not to disclose information discussed during the Executive Session. No final action or final decision may be made in Executive Session. At the end of the Executive Session, the Board will return to open session and welcome the audience back into the room.

### **Agenda Item #2 – Call Regular Meeting to Order**

President, Bill Kanable, called the Regular Meeting to order at 7:05 p.m.

### **Agenda Item #3 – Action Resulting from Executive Session**

**Bob Scott moved the Board authorize staff to acquire a site in the southeast quadrant of the District next to an existing park pursuant to the terms of a purchase and sale agreement previously signed by the District and the seller. Larry Pelatt seconded the motion. Roll call proceeded as follows:**

Joe Blowers	Yes
John Griffiths	Yes
Bob Scott	Yes

Larry Pelatt            Yes  
Bill Kanable            Yes

The motion was **UNANIMOUSLY APPROVED**.

#### **Agenda Item #4 – Presentations**

##### **A. Beaverton Police Department Citizen Commendation Award: Allison Berg**

Doug Menke, General Manager, introduced Beaverton Chief of Police, Geoff Spalding, to present the Beaverton Police Department's Citizen Commendation Award to Allison Berg, Head Lifeguard and Instructor at Beaverton Swim Center, for her response to a victim of a serious traffic accident on 158<sup>th</sup> Avenue on October 10, 2010.

Chief Spalding described how Allison Berg helped an injured driver involved in the traffic accident previously referenced, noting that Allison's assistance prevented the driver from potentially having even greater injuries. For these acts, Allison was chosen for the Citizen Commendation Award, which recognizes Beaverton citizens that go above and beyond in demonstrating courage and devotion to the community.

- ✓ Allison thanked Chief Spalding and Board of Directors for the recognition this evening.

##### **B. Special Districts Association of Oregon Outstanding Service Award – Volunteer Category: Janet Allison**

Doug Menke, General Manager, introduced Janet Allison, noting that she was recently honored with the Special Districts Association of Oregon (SDAO) Outstanding Service Award in the Volunteer category. This award recognizes extraordinary, sustained volunteer contributions to a special district.

Doug noted that Janet has served on a number of boards and committees for the Park District, including as current Chair of the Tualatin Hills Park Foundation, as well as extensive personal involvement in a variety of church activities and community benefits. A video shown at the SDAO awards banquet was played. Doug read a letter from Len Clarke on behalf of the baseball community, commending Janet's volunteerism, and congratulated Janet on receiving this prestigious award.

- ✓ Janet commented that she accepts the award on behalf of all volunteers; especially those involved in the Park District and Park Foundation, and thanked the Board of Directors for the recognition this evening.

##### **C. Trails Advisory Committee**

Doug Menke, General Manager, introduced Wendy Kroger, Chair of the Trails Advisory Committee, to present to the Board of Directors the activities of the Committee during the past year as well as their goals for the coming year.

Wendy provided a detailed overview of the Trails Advisory Committee's current focuses as well as their goals for the future via a PowerPoint presentation, a copy of which was entered into the record, and which included the following topics:

- Current committee membership
- The Committee advocates for trails both inside and on the edges of the Park District's boundaries
- Mechanical use trail counter results
  - In general, summer and weekends show the most trail use.
  - The most popular times of use are 9 a.m. on the Rock Creek Trail, 3 p.m. and 4 p.m. on the Fanno Creek Trail at 92<sup>nd</sup> Avenue, and 4 p.m. and 5 p.m. at Greenway and Scholls Ferry Road.

- In July 2010, the mechanical counter at Greenway Park at Scholls Ferry Road counted over 17,000 hits in one month.
- From June to December 2010, there were over 121,000 hits at Greenway Park at Scholls Ferry Road, and almost 124,000 on the Rock Creek Trail.
- Areas of impact:
  - Progress made on midblock crossings
  - Field work done by the Committee
  - Third annual Ride into Spring is taking place on May 14, 2011
- Future focuses and activities:
  - Implementation of new signage
  - Fanno Creek Hall Boulevard crossing study
  - Ribbon cutting ceremony for newly completed segments of the Fanno Creek Trail
  - Counts and surveys are being planned for the intersection of Scholls Ferry Road, Allen Boulevard, and 92<sup>nd</sup> Avenue.

In addition, three handouts were entered into the record: *Trails Advisory Committee, 2011 Trails Advisory Committee Plan of Action*, and *Trails Advisory Committee 2011 Annual Calendar*. Wendy offered to answer any questions the Board may have.

Joe Blowers asked for additional information regarding the planned surveys and counts for the intersection of Scholls Ferry Road, Allen Boulevard, and 92<sup>nd</sup> Avenue.

- ✓ Wendy replied that there is a section of trail that ends near that intersection without sidewalks available in some places. Now that the Garden Home segment is completed, the Committee wants to explore what can be done for this location as well.

#### **Agenda Item #5 – Audience Time**

There was no testimony during Audience Time.

#### **Agenda Item #6 – Board Time**

There were no comments during Board Time.

#### **Agenda Item #7 – Consent Agenda**

**Larry Pelatt moved the Board of Directors approve Consent Agenda items (A) Minutes of March 7, 2011 Regular Meeting, (B) Monthly Bills, (C) Monthly Financial Statement, (D) Conestoga Recreation & Aquatic Center Shared Parking Agreement with Beaverton School District Including Easements, (E) Bid Award for Pedestrian Pathway and Parking Lot Replacements, (F) Proclamation of National Water Safety Month, (G) Authorization to Bid Fanno Creek Trail Project, and (H) Washington County Request for Road Right-of-Way, Permanent Easements and Temporary Construction Easements in Allenbach Acres Park and Bethany Lake Park for the 185<sup>th</sup> Avenue Widening Project. Bob Scott seconded the motion. Roll call proceeded as follows:**

<b>John Griffiths</b>	<b>Yes</b>
<b>Joe Blowers</b>	<b>Yes</b>
<b>Bob Scott</b>	<b>Yes</b>
<b>Larry Pelatt</b>	<b>Yes</b>
<b>Bill Kanable</b>	<b>Yes</b>

**The motion was UNANIMOUSLY APPROVED.**

#### **Agenda Item #8 – Unfinished Business**

##### **A. Conestoga Recreation & Aquatic Center Construction Contract**

Hal Bergsma, Director of Planning, provided an overview of the memo included within the Board of Directors information packet regarding the bid process for the Conestoga Recreation & Aquatic Center expansion project funded via the 2008 Bond Measure. Hal noted that staff is

requesting authorization for the General Manager or his designee to execute the contract with Skyward Construction Inc., for the amount of \$3,640,000. The cost estimate for the 100% construction bid documents is \$3,678,158. Brown Contracting Inc. had the lowest bid at \$3,563,356, but was deemed “not responsible” as their list of example projects had very few buildings; mostly site and concrete work. Hal noted that a memo is at the Board members’ places this evening providing an overview of the bid process and a review of the apparent low bidder, Brown Contracting Inc., a copy of which was entered into the record.

Mark Hokkanen, Risk & Contract Manager, provided a detailed overview of the public bidding process and how a bidder is determined to be “not responsible” or “non-responsive.” He noted that under Oregon law, public improvement contracts are to be awarded to the lowest, responsive and responsible bidder. Oregon statute identifies nine specific areas or standards that a contracting agency needs to complete in order to determine the lowest responsible bidder, which includes appropriate resources, personnel and expertise, having a satisfactory record of integrity, experience in the type of project, as well as being legally qualified in the State of Oregon with proper licensing and insurance. In reviewing the bids received, staff found that Brown Contracting had the lowest bid and was responsive, meaning that it met the bid qualifications in terms of the paperwork requested and met the terms of the proposal. However, Brown Contracting were found to be not responsible in terms of the criteria previously mentioned, particularly in the areas of satisfactory record or appropriate resources for this particular project. Mark noted that this is not a disqualification from consideration of future projects, but only relates to this particular project.

John Griffiths asked what specific areas Brown Contracting was found not responsible.

- ✓ Mark replied that most of the work experience they showed in their proposal was flat work or concrete work, and this project entails a building.
- ✓ Peter Foster, Park Planner and Project Manager, noted that Brown Contracting has extensive experience in concrete work, including train stations and pavilions, but not buildings. Although they did list two buildings, one was a 2,000’-3,000’ warehouse and the other building, from what he could determine, was owned by the contractor.

John asked for confirmation that the Park District was seeking bidders with experience in renovating existing structures.

- ✓ Peter replied that the emphasis was on government buildings, government buildings being remodeled, recreation centers, and particularly buildings being remodeled that are remaining occupied, which presents unique challenges.

President, Bill Kanable, opened the floor for public testimony.

Sean Emrick, 29534 Airport Road, Eugene, is before the Board of Directors this evening representing Brown Contracting. Sean stated that Brown Contracting’s bid is approximately \$76,000 lower than the bid being recommended this evening. He provided background information on the company, noting that they have been in business for over 14 years and have successfully completed over \$50 million worth of projects, 85% of which were for public works. If he had to use one word to describe Brown Contracting, it would be “quality.” As a company, they provide full health, dental and disability insurance to all of their employees at no cost. He feels it is important for the Board to know this in order to understand what is important to their company, which is doing the right thing. Their belief is that good benefits and a good retirement plan will attract quality employees and retain them. The employees in turn care for the company they work for and the quality of their work. He stated that these are tough economic times and that Brown Contracting is working hard to get good jobs and keep their employees employed with benefits. They spent over two weeks working full time on the bid for this project. A lot of time and effort went into the bid and it was significantly lower than the next bidder. He asks that

the Board please reevaluate the proposal to use the second place bidder, noting that the Park District does not need to spend the extra money on the second place bidder when they have a first class, quality contractor that submitted a bid for less. He questioned whether Skyward Construction is being awarded the bid because they have worked for the Park District in the past. He noted that Brown Contracting submitted a good bid and is licensed, bonded and insured and meet all of the requirements of the specifications. Brown Contracting has worked on projects in excess of \$10 million and has built office buildings from the ground up. At the very least, he asks that the Board consider that Brown Contracting has a surety company that provides a 100% performance bond. He stated that Brown Contracting is a good company that does quality work. They would appreciate the chance to work with the Park District and would do a first class job.

Don Brown, 29534 Airport Road, Eugene, is before the Board of Directors this evening also representing Brown Contracting Inc. Don asked to address a few points made by Park District staff. He stated that staff describes the project like it is only about buildings. However, there are only two buildings. One is a women's locker facility of 2,000 square feet and is essentially a concrete box buried underground and Brown Contracting specializes in concrete and excavation. The other building is a fitness classroom addition of roughly 5,000 square feet. It is structural steel and steel framed, which is basic construction. In addition, he estimates that 90% of the work for the fitness classroom will go to subcontractors, and that most likely both Brown Contracting and Skyward Construction would use the same subs. He asks why the Park District would award this project to the second place bidder when Brown Contracting is a licensed, reputable, general contractor that carries liability policies well in excess of that required by the contract. They are also backed by a 100% performance bond as referenced by Sean. Don noted that previous reference was made to Brown Contracting not having satisfactory resources. He stated that they were never asked to submit balance sheets, but that they would be happy to do so. Don stated that Brown Contracting meets every one of the State statute conditions previously listed and that the Park District has an extensive set of project specifications that would protect it from anything that could possibly happen. Brown Contracting would provide a professional team of owner management to enforce those specifications, as well as special inspection firms that review the job. He stated that Brown Contracting needs the job and wants the job and that the Park District will be happy with their services. The Park District's project will be the centerpiece of the company until the job is done. He stated that in 15 years, they have not incurred any owner assessed damages or penalties and neither have their subs. They have never incurred any bond claims or warranty claims. He stated that Brown Contracting is a responsible company and that he has a hard time being called irresponsible, whether or not it is a legal term.

President, Bill Kanable, opened the floor for Board discussion.

Bob Scott asked for clarification regarding a statement within the memo that there were items that were not disclosed regarding disputes.

- ✓ Peter explained that he called all of the contacts that were listed on Brown Contracting's reference list and that the reference for a Portland Development Commission (PDC) project did not return the call until after he had gone through all of the other references and determined that Brown Contracting did not have the specified qualifications. After he had already issued the letter of intent to award to Skyward Construction, the PDC reference called back and stated that the job had gone into some kind of mediation. In the bid documents, there was a place to mark whether a job had some kind of dispute resolution and it was not marked, so staff did not know there was a dispute resolution on the job until after the letter of intent to award was issued.

Larry Pelatt asked for clarification regarding with whom was the dispute.

- ✓ Peter replied that information was not disclosed to him, but it was obviously between the PDC and Brown Contracting.

Larry asked for confirmation that there is a dispute that is currently open or recently settled between the PDC and Brown Contracting.

- ✓ Peter confirmed this, stating that the person he spoke with did not go into a lot of detail other than that there was some kind of dispute resolution. He did not seek further details because the intent to award letter had already been issued to Skyward Construction.

Larry asked whether Brown Contracting had otherwise appeared to meet all of the criteria.

- ✓ Peter replied that Brown Contracting did not meet the criteria of qualifications of having occupied building remodel experience, which was the main basis for the finding of not responsible.

Larry asked for confirmation that Brown Contracting met the responsive issues, but did not meet the experience criteria.

- ✓ Peter confirmed this, noting however that if the mediation issue had been brought up prior, that would have determined Brown Contracting to be non-responsive as well. If there was some mediation or dispute resolution on a job and it was not marked on the bid documents, he would refer to Mark on what the liability is of an incorrect mark.

John Griffiths commented that it appears that, separate from the issue of the dispute resolution, that Brown Contracting was a responsive bidder, but not qualified for the job in the narrow sense that their particular work history does not match well with the project being bid.

- ✓ Peter replied that the work history presented by Brown Contracting was the two buildings he mentioned earlier, and the rest was concrete and site work.

John asked for confirmation that this is the core issue at hand.

- ✓ Peter confirmed this, noting that after receiving the not responsible notification, Brown Contracting provided a list of 48 other projects, and out of those projects there were only two other buildings, and they did not list whether they were the subcontractor or general contractor or what type of work they did on those buildings.

John asked what level of qualifications Skyward Construction has for this project.

- ✓ Peter replied that Skyward Construction has a twelve-page list of projects for government and commercial retail that are all buildings.

John asked if some of those buildings were occupied at the same time they were being renovated or remodeled.

- ✓ Peter replied that the project list is extensive and the scale of projects averaged between \$1 and \$10 million. As an architect, he found it easy to judge that Skyward Construction has experience.

Joe Blowers referenced the memo distributed to the Board this evening and asked for clarification regarding the statement that Pinnell Busch found 10 to 14 of Brown Contracting's unit prices to be an average of 2 to 3 times higher than other bidders and normal industry standards. He asked what relevance this information has.

- ✓ Peter replied that this information was not used as a reason for the determination of not responsible. It was a part of the review process and if Brown Contracting had won the contract, it would be an issue that they would have to negotiate. Peter described the thought process behind using unit prices for a remodeling project.
- ✓ Doug Menke, General Manager, replied that particular information is not specifically germane to the topic at hand.

Joe asked for clarification regarding another statement within the memo regarding Brown Contracting's proposed project schedule.

- ✓ Peter replied that the project duration did not correlate between the schedule and bid documents. This would also need to be addressed during contract negotiations. Their

printed schedule that outlines the scope of work listed the project as 439 days; however, the bid document listed the project as 313 days.

Hearing no further Board discussion, President, Bill Kanable, stated that he would entertain a motion.

**Bob Scott moved the Board of Directors approve to award a contract to Skyward Construction Inc., for the amount of \$3,640,000, and authorize the General Manager or his designee to execute the contract for the construction of the Conestoga Recreation & Aquatic Center expansion project. Larry Pelatt seconded the motion. Roll call proceeded as follows:**

<b>Joe Blowers</b>	<b>Yes</b>
<b>John Griffiths</b>	<b>Yes</b>
<b>Larry Pelatt</b>	<b>Yes</b>
<b>Bob Scott</b>	<b>Yes</b>
<b>Bill Kanable</b>	<b>Yes</b>

**The motion was UNANIMOUSLY APPROVED.**

**B. Resolution Appointing Parks Bond Citizen Oversight Committee Members**

Doug Menke, General Manager, provided an overview of the memo included within the Board of Directors information packet, noting that there are currently three positions available on the Parks Bond Citizen Oversight Committee for appointment. At the March 7, 2011 Regular Board meeting, the Board reappointed three former Committee members to the Committee and requested that staff develop a scoring matrix, to be filled out by each Board member, in order to address the applicants for the three remaining positions for discussion during this evening's meeting. The completed scoring matrix has been provided to the Board, a copy of which was entered into the record.

President, Bill Kanable, noted that the scoring matrix shows that two applicants have tied for third place.

- ✓ Joe Blowers commented that one of the third place applicants only received one ranking of 5<sup>th</sup>, while the other applicant received two 5<sup>th</sup> place rankings. He suggested that the Board appoint the applicant that received only one 5<sup>th</sup> place ranking.

The Board members expressed agreement with this suggestion.

**Joe Blowers moved the Board of Directors appoint Boyd Leonard, Rob Drake, and Matthew McKean to the Parks Bond Citizen Oversight Committee. Bob Scott seconded the motion. Roll call proceeded as follows:**

<b>John Griffiths</b>	<b>Yes</b>
<b>Larry Pelatt</b>	<b>Yes</b>
<b>Joe Blowers</b>	<b>Yes</b>
<b>Bob Scott</b>	<b>Yes</b>
<b>Bill Kanable</b>	<b>Yes</b>

**The motion was UNANIMOUSLY APPROVED.**

**C. Athletic Fields Inventory**

Doug Menke, General Manager, introduced Scott Brucker, Superintendent of Sports, to provide an overview of the memo included within the Board of Directors information packet regarding an inventory of the Park District's athletic fields.

Scott provided a brief overview of the Athletic Fields Inventory Report, noting that staff inventories the athletic fields annually and identifies fields that are considered out of play. The

term “out of play” denotes the loss of available hours necessary to be made up through scheduling changes, allocation changes or field use changes. Not all of the listed athletic fields will be out of play for an entire year; some will be out of play for one sport season, while others for an entire year or lost indefinitely. He noted that in combination with the bond measure projects, creative thinking with the Beaverton School District, and through the work of the Park District’s Maintenance Department, the trend is beginning to reverse itself from losing fields at a high rate to gaining some fields back.

Larry Pelatt asked for the status of the inventory in terms of playability.

- ✓ Scott replied that the unusually large amount of rain the area has been experiencing has presented a struggle. However, between the efforts of the Maintenance Department and cooperation from the user groups, there has not been extensive damage that results in removing fields from play on a long-term basis.

John Griffiths asked whether the current field inventory trend is a true reversal in the loss of fields or just a blip upwards.

- ✓ Scott replied that the Park District is beginning to see more athletic fields come online through the work being done via the 2008 Bond Measure, but that it may be a long time before field inventory levels are back to where they were five years ago. However, the Beaverton School District has finished constructing new buildings and portables for the time being, which was a large factor in why fields were being lost at such a fast pace.

John asked whether Scott foresees any of the School District’s fields that have been lost ever coming back into play.

- ✓ Scott replied that he can think of three that could be eventually brought back. As populations fluctuate, some portables may be removed from other sites as well.

John asked what the addition of one new synthetic turf field does to the calculations.

- ✓ Scott replied that a lit, synthetic turf field is equal to about three grass fields.

President, Bill Kanable, asked about current field quality.

- ✓ Scott replied that because the fields are being used when it is so wet out, quality has been diminished. In addition, there has been a lot more community use on the fields due to changes in recreation when not being used by the affiliated sports groups.

Bill noted that the Park District seems to be maintaining the fields well at this point, but just maintaining. There are areas of difficulty at some of the sites. He asked, given how the District goes through the budgeting process and identifying fields, are there any ways to develop capabilities to repair and enhance some of those sites so that they are more usable?

- ✓ Scott replied that the only way to do that at a reasonable cost is to look at the drainage of some fields. He provided an example of the Waterhouse field, noting that it would be great if the water could be drained away from the field during this time of the year, but because of where the field is located, the surrounding residential properties drain into that low area. Perimeter drainage would need to be explored for this site.

Bill asked whether some of the affiliated sports groups might be willing to fund those types of improvement projects if they were funded via field fees or by adding an amount to the fees to be able to provide additional resources in order to improve the groups’ play.

- ✓ Scott replied that he believes this would be a possibility if the sites were picked carefully.
- ✓ Doug Menke, General Manager, replied that it is a concept that could be pursued, whether the user groups would be willing to consider a designated increase for a specific purpose. He commented that staff could pursue the discussion with the groups, noting that staff will be returning to the Board in the future for the general fee update and that feedback on this concept could be provided at that time as well

#### **D. General Manager's Report**

Doug Menke, General Manager, provided a detailed overview of the General Manager's Report included within the Board of Directors information packet, which included the following topics:

- Metro's Regional Flexible Funds Program
  - Hal Bergsma, Director of Planning, provided a detailed overview of a new process Metro is using to allocate funds from the Regional Flexible Funds Allocation, formerly known as the Metro Transportation Improvement Program.
- Solar Energy Initiatives
  - Keith Hobson, Director of Business & Facilities, provided a brief overview of an ongoing exploration of options for installation of solar arrays to generate electricity.
- Interactive Activities Guide
  - Bob Wayt, Director of Communications & Outreach, provided a live demonstration of the new interactive activities guide now available on the Park District's website.
- Board of Directors/Budget Committee Meetings Schedule

Doug offered to answer any questions the Board may have regarding the General Manager's Report.

#### Solar Energy Initiatives

Larry Pelatt asked what the Park District's net cost will be for this initiative.

- ✓ Keith replied that there will be no net cost to the District; rather, it is more a factor of how long the payback will take. The initial feasibility study for ownership payback was 24 to 39 years. One of the next steps is to go through the detail of the payback. Solar is not considered a high payback, but more of a long-term project.

John Griffiths asked for clarification regarding the Feed-In-Tariff (FIT).

- ✓ Keith replied that the FIT allows the District to sell the energy back onto the grid at a much higher rate resulting in a net payback. For the two small arrays that the District is hoping to get reservations, the FIT rate is \$0.49 per kilowatt hour, while the actual net cost is \$0.07 per kilowatt hour.

Larry asked for clarification regarding paying for and maintaining the solar arrays and how that impacts the payback schedule.

- ✓ Keith replied that the District would also be exploring submitting a Request for Proposals (RFP) for a third-party owner so that the District does not have the responsibility of owning the equipment. However, the District would lose a lot of the revenue stream with that option as well. Staff will evaluate which option has the highest benefit to the District.

John asked whether the District is involved in the City's Solar Beaverton effort.

- ✓ Keith replied that it is primarily a residential program.

President, Bill Kanable, commented that when paying upfront for solar arrays, the cost benefit does not come out very well; however, when the tax savings and credits are factored in, the payout is slightly better.

- ✓ Larry replied that it is a significant payback period and 24 years seems like a far reach.
- ✓ Keith responded that is one of the reasons solar was not included in the initial energy savings performance contract, because it did not hit the payback threshold. However, staff is attempting to find a way to accommodate it under the District's sustainability initiatives.

Bill noted that not owning the equipment makes it a little more attractive because technology changes and with a payback of 24 to 39 years, he is not sure that ownership is in the District's best long term interest.

- ✓ Keith replied that hopefully through the RFP process a shorter payback period will be identified.

## **Agenda Item #9 – New Business**

### **A. Aging Facilities Study**

Keith Hobson, Director of Business & Facilities, introduced Ann Mackiernan, Operations Analysis Manager, and Todd Chase, Economist for FCS Group, the project consultant, to provide an overview of the Aging Facilities Assessment Pilot Project Findings Report included within the Board of Directors information packet. The report is the result of a need to develop a means of analyzing the cost and benefits of maintaining, or possibly enhancing, existing facilities versus the cost and benefits of replacing those facilities. Staff contracted FCS Group to conduct a pilot study on the Garden Home Recreation Center with the intent that this study would provide a methodology that could be used on other facilities.

Ann and Todd provided a detailed overview of the report via a PowerPoint presentation, a copy of which was entered into the record, noting that in the case of Garden Home Recreation Center, the study showed that the preferred results are to continue routine maintenance on the facility only. The second ranked option for the site is a complete building replacement, with functional upgrades/remodel being the least attractive option. Ann and Todd offered to answer any questions the Board may have.

Bob Scott asked what other aging facilities have been studied.

- ✓ Doug Menke, General Manager, replied that all of the Park District's facilities have been reviewed via the energy savings performance contract and for seismic upgrades. However, for this particular study, Garden Home was a great facility to start with as it has its own complexities and is a great base tool by which to move forward.
- ✓ Keith replied that another reason Garden Home was chosen was due to the request for an expansion project that had been submitted some time ago, which provided the project data to use for the expansion model.

John Griffiths commented that the results of the study presented value differentials so small that given the cost of raising enough funds for a replacement facility, the District most likely would never do anything but the year-to-year maintenance of the facility. Under this model, the District would never change Garden Home, so there has to be some factor that comes into play that has not been incorporated into the model. Certain events are eventually going to cause an outlay under certain timing that would provoke either a major functional upgrade or replacement of the facility, and he does not see the model capturing that at this point.

- ✓ Keith replied that what the model did show was that although the incremental was not large, considering the huge incremental capital costs versus the high incremental return of a new facility, it was almost a wash with keeping the existing facility functional. In addition, from a life cycle costing perspective, the model showed that it is disadvantageous on all three discount rate scenarios to make minor investments in expanding the facility. The study did answer the specific question of whether to complete minor expansions to the facility or just keep it going until the District is ready to replace it.

John replied that the question still needs to be answered regarding at what point the District stops maintaining a facility year-to-year and builds a new facility instead.

- ✓ Todd replied that he believes if the model were taken out 50 years, it would probably show a bigger disparity between building a new facility versus maintaining the existing.

John noted that eventually the Park District's facilities are going to be replaced, and likely with bigger and better facilities than what currently exists. The District needs to try to answer the questions of when and how much for these new facilities.

- ✓ Keith replied that the short answer is that the model is saying that if the District had the funds to replace the facilities now, it should go ahead and do so, as the life cycle costing is showing that it is just as expensive to maintain the existing facility and get the current rate of return as to replace it and move forward.
- ✓ President, Bill Kanable, noted that the study does provide the justification if the District were to seek funding for a new facility, that the current facility costs that much just to maintain it.

John replied that his point is that the model simply says that if the District continues to maintain the facility that it will be usable forever, but this is not really the case. It cannot last forever. The District needs to find out at what duration that model breaks down. At what point does it not matter how much funds are put into maintenance, it is not going to take care of the issues or will become completely inefficient.

- ✓ Keith replied that he believes the answer to that question might be found by running the scenario again in three or four years, because the reality is that the District is not going to have the funds to replace a facility during that time anyway. If we continue to run the model, we will eventually see the point where it is becoming a lot more expensive to maintain the existing facility, which will in turn tell us that we are at the point where a replacement is much more imminent. Keith noted that he does not believe the District will ever have a model that points out an exact date for replacement.
- ✓ Larry Pelatt commented that there are also some non-monetary issues that cannot be quantified, such as aesthetics, patron feedback, and other aspects that cannot be assigned a value in order to plug into the model. He thinks the model works fairly well and agrees with the concept of running it every three to four years. Eventually the point will come that the numbers show that it makes sense to tear down the facility and build a new one. However, it will take a significant amount of time in order to raise the funds to do just that.

John stated that he can provide a model that figures out what is the annuity that he has to generate every year in order to equate a future value of \$30 million. That is what this model does. It says that if the District contributes a certain amount every year and discounts it back at 3, 4 or 5%, the present value is going to equate to roughly what \$30 million is discounted by however many years. That model works as long as the building is sustainable and that the yearly contributions keep the facility current in all of its needs, maintenance, and safety requirements. But what the model is ignoring is the fact that the largest expenses, such as consumer taste, demands for the building, and earthquake upgrades, are so huge that it is impossible to take care of them with \$900,000 a year. We need to be able to forecast those kinds of expenses. These buildings will not last forever, no matter how well they are maintained, and they certainly would not meet the changing needs for the future population. He is looking for a model that helps the District predict large out-of-pocket expenses, whether or not the District has the funds to address them. He believes it is apparent that the District's next bond measure is going to need to address the District's facilities and better information to express that need is going to be necessary.

- ✓ Bill agreed, noting that it is a lot to ask of residents to contribute \$30 million for a replacement of Garden Home and that the District will need to be able to justify the long term investment and sell it to the voters.

Keith noted that when the District started the process for this study, one of the main questions to answer was whether the District should consider the expansion of Garden Home and the study did answer that question.

**Agenda Item #10 – Adjourn**

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

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Bill Kanable, President

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Bob Scott, Secretary

Recording Secretary,  
Jessica Collins

Tualatin Hills  
Park & Rec.

Accounts Payable  
Over \$1,000.00

March 31, 2011  
Summary

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
252538	03/01/11	Recreation Resource, Inc. <b>Capital Outlay-Athletic Facility Replacement</b>	1,029.00 <b>\$ 1,029.00</b>
253008	03/25/11	Grimm's Fuel <b>Capital Outlay-Bethany Lake Community Garden Expansion</b>	3,000.00 <b>\$ 3,000.00</b>
252579	03/04/11	Architects Barrentine	6,709.17
252842	03/15/11	Pinnell Busch, Inc.	6,027.68
252941	03/22/11	OPSIS Architecture, LLP	15,811.59
253025	03/25/11	Peterson Structural Engineers, Inc. <b>Capital Outlay-Bond-Facility Expansion &amp; Improvements</b>	2,795.00 <b>\$ 31,343.44</b>
252625	03/04/11	Lawyers Title of Oregon, LLC	3,400.00
252785	03/15/11	Charbonneau Engineering, LLC	2,900.00
252848	03/15/11	Real Property Consultants	3,000.00
252995	03/25/11	Assessment Associates, Inc.	1,750.00
253138	03/31/11	Zell & Associates <b>Capital Outlay-Bond-Land Acquisition</b>	3,200.00 <b>\$ 14,250.00</b>
252828	03/15/11	Native Ecosystems NW, LLC	7,865.80
252994	03/25/11	Ash Creek Forest Management, LLC	1,890.00
253018	03/25/11	Native Ecosystems NW, LLC <b>Capital Outlay-Bond-Natural Resources Projects</b>	2,070.00 <b>\$ 11,825.80</b>
252599	03/04/11	David Evans & Associates, Inc.	8,367.31
252628	03/04/11	MacKay & Sposito, Inc.	13,292.01
253014	03/25/11	MacKay & Sposito, Inc. <b>Capital Outlay-Bond-New/Redeveloped Community Parks</b>	4,427.67 <b>\$ 26,086.99</b>
252616	03/04/11	GreenWorks, PC	20,323.98
252620	03/04/11	J.D. Walsh & Associates	10,677.00
252625	03/04/11	Lawyers Title of Oregon, LLC	1,000.00
252633	03/04/11	MIG	2,752.38
252778	03/15/11	City of Beaverton	5,750.00
253011	03/25/11	J.D. Walsh & Associates	3,319.50
253023	03/25/11	Otak, Inc.	6,596.60
253118	03/31/11	GreenWorks, PC	7,641.48
253122	03/31/11	OR Dept of State Lands <b>Capital Outlay-Bond-New/Redeveloped Neighborhood Parks</b>	22,456.00 <b>\$ 80,516.94</b>
252599	03/04/11	David Evans & Associates, Inc.	15,822.55
252628	03/04/11	MacKay & Sposito, Inc.	28,114.88
252671	03/04/11	Vigil-Agrimis, Inc.	2,940.00
252672	03/04/11	Washington County	3,148.26
253014	03/25/11	MacKay & Sposito, Inc.	21,838.40
253043	03/25/11	Walker Macy <b>Capital Outlay-Bond-Trails/Linear Parks</b>	25,345.89 <b>\$ 97,209.98</b>
252810	03/15/11	JP Contractors, Inc. <b>Capital Outlay-Bond-Youth Athletic Development</b>	12,005.20 <b>\$ 12,005.20</b>

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
252563	03/04/11	NW Natural	2,046.60
252568	03/04/11	3J Consulting, Inc.	1,922.85
252673	03/04/11	Weddle Surveying, Inc.	5,380.00
252767	03/15/11	3J Consulting, Inc.	16,169.68
252838	03/15/11	Pacific Habitat Services, Inc.	3,955.28
252872	03/15/11	City of Beaverton	1,982.32
252975	03/24/11	Scott Edwards Architecture, LLP	15,830.96
252999	03/25/11	Brian C Jackson, Architect, LLC	4,000.00
253010	03/25/11	Hoffman Southwest Corp	1,500.00
		<b>Capital Outlay-Building Improvements</b>	<b>\$ 52,787.69</b>
252574	03/04/11	Anderson Roofing Co., Inc.	6,000.00
		<b>Capital Outlay-Building Replacements</b>	<b>\$ 6,000.00</b>
252825	03/15/11	McKinstry Essention, Inc.	16,599.09
		<b>Capital Outlay-Energy Savings Performance Contract</b>	<b>\$ 16,599.09</b>
252627	03/04/11	Lincoln Equipment, Inc.	1,380.00
252812	03/15/11	Knorr Systems, Inc.	2,925.00
252968	03/24/11	Klass Tech, LLC	1,600.00
252998	03/25/11	Best Buy Co., Inc.	1,455.90
		<b>Capital Outlay-Facility Challenge Grants</b>	<b>\$ 7,360.90</b>
252600	03/04/11	DeaMor Associates, Inc.	9,945.35
		<b>Capital Outlay-HMT Administration Building Skylight</b>	<b>\$ 9,945.35</b>
252542	03/01/11	Sitelines Park & Playground	8,376.75
252641	03/04/11	Oregon Corrections Enterprises	1,953.76
252654	03/04/11	Recreation Resource, Inc.	6,570.00
252752	03/10/11	Pacific Fence & Wire Co.	1,787.27
252802	03/15/11	GreenWorks, PC	12,012.89
253013	03/25/11	MacKay & Sposito, Inc.	2,631.16
		<b>Capital Outlay-Park &amp; Trail Replacements</b>	<b>\$ 33,331.83</b>
252578	03/04/11	Architects Barrentine	1,360.98
		<b>Capital Outlay-Remodel HMT Administration Reception Area</b>	<b>\$ 1,360.98</b>
252532	03/01/11	Alta Planning & Design, Inc.	3,622.90
252546	03/02/11	Columbia Community Bank	8,542.00
252553	03/03/11	City of Beaverton	2,772.00
252568	03/04/11	3J Consulting, Inc.	1,043.21
252580	03/04/11	Architectural Cost	1,856.50
252767	03/15/11	3J Consulting, Inc.	5,300.24
252963	03/24/11	City of Beaverton	1,775.00
252991	03/25/11	Alta Planning & Design, Inc.	2,487.50
253005	03/25/11	GeoDesign, Inc.	5,199.92
		<b>Capital Outlay-SDC-Park Development/Improvements</b>	<b>\$ 32,599.27</b>
252936	03/22/11	John Griffiths	2,183.15
252938	03/22/11	Douglas R. Menke	2,100.08
252974	03/24/11	Robert Scott	1,685.59
		<b>Conferences</b>	<b>\$ 5,968.82</b>

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
252712	03/08/11	Audubon Society of Portland <b>Dues &amp; Memberships</b>	3,000.00 <b>\$ 3,000.00</b>
252564	03/04/11	PGE	41,661.23
252611	03/04/11	Fred Shearer & Sons	2,041.30
252878	03/15/11	PGE	12,825.14
252986	03/25/11	PGE <b>Electricity</b>	5,200.65 <b>\$ 61,728.32</b>
252889	03/16/11	Standard Insurance Company	215,762.65
252892	03/16/11	Standard Insurance Company	4,641.90
253091	03/31/11	Kaiser Foundation Health Plan	162,657.44
253094	03/31/11	Oregon Dental Service	24,508.59
253095	03/31/11	Standard Insurance Company	12,288.90
253101	03/31/11	UNUM Life Insurance-LTC <b>Employee Benefits</b>	1,356.60 <b>\$ 421,216.08</b>
252883	03/16/11	Aetna / ING Life Insurance	6,887.48
252887	03/16/11	Manley Services	7,975.53
252891	03/16/11	Standard Insurance Company	25,292.73
252894	03/16/11	Standard Insurance Company	3,698.33
253085	03/31/11	Aetna / ING Life Insurance	6,887.48
253092	03/31/11	Manley Services	8,916.03
253096	03/31/11	Standard Insurance Company	25,475.17
253098	03/31/11	Standard Insurance Company	4,039.83
253100	03/31/11	THPRD - Employee Assn. <b>Employee Deductions</b>	6,562.15 <b>\$ 95,734.73</b>
252543	03/01/11	Tualatin Valley Water District	5,136.92
253038	03/25/11	Tualatin Valley Water District <b>Gas &amp; Oil (Vehicles)</b>	5,421.86 <b>\$ 10,558.78</b>
252563	03/04/11	NW Natural	47,958.19
252985	03/25/11	NW Natural <b>Heat</b>	7,353.65 <b>\$ 55,311.84</b>
253034	03/25/11	Springbrook Software, Inc. <b>Information Technology Improvement</b>	1,628.04 <b>\$ 1,628.04</b>
252539	03/01/11	Reitmeier Mechanical	3,015.83
252618	03/04/11	Hewlett-Packard Company <b>Information Technology Replacement</b>	9,734.94 <b>\$ 12,750.77</b>
252727	03/08/11	THBOA	9,431.00
252930	03/22/11	Beaverton Volleyball	4,859.00
253128	03/31/11	THBOA <b>Instructional Services</b>	7,890.60 <b>\$ 22,180.60</b>
252590	03/04/11	Boiler & Combustion Service	2,624.19
252674	03/04/11	Western Equipment Distributors, Inc.	1,239.97
252845	03/15/11	Precision Locksmith Service	1,549.00
252847	03/15/11	RCO Steam Cleaning, Inc.	1,100.00
252851	03/15/11	Schulz-Clearwater Sanitation, Inc.	4,758.00
253009	03/25/11	Guaranteed Pest Control <b>Maintenance Services</b>	1,404.00 <b>\$ 12,675.16</b>

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
252591	03/04/11	BSN Sports	3,457.37
252594	03/04/11	Coastwide Laboratories	7,871.69
252615	03/04/11	Grainger	1,455.20
252617	03/04/11	Guaranteed Pest Control	2,839.00
252642	03/04/11	OVS Total Solutions	1,162.32
252772	03/15/11	Airgas Nor Pac, Inc.	1,041.59
252788	03/15/11	Coastwide Laboratories	2,145.51
252805	03/15/11	Home Depot Credit Services	3,850.24
252837	03/15/11	OVS Total Solutions	1,113.00
253000	03/25/11	E-Poly Star, Inc.	3,490.50
253072	03/29/11	Pioneer Manufacturing Co.	1,945.50
		<b>Maintenance Supplies</b>	<b>\$ 30,371.92</b>
252639	03/04/11	OfficeMax - A Boise Company	2,086.54
252849	03/15/11	Ricoh Americas Corporation	2,315.91
		<b>Office Supplies</b>	<b>\$ 4,402.45</b>
252544	03/01/11	United States Postal Service	3,000.00
252945	03/22/11	Signature Graphics	33,576.41
253075	03/29/11	United States Postal Service	6,000.00
		<b>Postage</b>	<b>\$ 42,576.41</b>
252817	03/15/11	Lazerquick	2,139.00
		<b>Printing &amp; Publication</b>	<b>\$ 2,139.00</b>
252574	03/04/11	Anderson Roofing Co., Inc.	2,037.74
252714	03/08/11	Claudia Johnson	1,800.00
252781	03/15/11	Beery, Elsnor & Hammond, LLP	12,217.85
253120	03/31/11	Navigator Group Consulting, LLC	7,624.53
253130	03/31/11	Washington County	2,366.00
		<b>Professional Services</b>	<b>\$ 26,046.12</b>
252612	03/04/11	Frye's Action Athletics	4,599.00
252846	03/15/11	Purchase Advantage Card	1,081.06
		<b>Program Supplies</b>	<b>\$ 5,680.06</b>
252882	03/15/11	Waste Management of Oregon	3,823.82
		<b>Refuse Services</b>	<b>\$ 3,823.82</b>
253021	03/25/11	OR Dept of Administrative Services	2,313.50
253029	03/25/11	Ricoh Americas Corporation	2,253.93
			<b>\$ 4,567.43</b>
		<b>Rental Equipment</b>	
253004	03/25/11	Fred Shearer & Sons	8,224.00
253112	03/31/11	Beaverton School District #48	15,214.60
		<b>Rental Facility</b>	<b>\$ 23,438.60</b>
253032	03/25/11	SDAO	89,568.60
		<b>SDAO/WBF</b>	<b>\$ 89,568.60</b>
252639	03/04/11	OfficeMax - A Boise Company	1,301.19
		<b>Small Furniture &amp; Equipment</b>	<b>\$ 1,301.19</b>

Tualatin Hills  
Park & Rec.

Accounts Payable  
Over \$1,000.00

March 31, 2011  
Summary

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
253006	03/25/11	Good Company <b>Technical Services</b>	3,600.00 <hr/> <b>\$ 3,600.00</b>
253001	03/25/11	Executive Forum <b>Technical Training</b>	4,588.78 <hr/> <b>\$ 4,588.78</b>
252876	03/15/11	Nextel Communications	3,074.57
252982	03/25/11	Integra Telecom <b>Telecommunications</b>	4,868.51 <hr/> <b>\$ 7,943.08</b>
252565	03/04/11	Tualatin Valley Water District	6,924.78
252872	03/15/11	City of Beaverton	5,021.48
252879	03/15/11	Tualatin Valley Water District <b>Water &amp; Sewer</b>	1,689.28 <hr/> <b>\$ 13,635.54</b>
<b>Report Total:</b>			<hr/> <b>\$1,403,688.60</b> <hr/>

## Tualatin Hills Park & Recreation District

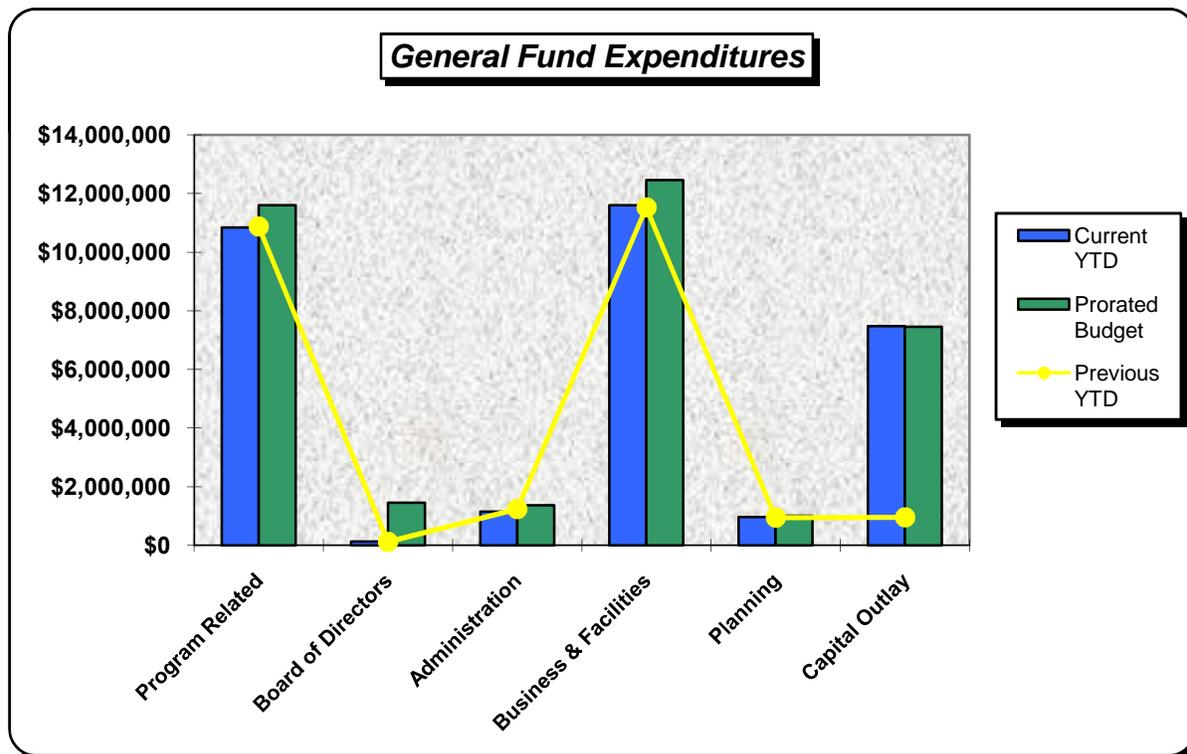
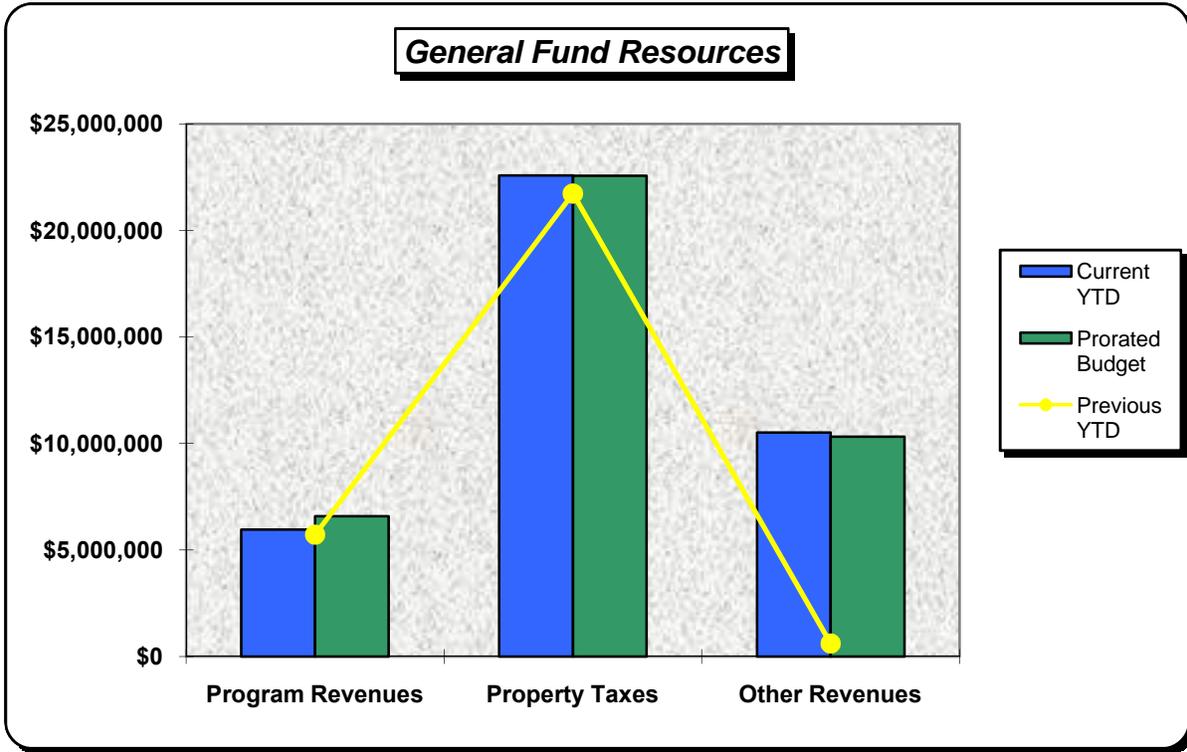
### General Fund Financial Summary March, 2011

	<i>Current Month</i>	<i>Year to Date</i>	<i>Prorated Budget</i>	<i>% YTD to Prorated Budget</i>	<i>Full Fiscal Year Budget</i>
<b>Program Resources:</b>					
Aquatic Centers	\$ 200,889	\$ 1,700,980	\$ 1,753,248	97.0%	\$ 2,676,715
Tennis Center	73,767	654,495	686,259	95.4%	911,366
Recreation Centers & Programs	301,609	2,749,001	3,118,576	88.1%	4,957,990
Sports Programs & Field Rentals	126,222	734,812	900,922	81.6%	1,235,833
Natural Resources	16,297	117,406	123,037	95.4%	278,996
<b>Total Program Resources</b>	<b>718,784</b>	<b>5,956,694</b>	<b>6,582,042</b>	<b>90.5%</b>	<b>10,060,900</b>
<b>Other Resources:</b>					
Property Taxes	103,271	22,576,753	22,564,829	100.1%	23,628,093
Interest Income	5,725	45,840	141,750	32.3%	175,000
Facility Rentals/Sponsorships	47,838	162,550	185,500	87.6%	265,000
Grants	2,200	184,007	184,007	100.0%	753,150
Miscellaneous Income	72,083	594,593	303,936	195.6%	819,235
Debt Proceeds	-	9,532,166	9,510,000	100.2%	9,510,000
<b>Total Other Resources</b>	<b>231,117</b>	<b>33,095,909</b>	<b>32,890,022</b>	<b>100.6%</b>	<b>35,150,478</b>
<b>Total Resources</b>	<b>\$ 949,901</b>	<b>\$ 39,052,603</b>	<b>\$ 39,472,064</b>	<b>98.9%</b>	<b>\$ 45,211,378</b>
<b>Program Related Expenditures:</b>					
Parks & Recreation Administration	72,070	585,146	460,318	127.1%	701,705
Aquatic Centers	255,731	2,648,610	2,785,995	95.1%	3,585,579
Tennis Center	71,561	650,574	686,764	94.7%	893,061
Recreation Centers	317,292	3,475,156	3,876,061	89.7%	5,046,955
Programs & Special Activities	118,810	1,324,854	1,369,540	96.7%	1,840,780
Athletic Center & Sports Programs	154,240	1,227,129	1,304,733	94.1%	1,721,283
Natural Resources & Trails	99,834	926,381	1,113,196	83.2%	1,476,387
<b>Total Program Related Expenditures</b>	<b>1,089,538</b>	<b>10,837,850</b>	<b>11,596,607</b>	<b>93.5%</b>	<b>15,265,750</b>
<b>General Government Expenditures:</b>					
Board of Directors	20,367	129,742	1,452,875	8.9%	1,947,553
Administration	153,036	1,155,765	1,370,734	84.3%	1,715,562
Business & Facilities	1,543,704	11,605,825	12,454,416	93.2%	16,028,849
Planning	108,674	963,330	1,005,940	95.8%	1,332,371
Capital Outlay	122,532	7,476,899	7,456,945	100.3%	13,221,534
<b>Total Other Expenditures:</b>	<b>1,948,313</b>	<b>21,331,561</b>	<b>23,740,910</b>	<b>89.9%</b>	<b>34,245,869</b>
<b>Total Expenditures</b>	<b>\$ 3,037,851</b>	<b>\$ 32,169,411</b>	<b>\$ 35,337,517</b>	<b>91.0%</b>	<b>\$ 49,511,619</b>
<b>Revenues over (under) Expenditures</b>	<b>\$ (2,087,950)</b>	<b>\$ 6,883,192</b>	<b>\$ 4,134,547</b>	<b>166.5%</b>	<b>\$ (4,300,241)</b>
<b>Beginning Cash on Hand</b>		<b>3,848,900</b>	<b>4,300,241</b>	<b>89.5%</b>	<b>4,300,241</b>
<b>Ending Cash on Hand</b>		<b>\$ 10,732,092</b>	<b>\$ 8,434,788</b>	<b>127.2%</b>	<b>\$ -</b>

# Tualatin Hills Park and Recreation District

## General Fund Financial Summary

March, 2011





[7D]

## MEMO

**DATE:** April 21, 2011  
**TO:** Doug Menke, General Manager  
**FROM:** Hal Bergsma, Director of Planning

**RE:** **Authorization to Bid 112<sup>th</sup> Street Building Renovation and Site Improvement Projects**

### Introduction

Staff is seeking the Board of Directors approval to take the THPRD-portion of the 112<sup>th</sup> Street building renovation and site improvement projects out to bid.

### Background

These projects were initiated in December of 2010, at the completion of the 112<sup>th</sup> Street building acquisition. Since December, both projects have progressed through design and reviews from numerous jurisdictional agencies. Land use approval from the City of Beaverton is anticipated by May for both projects. The site development and building permit process is scheduled to occur between May and July of 2011. Staff anticipates all permits to be secured for the building renovation by early July 2011 and for the site improvements by early August 2011. The building renovation project is currently scheduled to go out to bid in mid-May 2011. The site improvement project is currently scheduled to go out to bid in mid-June 2011.

### Proposal Request

The overall budget for both projects is \$2,500,000. Currently, the overall project cost estimate for both projects is \$2,727,421 meaning there is a current estimated project shortfall of \$227,421. However, of the \$2,727,421 overall project cost estimate, \$247,947 of this overall cost estimate is dedicated as a 10% contingency for the projects. Staff anticipates that the projects will receive competitive bids due to the economy. Competitive bids would help to reduce the estimated projects funding shortage. Because of this, staff is requesting that the project contingency of \$247,947 be funded from the SDC Reimbursement Funds, currently appropriated as Undesignated in the FY 2011/12 Budget, to cover any unexpected items. The current balance of Reimbursement Funds, based on the latest SDC Report, is \$1,238,000. If the 10% contingency is removed from the project's budget as requested, the overall project cost estimate for both projects drops below the overall project budget by \$20,526. The current project budget also reflects substantial design adjustments made by staff in order to stay within the budget. Use of SDC Reimbursement Funds to cover the construction contingency will prevent elimination of essential design elements to fund the project contingency.

With Board approval, staff and the consultant teams will proceed with preparing and advertising the bid packages. Staff will return to the Board of Directors at their June 20, 2011 meeting to seek approval of the building renovation construction bid. At the August 1, 2011 Board meeting, staff will return again to seek approval of the site improvement construction bid. The anticipated construction period for the building renovation project would start in July, and would be

completed by November 2011. The construction period for the site improvement project would start in August, and would be completed by December 2011.

**Benefits of Proposal**

These projects will allow the District to make good on the recommendations from the 2006 Comprehensive Plan with the relocation of the Maintenance Operations Center and East Annex to a more centralized location within District boundaries.

**Potential Downside of Proposal**

The downside of this proposal is that additional SDC Reimbursement Funds may be needed to complete the projects.

**Action Requested**

Board of Directors authorization for staff to go to bid for the construction of the THPRD-portion of the 112<sup>th</sup> Street building renovation and site improvement projects.

13TH

LEE

14TH

112th STREET PROPERTY

1S122AB04901 (13.67 acres)



HWY 217-ALLEN

ALLEN-HWY 217

ALLEN

ALLEN

ALLEN-HWY 217

HWY 217

HWY 217

HWY 217-ALLEN

KING

112TH

DUCHESS

WONDERLAND PARK

112TH STREET PROPERTY

QUEEN

IMPERIAL

BRUCE

PRINCESS

110TH

111TH

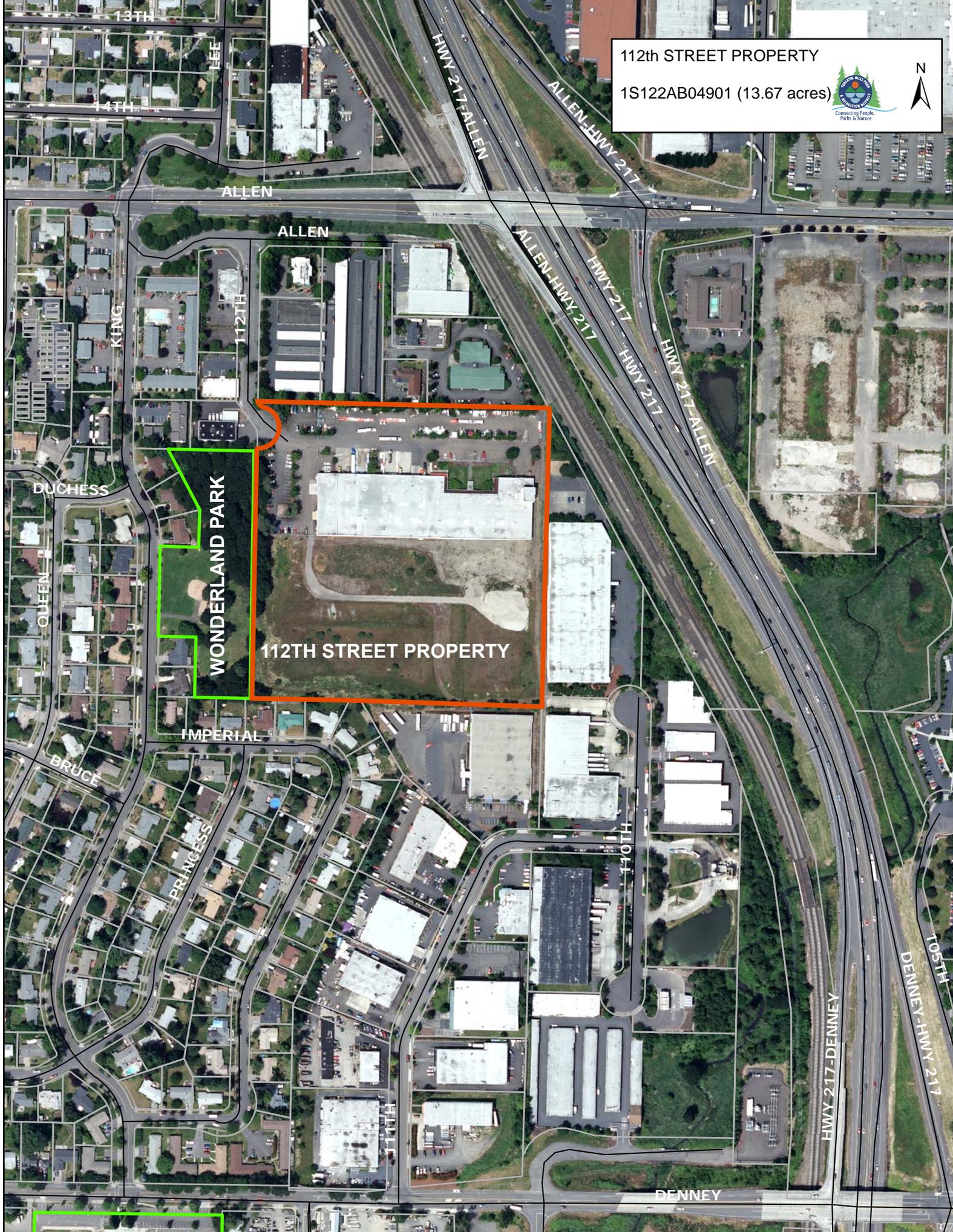
HWY 217-DENNEY

DENNEY

DENNEY-HWY 217

105TH

112th STREET PROPERTY  
1S122AB04901 (13.67 acres)



112TH STREET PROPERTY

WONDERLAND PARK

13TH

LEE

14TH

ALLEN

HWY 217 ALLEN

ALLEN HWY 217

HWY 217

ALLEN HWY 217

HWY 217 ALLEN

DUCHESS

QUEEN

112TH

IMPERIAL

BRUCE

PRINCESS

140TH

HWY 217 DENNEY

DENNEY HWY 217

105TH

DENNEY





[7E]

## MEMO

**DATE:** April 21, 2011  
**TO:** Doug Menke, General Manager  
**FROM:** Hal Bergsma, Director of Planning

**RE:** **Resolution Initiating Condemnation of a Property for the Westside Trail Project**

### **Introduction**

Staff requests Board of Directors approval of Resolution No. 2011-10 at the May 2, 2011 Board meeting. The resolution was prepared by Beery Elsner & Hammond, LLP with staff input and pertains to the initiation of condemnation for a portion of property along the route of the Westside Trail. The subject property is located at 15910 SW Nora Road.

Approval of the resolution will enable staff to initiate review of the trail development project by the City of Beaverton. If development review is not initiated in May 2011, the District will be unable to start the construction phase of the trail project in the spring of 2012. If the construction of the trail project is not started in the spring of 2012, it will not be completed by the fall of 2012.

### **Background**

Under the City of Beaverton's Development Code, a development application must be signed by all affected property owners with the following exception from Section 50.05:

1. *An application subject to a Type 1, Type 2, or Type 3 procedure may be filed by:*
  - C. *Public agencies that own the property or have passed a resolution declaring that they intend to exercise their statutory authority to condemn the property.*

Staff has two development applications (design review and tree removal) ready to submit to the City, but is unable to do so because the documents have not been signed by the owner of the subject property.

Staff has had repeated contact with the property owner who owns property bisected by the Bonneville Power Administration (BPA) corridor (see attached map). In early conversations, the owner agreed to sell the portion of his land on the west side of the BPA corridor. The agreement was contingent upon the condition that the trail alignment would allow for a future access road to his east property. Staff worked with the project consultants to prepare a trail alignment to meet his needs. Staff presented the alignment to the owner and he was asked to sign the City application form. The owner has now declined, stating a variety of reasons of why he would not sign over the past couple of months. The most current issue is that the proposed trail design does not meet his needs because it will require retaining walls to be built along his access road, adding additional costs to his development project. The design consultant and staff acknowledge that retaining walls will be required, but feel that the current trail design is the

best balance to meet the existing site constraints, trail design standards, and the property owner's request to allow for a future access road. Staff is also concerned about using bond money to enhance a private access road for private benefit.

As a result, this one property owner is holding up the entire trail project from moving forward.

Approval of the resolution by the Board is needed per the City of Beaverton's code requirement that a public agency take this formal step before the agency may file a land use application. The resolution is the first step in a statutory process, and negotiations typically continue uninterrupted following passage of such a resolution by the governing body of the public agency.

### **Proposal Request**

To expedite the processing of development applications by the City of Beaverton, staff requests Board of Directors approval of Resolution No. 2011-10, declaring the need to acquire the subject property so the Westside Trail project can be constructed. Approval of the resolution will allow the District to initiate a process to condemn part of the subject property needed for the trail. It is not staff's intent to proceed with the condemnation process immediately. Staff intends to continue to work with the property owner to obtain a willing sale prior to the start of the anticipated trail construction in the spring of 2012.

### **Benefits of Proposal**

Approval of the resolution will allow staff to submit complete development applications for the project to the City of Beaverton by mid-May. It is anticipated that the City will complete their review of the applications and approve them by August, allowing staff to then update their plans to address City conditions of approval and obtain necessary site development and erosion control permits by January of 2012. Staff will then solicit bids for the trail construction and will select a contractor by April 2012. Construction will begin in May of 2012 and the project will be completed by the end of fall 2012.

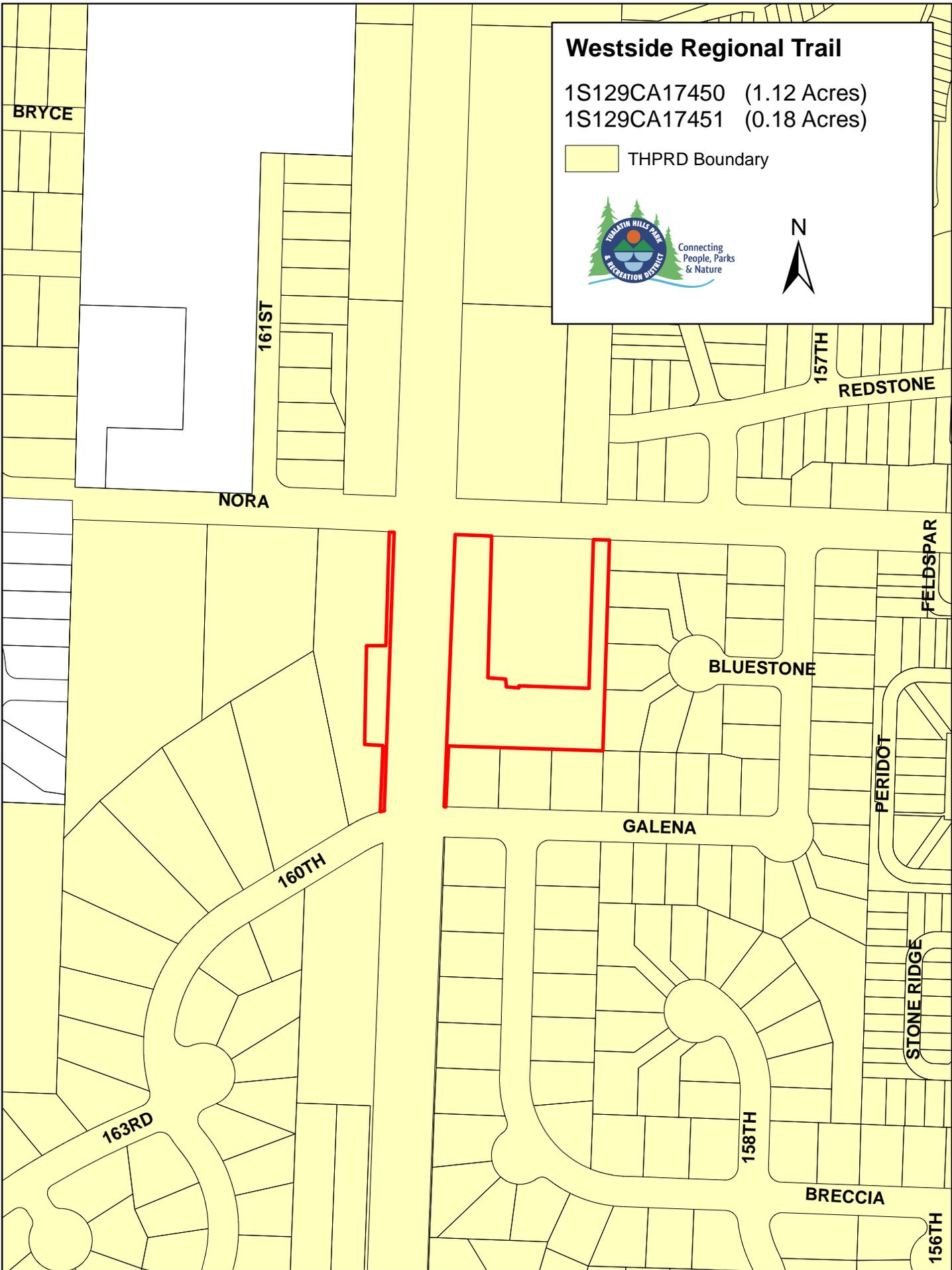
### **Potential Downside of Proposal**

It is staff's intent to continue to work with the property owner to achieve a willing sale after the resolution is approved. There is a slight risk that the Board's action to initiate the condemnation process may adversely affect relations with the owner of the subject property, making negotiations more difficult.

### **Action Requested**

Board of Directors approval of the following items:

1. Approval and execution of Resolution No. 2011-10;
2. Authorization for staff to proceed with continued negotiations with the property owner;  
and
3. If an agreement cannot be reached, authorization for staff and the District's legal counsel to begin legal proceedings as necessary to acquire the property to the extent provided by law.



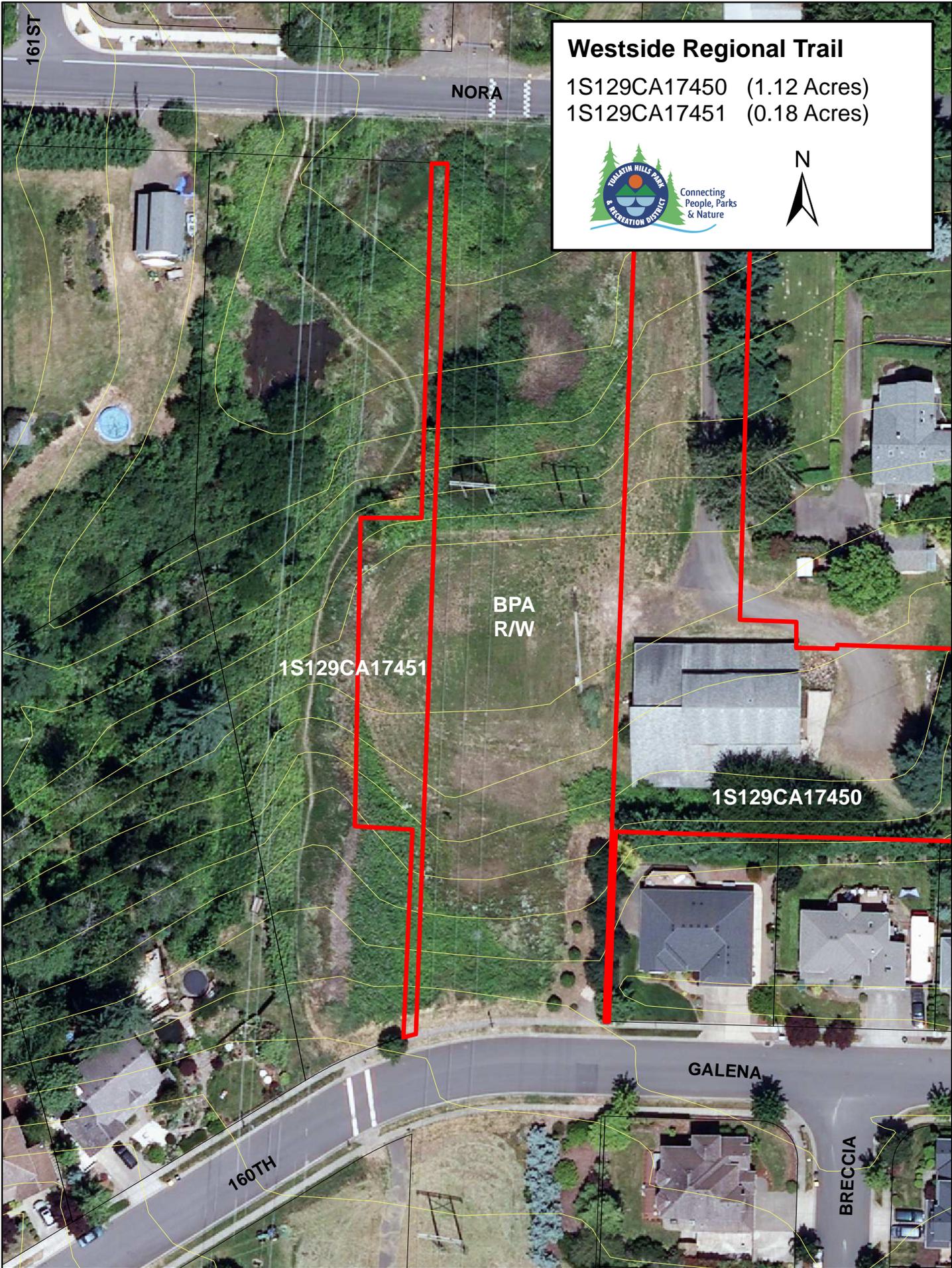
### Westside Regional Trail

1S129CA17450 (1.12 Acres)

1S129CA17451 (0.18 Acres)

 THPRD Boundary





# Westside Regional Trail

1S129CA17450 (1.12 Acres)  
1S129CA17451 (0.18 Acres)



1S129CA17451

BPA  
R/W

1S129CA17450

GALENA

160TH

BRECCIA

161ST

NORA

## RESOLUTION NO. 2011-10

### TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

#### A RESOLUTION DECLARING THE NEED TO ACQUIRE PROPERTY, BY CONDEMNATION IF NECESSARY, FOR THE PURPOSE OF CONSTRUCTING AND COMPLETING A SEGMENT OF THE WESTSIDE REGIONAL TRAIL.

- a.** The Tualatin Hills Park & Recreation District (District) is authorized by state statute “[to] construct, reconstruct, alter, enlarge, operate and maintain such lakes, parks, recreation grounds and buildings as, in the judgment of the district board, are necessary or proper, and for this purpose to acquire by lease, purchase, gift, devise, condemnation proceedings or otherwise such real and personal property and rights of way, either within or without the limits of the district as, in the judgment of the board, are necessary or proper, and to pay for and hold the same.” ORS 266.410(3);
- b.** State statute provides that “the resolution or ordinance of a public condemner is presumptive evidence of the public necessity of the proposed use, that the property is necessary therefor and that the proposed use, improvement or project is planned or located in a manner which will be most compatible with the greatest public good and the least private injury.” ORS 35.235(2); and
- c.** Despite on-going efforts of District staff, District has been unable to acquire fee simple title to or an easement over one of the several properties along the planned route of a segment of the Westside Regional Trail, thereby potentially delaying the scheduled completion of a trail project that has been long anticipated by the community. Acquisition of needed easements or land is complete or almost complete for all other properties along the trail route.

#### THE TUALATIN HILLS PARK & RECREATION DISTRICT RESOLVES:

- Section 1.** The District Board does hereby find and declare that there is needed and required to allow timely completion of a long-planned segment of the Westside Regional Trail, the District’s acquisition of the following property interests: those sections of the property located at 15910 SW Nora Road in Beaverton, Oregon (TL 1S129CA17451 and 1S129CA17450) as shown on attached Exhibit A.
- Section 2.** The Property is required and is being taken as necessary in the public interest and any improvements to the Property will be planned, designed, located, and constructed in a manner that will be most compatible with the greatest public benefit and the least private injury.
- Section 3.** The District General Manager, his designates and the District’s legal counsel are hereby authorized to attempt to agree with the owners and other persons in interest of the Property as to the compensation to be paid for its appropriation and,

in the event that no satisfactory agreement can be reached, legal proceedings as may be necessary to possess and acquire the Property are authorized to the extent provided by law.

**Section 4.** This resolution takes effect immediately upon approval by the Board.

BOARD OF DIRECTORS APPROVAL: May 2<sup>nd</sup>, 2011

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Bill Kanable, Board President

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Bob Scott, Board Secretary

Adoption and date attested by:

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Jessica Collins, Recording Secretary





[7F]

## MEMO

**DATE:** April 20, 2011  
**TO:** Doug Menke, General Manager  
**FROM:** Hal Bergsma, Director of Planning

**RE:** **Intergovernmental Agreement for Fanno Creek Trail/Hall Boulevard Crossing Feasibility Study**

### Introduction

Over the past several months, Park District staff has worked with the Oregon Department of Transportation (ODOT) and the City of Beaverton (CoB) to craft an intergovernmental agreement (IGA) for the Fanno Creek Trail/Hall Boulevard Crossing Feasibility Study. The proposed IGA outlines the roles and responsibilities of each agency as it relates to the project. Staff is seeking the Board of Directors' approval of the IGA.

### Background

In 2007, the Tualatin Hills Park & Recreation District (THPRD) was awarded \$359,000 in Metropolitan Transportation Improvement Program (MTIP) funds in order to facilitate a feasibility study of crossing alternatives for the Fanno Creek Trail where it intersects with Hall Boulevard. The program is administered by Metro and managed by ODOT, which acts as the pass-through agency for federal transportation funding. THPRD's financial responsibility for the project is \$41,089, which will be transferred to ODOT following execution of the IGA, and issuance of the Notice to Proceed from ODOT.

In late 2009, staff worked with staff from the CoB, Metro, and ODOT to develop a scope of work for the project. In July 2010, ODOT solicited proposals from consultants on ODOT's "List of Price-Agreement Primes with Approved Subconsultants." Four proposals were received and reviewed, with David Evans and Associates (DEA) being the unanimous recommendation for the contract award. Negotiations to finalize the scope of work, schedule, and budget for the project between DEA, THPRD, CoB, and ODOT staff were completed in January 2011. Since February, staff has worked with CoB and ODOT staff to finalize the IGA, which incorporates DEA's proposal.

### Proposal Request

The IGA outlines specific obligations for THPRD, CoB, and ODOT, as well as identifies various expectations for project management, financial responsibilities, and consultant management. The consultant's statement of work, which includes scope of services, schedule, and fees, are incorporated as an exhibit into the IGA. The IGA will remain in effect until the completion of the feasibility study when THPRD's Board of Directors and the Beaverton City Council approve a preferred crossing option.

Key project elements include the consideration of at least four crossing alternatives with an extensive community/public involvement process. The project is expected to take 12 to 14 months to complete.

The total estimated project cost, as stated in the IGA, is \$400,089. THPRD's financial responsibility will be \$41,089. The remaining \$359,000 is being provided by Federal Surface Transportation Program (STP) funds through the MTIP. If any funds are remaining from the completed feasibility study and approved preferred crossing option, they could, at ODOT's discretion, be carried forward and used toward the implementation of the preferred crossing.

The attached IGA documents have been reviewed and approved by THPRD's legal counsel, Beery Elsner & Hammond, LLP.

### **Benefits of Proposal**

The benefits of the proposal include the study and identification of a preferred crossing option for the Fanno Creek Trail/Hall Boulevard crossing. The project will complete preliminary design development for the preferred crossing option and will provide cost estimates. The project will engage community input and will continue the partnership collaboration with CoB and ODOT.

### **Potential Downside of Proposal**

The proposal includes the payment of \$41,089 to ODOT from the FY 2010/11 SDC Fund to fulfill the local match requirement of the MTIP grant.

### **Action Requested**

Board of Directors approval of the following items:

1. Approval of the Fanno Creek Trail/Hall Boulevard Crossing IGA with the CoB and ODOT for a feasibility study of crossing alternatives and identification of a preferred crossing option; and
2. Authorization for the General Manager or his designee to execute the IGA agreement.



Tualatin Hills Park & Recreation District  
Fanno Creek Trail/  
Hall Boulevard Crossing IGA



Project Area

Fanno Farmhouse

Greenway Park

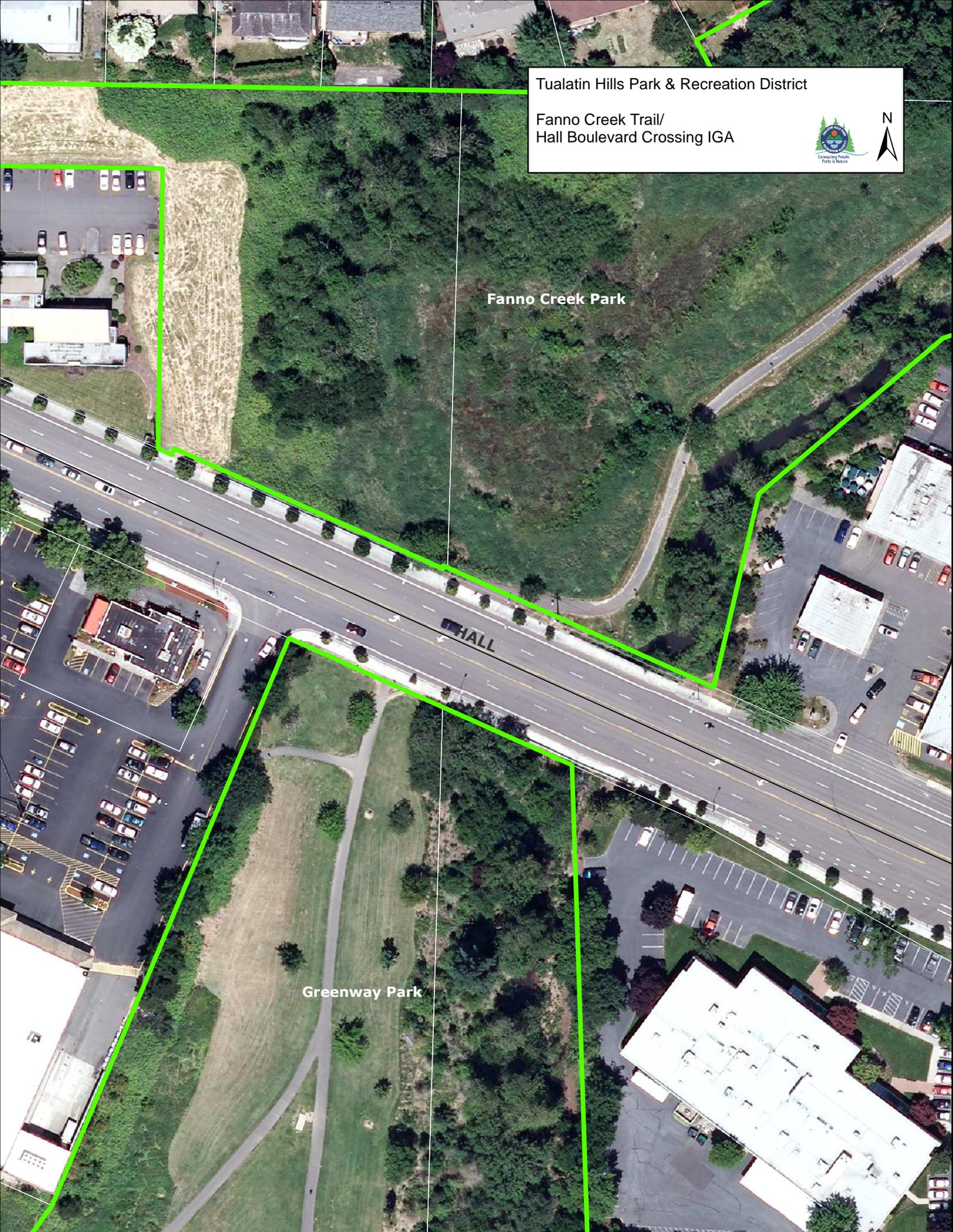
Koll Center Wetlands

Tualatin Hills Park & Recreation District  
Fanno Creek Trail/  
Hall Boulevard Crossing IGA



Fanno Creek Park

Greenway Park



**INTERGOVERNMENTAL AGREEMENT  
Fanno Creek Trail: Hall Boulevard Crossing  
Tualatin Hills Park & Recreation District  
City of Beaverton**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," THE CITY OF BEAVERTON, acting by and through its elected officials, hereinafter referred to as "City," and THE TUALATIN HILLS PARK & RECREATION DISTRICT, hereinafter referred to as "THPRD," individually or collectively referred to as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. Hall Boulevard is a part of the city street system under the jurisdiction and control of the City of Beaverton.
3. THPRD desires to enter into this Agreement in order to develop a project for the Metropolitan Transportation Improvement Program (MTIP). The MTIP schedules spending of federal transportation funds in coordination with significant state and local funds in the Portland metro region. It demonstrates how these projects relate to federal regulations regarding project eligibility, air quality impacts, environment justice and public involvement.
4. State, as the state agency responsible for pass-through Federal-Aid Surface Transportation Funds, is therefore a Party to this Agreement.
5. State and the Portland Urbanized Area Metropolitan Planning Organization (METRO), have entered into Intergovernmental Agreement #24862, ODOT/MPO/Transit Operator Agreement, and Intergovernmental Agreement #26835, State Fiscal Year 2011 Unified Planning Work Program (UPWP), wherein State and METRO cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. The project that is the subject of this Agreement is listed in the UPWP, as well as METRO's and State's respective roles and responsibilities. METRO is not a party to this Agreement due to the existence of

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Agreement #24862 and the UPWP, and any METRO responsibilities mentioned in this Agreement are based on its obligations in these two agreements.

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

## **TERMS OF AGREEMENT**

1. The following documents are attached hereto and by this reference made a part of this Agreement:
  - a. Exhibit A – Statement of Work
  - b. Exhibit B – Contractor Certification
  - c. Exhibit C – Federal Provisions
2. The purpose of this Agreement is to enable THPRD to conduct a feasibility study to identify and develop a range of crossing alternatives at the intersection of the Fanno Creek Regional Greenway Trail at Hall Boulevard that reinforce safety improvements and passage for bike and pedestrian crossing, hereinafter referred to as “Project,” as described in Exhibit A (scope, schedule and budget summary). The Project will assess the feasibility of up to four (4) crossing alternatives and make a recommendation of the preferred option(s).
3. A personal services contractor, hereinafter referred to as “Consultant,” has been selected by THPRD, pursuant to the process established by ORS 279C.125 and OAR 137-048-0260, to perform the Project. It is the intent of the Parties that State will enter into a personal services contract directly with Consultant and THPRD will manage and direct the Consultant’s work in accordance with this Agreement.
4. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, CFDA No. 20.205. The total Project cost is estimated at \$400,089. Federal Urban STP funds for this Project shall be limited to \$359,000. THPRD shall be responsible for the matching funds, which are estimated to be \$41,089. THPRD shall also be responsible for all non-participating costs.
5. The term of this Agreement shall begin on the date all required signatures are obtained and the Federal Highway Administration (FHWA) has given written notification to State of its approval of the use of federal funds on the Project. Upon approval by FHWA, State shall send a Notice to Proceed (NTP) to THPRD indicating that FHWA approval has been received. This Agreement shall terminate on completion of the Project and final payment, or two calendar years following the date

of the NTP, whichever is sooner. This Agreement may be amended only upon mutual written consent of all Parties.

6. The federal funding for this Project is contingent upon approval by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at THPRD's expense.
7. State considers THPRD a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.

### **THPRD OBLIGATIONS**

1. THPRD shall be responsible for the performance of its share of the work described in Exhibit A.
2. THPRD has confirmed with METRO that sufficient funds from METRO's Federal Urban STP allocation are available and authorized for expenditure to pay the costs of the Project. THPRD certifies that sufficient funds are available and authorized to pay the required match to the Federal Urban STP allocation. THPRD is responsible for the required match funds and any non-participating costs beyond the federal reimbursement.
3. Pursuant to the contract to be entered into between State and Consultant, THPRD shall submit invoices and required supportive documentation regarding specific tasks and the progress on said tasks as shown in Exhibit A (i.e. monthly progress statement) for 100 percent of actual eligible costs incurred by Consultant on behalf of the Project directly to METRO's project manager for review and approval. METRO's project manager for this Project is Amy Rose, Associate Transportation Planner, 503-797-1776, amy.rose@oregonmetro.gov. METRO, pursuant to Agreement #24862 and Agreement #26835 with State, will review and approve such invoices and thereafter present invoices and supportive documentation directly to State's project manager for review, approval, and payment. Invoices and required supportive documentation shall be presented for periods of not less than one-month duration, based on actual eligible expenses incurred. Invoices shall display 100 percent of total eligible expenses incurred during the period of the invoice, and identify any matching amounts if applicable. Invoices shall also display a categorical breakdown of costs, such as personnel costs (salary and benefits), other direct charges, and indirect charges that are appropriate for this Project.
  - a. Eligible project expenses are those deemed allowable by OMB Circular A-87.

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- b. In the event the invoice is not approved, State shall request corrective action be taken and accomplished prior to approval and payment of the invoice. The invoice shall be resubmitted with documentation supporting completion of the corrective action.
4. THPRD shall keep accurate cost accounting records. The cost records and accounts pertaining to the work covered by this Agreement shall be retained by THPRD for a period of six (6) years following final payment. Copies shall be made available upon request to State and State may request a copy of THPRD's records pertaining to this Project at any time. When the actual total cost of the Project has been computed, THPRD shall furnish State with an itemized statement of final costs.
5. If THPRD determines that a another personal services contractor(s) besides Consultant is necessary to accomplish any work described in Exhibit A, then THPRD and STATE shall follow a similar process as described in Terms of Agreement, paragraph 3, to select the contractor.
6. THPRD shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the City of Beaverton and the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the acts or omissions of THPRD's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the City and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
7. Any such indemnification shall also provide that neither the THPRD's contractor and subcontractor nor any attorney engaged by THPRD's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that THPRD's contractor is prohibited from defending the State of Oregon, or that THPRD's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against THPRD's contractor if the State of Oregon elects to assume its own defense.

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8. THPRD certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of THPRD, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind THPRD.
9. THPRD's Project Manager for this Project is Brad Hauschild, Park Planner, 5500 SW Arctic Dr., Suite #2, Beaverton, OR 97005, 503-629-6305, bhauschild@thprd.org, or assigned designee upon individual's absence. THPRD shall notify State's Project Managers in writing of any contact information changes during the term of this Agreement.

### **STATE OBLIGATIONS**

1. State shall be responsible for obtaining FHWA approval to obligate the Urban STP funds for this Project.
2. Upon approval by FHWA, State shall send a NTP to THPRD.
3. State shall be responsible for the performance of its share of the work described in Exhibit A as a Project expense chargeable against the Project.
4. In consideration for the services performed, and upon receipt of monthly THPRD reimbursement requests that were approved by METRO for services performed by Consultant, State shall review for approval and make payment to Consultant for eligible costs. Said payment shall be within forty-five (45) days of receipt by State of the Project invoices and shall not exceed a maximum amount of \$359,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed in accordance with the current State of Oregon Department of Administrative Services.
4. State has no monetary obligation under this Agreement other than in its role as a "pass-through agency" to distribute Urban STP funds for the Project outlined in Exhibit A.
5. State's Project Manager for this Agreement is Michele Thom, 123 NW Flanders St., Portland, OR 97209, 503-731-8279, michele.r.thom@odot.state.or.us, or assigned designee upon individual's absence. State shall notify THPRD's Project Manager in writing of any contact information changes during the term of this Agreement.

## **CITY OBLIGATIONS**

1. City hereby grants THPRD and Consultant the right to enter onto and occupy City street right-of-way for purposes of completing the Project.
2. City shall be responsible for its share of work described in Exhibit A.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to THPRD, or at such later date as may be established by State, under any of the following conditions:
  - a. If THPRD fails to provide services called for by this Agreement and as further outlined in Exhibit A within the time specified herein or any extension thereof.
  - b. If THPRD fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
  - d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. THPRD agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, THPRD expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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5. THPRD shall perform the services under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to their employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including THPRD, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. THPRD shall ensure that each of its contractors, including Consultant, complies with these requirements.
7. THPRD acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of THPRD which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. As federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by THPRD representative.
9. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or THPRD with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
10. With respect to a Third Party Claim for which the State is jointly liable with the THPRD (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the THPRD in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the THPRD on the other hand in connection with the events which

resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the THPRD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.

11. With respect to a Third Party Claim for which the THPRD is jointly liable with the State (or would be if joined in the Third Party Claim), the THPRD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the THPRD on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the THPRD on the one hand and of the State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The THPRD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
12. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
13. THPRD as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for the organization's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon THPRD's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of THPRD, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
14. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties,

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

15. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

This Project is in the 2010-2013 Statewide Transportation Improvement Program, Key #15588 that was approved by the Oregon Transportation Commission on December 16, 2010.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways; Deputy Director, Central Services and the Chief of Staff, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

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

By \_\_\_\_\_  
General Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By Christopher Crea  
THPRD Legal Counsel

Date 4/6/11

**CITY OF BEAVERTON**, by and through its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Recorder

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region Manager, Region 1

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**State Contact:**

Michele Thom, Local Agency Liaison  
123 NW Flanders St.  
Portland, OR 97209  
503-731-8531  
michele.r.thom@odot.state.or.us

**THPRD Contact:**

Brad Hauschild, Park Planner  
5500 SW Arctic Drive, Suite #2  
Beaverton, OR 97005  
503-629-6305  
bhauschild@thprd.org

**City Contact**

Margaret Middleton, Principal Transportation Planner  
4755 Griffith Drive  
Beaverton, OR 97005  
503-526-2424  
mmiddleton@ci.beaverton.or.us

**EXHIBIT A to Agreement 27,358**

*For purposes of Exhibit A, references to Agency shall mean State.*

**STATEMENT of WORK and DELIVERY SCHEDULE  
for  
WOC #7 under PA #28349**

**Fanno Creek / Hall Boulevard Bike and Pedestrian Crossing Alternatives**

	<b>Agency’s Project Manager (“APM”)</b>		<b>Consultant’s Project Manager (“PM”)</b>
Name:	<b>Michele Thom (Local Govt. Liaison)</b>	Name:	<b>Walt Bartel</b>
Address:	<b>123 NW Flanders Street Portland, OR 97209-4012</b>	Address:	<b>2100 SW River Parkway Portland, OR 97201</b>
Phone:	<b>(503)731-8279</b>	Phone:	<b>(503)499-0407</b>
Fax:	<b>(503)731-8259</b>	Fax:	<b>(503)223-2701</b>
Email:	<a href="mailto:Michele.R.Thom@odot.state.or.us"><b>Michele.R.Thom@odot.state.or.us</b></a>	Email:	<a href="mailto:wgb@deainc.com"><b>wgb@deainc.com</b></a>
Name:	<b>THPRD Administrator (if not APM)</b> Brad Hauschild, Park Planner		
Address:	5500 SW Arctic Drive, Suite #2 Beaverton, OR 97005		
Phone:	(503)629-6305		
Fax:	(503)629-6307		
Email:	bhauschild@thprd.org		

**A. PROJECT DESCRIPTION and OVERVIEW of SERVICES**

The Oregon Department of Transportation [Agency] is contracting with David Evans and Associates, Inc. (DEA) [Consultant] for Services in connection with the **Fanno Creek Trail: Hall Boulevard Crossing** (the “Project”).

The proposed Fanno Creek Greenway Trail extends 15 miles from the City of Tualatin to the City of Portland, connecting the mouth of Fanno Creek at the Tualatin River in Tualatin to Portland’s Willamette Park adjacent to the Willamette River. The trail consists of both on street and off-street sections, many of which have already been constructed. Approximately one-half of the trail has been completed, including approximately 4.5 miles in the Tualatin Hills Park & Recreation District (THPRD). The trail is predominantly off-street throughout the Park District’s boundaries and runs adjacent to Fanno Creek.

The Fanno Creek Regional Greenway Trail runs north/south at its intersection with Hall Boulevard (located in the City of Beaverton). This intersection has been a matter of concern for a number of years for trail users, as well as drivers using Hall Boulevard. Currently, there is no safe, direct way to cross Hall Boulevard from the trail. Trail users must go approximately 400’ out of their way to the west and cross at the signalized intersection of Greenway Drive and Hall Boulevard, and then head east approximately 400’ back to the trail. Trail users recognize that non-signalized crossings are dangerous and intimidating, with fast-moving vehicular cross-traffic, and lack of treatments to help users cross.

However, while not encouraged, many trail users utilize the existing curb cuts in the sidewalk at the trail’s location to simply dart across 5-lanes of traffic rather than use the signalized crossing at Greenway Drive.

The boundaries for the Project are those areas 500’ south and north of Hall Boulevard and 500’ east and west of where the Fanno Creek Regional Greenway Trail is located.

The professional services provided under this WOC will be performed as a part of the Planning Phase of development. The WOC may be amended to add future phases of work including Design, Right of Way (ROW) and Construction.

**Project Purpose:** The purpose of this WOC is to complete a feasibility study for this Project. The goal of the Project is to identify and develop a range of crossing alternatives that reinforce safety improvements and passage for bike and pedestrian crossing. The Project study will assess the feasibility of up to four (4) crossing alternatives and make a recommendation of the preferred option(s). The crossing alternatives will include:

- An at-grade crossing of Hall Boulevard near existing curb cuts in sidewalk at the trail’s location,
- An overcrossing of Hall Boulevard at the trail’s location,
- An undercrossing of Hall Boulevard at the trail’s location, and
- A crossing at the intersection of SW Creekside Place and Hall Boulevard.

The primary focus of the crossing alternatives will be to complete a planning level study of bicycle and pedestrian options that provide safe passage across Hall Boulevard, including the selection of a preferred crossing alternative that can be advanced to the design development phase of implementation. Consultant’s efforts must include reviewing the inventory and analysis of previous planning efforts, public involvement, and consensus building and identification of key issues and concerns.

The completion of this study will help facilitate the completion of a critical “gap” in THPRD’s trail network, as well as that of the Fanno Creek Regional Greenway Trail.

<b>Agency</b> – Oregon Dept. of Transportation	<b>NTP</b> – Notice to Proceed
<b>APM</b> – Agency’s Project Manager	<b>ODOT</b> – Oregon Department of Transportation
<b>BOC</b> – Breakdown of Costs	<b>ORS</b> – Oregon Revised Statute
<b>CPFF</b> – Cost Plus Fixed Fee	<b>PA</b> – Price Agreement
<b>DBE</b> – Disadvantaged Business Enterprise	<b>PM</b> – Project Manager
<b>FP</b> – Fixed Price	<b>SOW</b> – Statement of Work
<b>MWESB</b> – Minority, Women & Emerging Small Bus.	<b>T&amp;M</b> – Time and Materials
<b>NTE</b> – Not to Exceed	<b>WOC</b> – Work Order Contract

**B. STANDARDS and GENERAL REQUIREMENTS**

The standards and general requirements applicable to this WOC are stated in the parent PA. In addition to those stated in the PA, the following standards and general requirements apply to this WOC:

The “Reference Standards and Procedural Guidance Applicable To ODOT A&E and Related Services Projects” (as may be revised from time to time) is at the following Internet address and are incorporated by this reference with the same force and effect as if fully set forth herein:

<http://www.oregon.gov/ODOT/CS/OPO/docs/Standards.pdf>

**C. REVIEW, COMMENT and SCHEDULE OVERVIEW**

Consultant shall coordinate with Agency staff as necessary and shall revise applicable Draft materials to incorporate Agency draft review comments provided via one (1) set of non-conflicting comments representing all Agency reviewers.

- Consultant shall incorporate comments within ten (10) business days from receipt by Agency of one (1) set of non-conflicting comments representing all reviewers and return the Final to Agency staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.
- The schedule for delivery is identified for each deliverable in the SOW. For contingency tasks the delivery schedule is stated as the number of business days from the NTP issued for the respective contingency task. All authorized Contingency Tasks and Deliverables must be completed and submitted no later than the schedule identified for the contingency task or thirty (30) calendar days prior to the expiration date of this WOC, whichever is earlier.

**D. FORMAT REQUIREMENTS**

- Consultant shall submit draft deliverables in electronic format (PDF acceptable) via email (and hard copy if requested).
- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables throughout the SOW or in the PA/ATA/Contract.

**E. TASKS, DELIVERABLES and SCHEDULE**

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. The delivery schedule is listed under each task and a summary is provided in a table at the end of Section E.

This WOC focuses on Consultant services; however, the roles and support by the Project’s Agency, THPRD and City partners are shown as a necessary context for successively completing the work. Key elements of this work program include the following tasks (initiated following Agency issuance of NTP):

- Task 1: Project Management
- Task 2: Research and Analysis
- Task 3: Alternatives Development
- Task 4: Public Involvement/Consensus Building
- Task 5: Alternatives Refinement
- Task 6: Final Report/Recommendation
- Task 7: Project Prospectus

**TASK 1 - Project Management**

**OBJECTIVE:** Ensure Project tasks flow smoothly to keep Project on schedule and under budget.

### **Agency and THPRD Responsibilities:**

Agency and THPRD will provide the following:

- a. Establish and maintain coordination with Consultant, Metro, ODOT, and other agencies with information sharing and other project related tasks.
- b. Review work produced by Consultant.
- c. Review and provide comments on the Project schedule.
- d. Review progress reports and process billing invoices within 30 days after receipt of invoices.
- e. Submission of quarterly reports from THPRD on Project task completion for Metro review and approval.

### **Metro Responsibilities:**

Metro will provide the following:

- a. Review of tasks/work invoiced for payment is accurate and consistent with scope, schedule, and budget and recommendation on payment of invoice.
- b. Approval of Quarterly Reports as submitted by THPRD for submission to Federal Highway Administration.

#### **Task 1.1: Project Coordination and Quality Control**

**Task Description:** Consultant's specific responsibilities/activities include, but are not limited to:

- Strategic consultation with THPRD staff regarding overall Project.
- Program, supervise, and coordinate Project work and Consultant's staff.
- Establish and maintain all Project files (written and electronic).
- Monitor work tasks, budget, and schedule.
- Prepare monthly written progress reports and invoices (electronic file to APM and THPRD).
  - Prepare detailed Project schedule with milestones using MS Project software.
  - Prepare a Quality Control Plan.

### **DELIVERABLES:**

Consultant shall:

- Prepare and submit final Project schedule due to APM and THPRD at Project Kick-off Meeting.
- Prepare and submit up to twelve (12) monthly project invoices and progress reports for the duration of the Project, due no later than the twentieth (20<sup>th</sup>) calendar day of each month. One (1) electronic copy and one (1) hard copy due to APM, THPRD and Metro.
- Prepare and submit a Quality Control Plan due to APM and THPRD at Project Kick-off Meeting.
- Submit Project files and documents to APM and THPRD within thirty (30) calendar days of written (e-mail acceptable) request.

#### **Task 1.2: Project Team Meetings**

**Task Description:** Consultant shall conduct and/or participate in Project related meetings as outlined in the following subtasks:

##### **Task 1.2.1 Kick-off Meeting**

Consultant shall work with THPRD and Agency to schedule the project Kick-off meeting. The purpose of the meeting is to discuss roles and responsibilities, work tasks and deliverables. The meeting will be held at the Consultant's office in Portland and will be assumed to be two (2) hours in length. Up to ten (10) Consultant team members, including sub-consultants, will attend

the Kick-off meeting. Consultant shall prepare the Kick-off meeting agenda and summary notes. The agenda shall be prepared and distributed to THPRD and Agency three (3) days prior to the meeting. The summary notes from the Kick-off Meeting shall be distributed to all attendees within five (5) working days of meeting.

**DELIVERABLES:**

Consultant shall:

- Prepare and distribute the Kick-off Meeting Agenda three (3) days prior to meeting date.
- Prepare and distribute the Kick-off Meeting summary notes within five (5) working days after the meeting.

**Task 1.2.2 Project Team (PT) Meetings**

Consultant shall work with THPRD and Agency to schedule monthly PT meetings. THPRD's Administrator and Consultant's Project Manager will co-chair the PT Meetings. Each meeting will be scheduled assuming one (1) hour in length. The meetings will be held at THPRD's East Annex office in Beaverton. The agendas shall be prepared and distributed to THPRD and Agency three (3) days prior to the meeting. Summary notes shall be prepared and distributed to all attendees within five (5) working days following each meeting. For budgeting purposes, no more than four (4) Consultant team members shall attend each PT meeting. The four (4) team members shall include the Consultant's Project Manager, Public Involvement Specialist, Project Assistant and one other member who will attend the meeting on an as needed basis. The Project Assistant shall be responsible for scheduling the meetings and preparing the summary notes. A total of ten (10) PT meetings are assumed.

**DELIVERABLES:**

Consultant shall:

- Prepare and distribute the PT Meeting Agenda for each PT meetings three (3) days prior to the date of the meeting (10 total).
- Prepare and distribute the PT Meeting Summary Notes within five (5) working days after the meeting (10 total).

**Task 1.2.3 Public Open House Meetings**

Consultant shall perform the public involvement work for the Project and shall schedule and lead two public Open House meetings for this Project. The Open House meetings shall be held at the Conestoga Recreation & Aquatic Center in Beaverton. For budgeting purposes, it is assumed that up to four (4) Consultant team member will attend each of the two Open House meetings to present information on the crossing alternatives, listen to the public's comments, and respond to any issues or concerns as appropriate, and present design information to the community. Each meeting is assumed to be up to four (4) hours in length.

Consultant shall coordinate meeting strategies with THPRD and prepare up to six (6) exhibits for display at the meetings. One (1) exhibit shall be prepared for each conceptual crossing alternative that shows the location of the respective alternative alignment on a GIS map. An exhibit shall also be prepared for the vertical alignment of each of the two (2) grade-separated alternatives.

Up to four (4) exhibits of the preferred alternative shall be presented at the second Open House meeting. The exhibits shall include a schematic of the trail alignment, crossing on Hall Boulevard, typical section and illumination.

**DELIVERABLES:**

Consultant shall:

- Prepare six (6) exhibits for display at the first Open House meeting.
- Prepare four (4) exhibits of preferred alternative for display at the second Open House meeting.

**Task 1.2.4 Beaverton City Council Presentations**

Consultant shall attend up to two (2) City Council presentations. For planning and budgeting purposes, it is assumed that the Consultant's Project Manager, shall prepare for and attend the two (2) City Council presentations for a total of eight (8) hours, including travel time.

The purpose of the City Council presentation is to assure the Councilors that the public has been involved in shaping the preferred option and that the solution is sound. The first presentation will occur after Open House Meeting #1 and the THPRD Advisory Committee meetings. The second presentation will occur prior to the THPRD Board approval of the preferred crossing option.

**DELIVERABLES:**

Consultant shall:

- Attend two (2) Beaverton City Council presentations.

**Task 1.2.5 THPRD Board of Directors Meetings**

Consultant shall attend up to two (2) THPRD Board of Directors meetings. For planning and budgeting purposes, it is assumed that the Consultant's Project Manager, shall prepare for and attend the two (2) meetings for a total of ten (10) hours, including travel time. The meetings will be held at the HMT Recreation Complex, Dryland Training Center located at 15707 SW Walker Road in Beaverton.

The purpose of the first Board meeting will be to introduce the Consultant's Project Manager, briefly review the Project history, discuss the alternatives, and respond to any questions or comments from the Board. The purpose of the second Board meeting will be to present the outcome of the Public Involvement process and the preferred alternative, and respond to any questions or comments from the Board. The Consultant's PI Coordinator, along with the Project Manager, shall attend the second Board meeting.

**DELIVERABLES:**

Consultant shall:

- Attend two (2) THPRD Board of Directors Meeting.

**TASK 2 - Research/Analysis**

**OBJECTIVE:** Identify and review previous planning efforts and/or recommendations of trail crossings at Hall Boulevard undertaken by other agencies. Identify, collect, and analyze new or changed information necessary to facilitate the alternatives crossing study.

**Agency and THPRD Responsibilities:**

Agency and THPRD will provide the following:

- a. Information regarding THPRD’s previous planning efforts, including the efforts by City of Beaverton to construct an at-grade crossing as part of its 2002 Hall Boulevard Expansion Project
- b. THPRD Trails Master Plan
- c. THPRD trail design standards and guidelines

**Task 2.1: Document Research**

**Task Description:** Consultant’s specific responsibilities/activities include, but are not limited to the following:

- Conduct a site visit of the Project area with up to eight (8) members of the Project Team.
- Review and prepare a summary of previous planning efforts, including THPRD 2006 Trails Master Plan, Metro 2003 Fanno Creek Trail Action Plan, City of Beaverton Hall Boulevard 2002 Expansion Project (which proposed an at-grade trail crossing), and other planning documents specific to the trail/street crossing as applicable.

**DELIVERABLES:**

Consultant shall:

- Prepare a summary report of previous planning efforts.

**Task 2.2: Topographic Survey and Mapping**

Consultant shall provide land surveying services necessary to prepare a base map and Digital Terrain Model (DTM). The base map and DTM will be used to identify up to four (4) alternatives.

**Task 2.2.1 Control Network**

The horizontal datum must be based on the Oregon State Plane Coordinate System (NAD 83/98). The vertical control shall be NAVD 88. Consultant shall establish Global Positioning System (GPS) control for the horizontal position of up to 5 control points and run levels over all control points to provide for the topographic survey. All coordinates must be provided in International Feet (SI) and elevations shall be provided in U.S. Feet.

**DELIVERABLES:**

Consultant shall:

- Include the control information on the base map prepared under Task 2.2.2.

**Task 2.2.2 Topographic Survey Base Map**

Consultant shall provide topographic information on all general features within the Project boundaries (those areas 500’ south and north of Hall Boulevard and 500’ east and west of where the Fanno Creek Regional Greenway Trail is located). The topographical information will be used to prepare a Project base map for developing the alternatives. The base map shall include land ownership, topography, utility easements and utilities, existing trail, sidewalk, man-made structures and street features. The base map will also be used to identify environmental and permitting requirements within the Project corridor. This is expected to include mapping of existing wetlands, floodplain, dominant vegetation, and related boundaries.

The text and blocks in the base map must be scaled for plotting at a scale of 1" = 50'. The base map must include:

- Calculations to locate the existing lot lines and easements for up to 15 parcels the trail may impact.
- Locations of structures, man-made and natural features; such as fence lines, curbs, edge of pavements, signs.
- Location of significant trees and type (6" in diameter or greater).
- Locations of water, gas mains and other utilities in the vicinity of the property.
- Location, size, depth, and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving or on the property.
- Location of pipe and inverts at each catch basin and manhole.
- Visible utility lines and facilities showing inverts and rim elevation, as available.
- Existing ground shots, including any grade breaks, as required, to define existing ground surface.
- Delineated wetlands.

Consultant shall use surveyed elevations to develop a DTM for contour generation and design use, in Microstation and Inroads XM.

Consultant shall request that existing utilities in the Project corridor are marked through the Oregon Utility Notification Center's One-Call System and request utility record maps. Consultant shall survey marks and accessible utility structures, then map the utilities from the field information and record information. This information must be used to coordinate this Project with utility companies under Task 3.3.

**Assumptions:**

- Base mapping will be completed at a scale with an associated terrain model sufficient to define contours at 1.0 foot interval contours to a typical accuracy of plus or minus one-half contour interval.
- No potholing of underground utilities will be performed.

**DELIVERABLES:**

Consultant shall:

- Prepare a base map.
- Prepare a DTM.

**Task 2.3: Wetland Reconnaissance and Environmental Compliance Assessment**

Consultant shall review published references and perform a field inspection in order to identify the approximate location and extent of wetlands, water features, and ordinary high water marks of all potentially regulated wetlands and water features within the Project area. Based on the preliminary mapping of these wetlands and waters, Consultant shall identify the likely extent of "Vegetated Corridors" as defined and regulated by CWS and "Impact Areas" as defined and regulated by the City of Beaverton Significant Natural Resources Overlay.

Consultant shall provide recommendations for avoiding and minimizing impacts to wetlands and vegetated corridors and shall estimate the impact of the Project to these resources based on the preferred alignment. Consultant shall identify permitting requirements and mitigation strategies in light of current local, state, and federal regulations. Consultant shall first consider on-site mitigation. If opportunities for on-site mitigation appear marginal, Consultant shall identify the

need to consider off-site mitigation and the approximate credit needed to offset Project impacts. This task excludes the identification or assessment of off-site mitigation sites, and mitigation design.

**DELIVERABLES:**

Consultant shall:

- Prepare a Wetland Reconnaissance Memorandum.
- Prepare an Environmental Compliance Assessment Memorandum.

**Task 2.4: Threatened and Endangered Species Act Documentation**

Consultant shall conduct preliminary investigation of any federally listed or proposed species in the Project area. Consultant shall review USFWS and NMFS web sites and shall submit a site-specific database search from Oregon Natural Heritage Information Center (ORNHIC). Consultant shall contact ODFW and, if warranted, shall contact USFWS and NMFS under Section 7 of the Endangered Species Act (ESA). Consultant shall identify conservation measures and avoidance measures likely to be required for the Project. Consultant shall identify potential for a No-Effect Memorandum (NEM) or Biological Assessment (BA) for ESA species.

**DELIVERABLES:**

Consultant shall:

- Prepare a preliminary report regarding potential occurrence of and impacts to federally listed or proposed threatened and endangered species. Report must summarize whether the Project will require a NEM document or a BA.

**Task 2.5: Historic and Archaeological Investigations**

Consultant shall identify archaeological, cultural, or historical resources that may be located in the study area. Funding will come from the federal Congestion Mitigation Air Quality (CMAQ) funds provided under the Metropolitan Transportation Improvement Program (MTIP). Consultant shall perform a reconnaissance-level cultural resources study to determine the extent of additional fieldwork and research that may be needed to meet the federal standards under Section 106 of the National Historic Preservation Act (NHPA). Consultant shall provide recommendations for additional work needed to meet state and federal laws protecting significant archaeological sites (ORS 358.910) and those protecting significant buildings and structures that are publicly owned (ORS 358.653). The work must be directly supervised or performed by Consultant's staff meeting the Secretary of Interior's Professional Qualifications Standards in Archaeology and Historic Preservation. Agency will review the technical reports as required for Projects with Federal funding.

**Archaeological Reconnaissance-Level Study** – Consultant shall review literature and shall search records to verify information regarding previous sites that have been identified and inventories that may have been conducted within the Project area. This task includes gathering information at the State Historic Preservation Office (SHPO), reviewing reports for studies done in the Project vicinity, and inspecting historic-period maps and documents including, but limited to, General Land Office maps of the area.

Consultant shall conduct a reconnaissance-level field inspection of the Project Area of Potential Effect (APE) to determine the level of formal survey work needed to meet federal and state requirements for the protection of significant archaeological sites. The presence of the creek raises the possibility of the presence of prehistoric cultural resources along the stream banks and

in adjacent areas. Consultant shall prepare a summary of the results of the records search and field inspection in the form of a technical report that will provide recommendations for tasks or studies needed to meet federal and state compliance requirements for the protection of significant archaeological resources.

**Historic Resource Reconnaissance-Level Assessment** – Consultant shall conduct reconnaissance-level research of the proposed Project area to determine if previously recorded historic resources are present within the APE. Consultant shall conduct a field inspection of the Project area will be conducted to determine if any historic resources are within the Project APE that are over 45 years in age that will need to be documented and evaluated. Consultant shall provide a preliminary evaluation of up to two historic resources.

The results of the field visit and a review of existing historical documents, historic maps and photographs, tax assessor's files, and local library and museum sources must be prepared in the form of a technical report with a summary of the results of the research and recommendations for any formal documentation and assessment of historic resources identified within the APE. The summary report must identify any additional steps needed to meet federal and state compliance requirements for the protection of significant historic resources.

**DELIVERABLES:**

Consultant shall:

- Prepare a summary report.

**Task 2.6: Floodplain Analysis**

Consultant shall provide a reconnaissance level floodplain analysis for the Project. The purpose of the analysis is to provide an understanding of the existing flooding conditions within the Project area, the regulatory requirements associated with development within the floodplain, and the potential need for stormwater detention/treatment.

Consultant shall review available existing information necessary for conducting the work as it relates to flooding conditions in the vicinity of the Project site. This information should include, but is not limited to: aerial photos, flood photos, topography maps, hydrologic models, hydraulic models, FEMA flood insurance studies and flood insurance rate maps, and local floodplain stormwater ordinances.

Consultant shall conduct a site inspection and observe existing stream and floodplain crossings within the developed portions of the trail located north and south of the Project site in order to report the type and magnitude of impacts that may occur as a result of the proposed Project.

Consultant shall record observations for the following:

- a. Note evidence of scour.
- b. Hydraulic controls from channel constrictions, dams, etc.
- c. Apparent or observed high water marks.
- d. Evidence of debris.
- e. Conversations with local residents, and/or City/County/Clean Water Services (CWS) about flooding.

Based on the results of the existing information review and site inspection, consultant shall prepare a technical memorandum (TM) that addresses the concept evaluation of the impacts of

the proposed alternatives on the floodplain. Additionally, any potential water quality or detention requirements specific to the individual alternatives will be noted.

**DELIVERABLES:**

Consultant shall:

- Prepare a preliminary report documenting the methods, data, assumptions, and results of the reconnaissance floodplain analysis effort. Consultant shall produce and deliver to the APM three (3) hardcopies and one (1) electronic copy of the Draft TM.
- Deliver three (3) hardcopies and one (1) electronic copy of the Final TM to the APM and THPRD.

**Task 2.7: Tree Assessment**

The City of Beaverton has been recognized as a Tree City USA representing the community's commitment to the environment. Consultant shall work with THPRD's and City's Arborist to identify species and size of all trees in the Project impact area and to determine any dead, decaying, or hazardous tree or shrub within the Project area that may be a danger to any person or property within the public ROW. Consultant shall also identify any trees or shrubs that may interfere with vehicular or pedestrian traffic associated with the alternatives study. Using City tree replacement guidelines, consultant shall also identify opportunities within the public ROW and Project boundary that may be suitable for planting new trees and shrubs. The tree assessment shall be documented in a narrative.

**DELIVERABLES:**

Consultant shall:

- Prepare a Tree Assessment Narrative.

**Task 2.8: Utility Coordination**

Consultant shall identify all utilities and utility easements within the Project boundaries, noting their locations and issues related to the crossing alternatives and construction. Consultant shall contact public utilities to request as-built drawings of their facilities. Consultant shall determine any constraints or impacts of the Project on utilities, and any adjustments, mitigation or guidelines for compliance. Consultant shall identify preliminary issues and costs associated with utility easements.

**DELIVERABLES:**

Consultant shall:

- Prepare a Preliminary Utility Memorandum.

**Task 2.9: Level 1 Hazardous Material Corridor Assessment**

Consultant shall complete a Design Options Analysis to select a preferred alignment of the trail. The assessment is intended to identify potential sources of contamination that could impact the Project, and to assist with the recognition of hazardous materials, if they exist, that could significantly affect alignment options for the trail. Based on this information, Consultant shall complete the following subtasks:

- **Site Visit (Reconnaissance) and Historic Research** – A qualified environmental professional shall conduct a reconnaissance of the Project Corridor to observe the corridor and any structures located on the corridor to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. Consultant shall observe from adjacent

public property and from on site, the periphery of the corridor, and all structures on the corridor.

Consultant shall inspect the Project Corridor for obvious visual signs of contamination or other environmental problems. Consultant shall view adjacent parcels and shall review existing uses for potential environmental impacts. Consultant shall document the condition of the Project Corridor at the time of the inspection with color photographs. Consultant shall include color copies of selected photographs in the report.

Consultant shall attempt to identify the uses of the Project Corridor from the present to at least 1940. Consultant shall review one or more of the following standard historical sources, when the records are reasonably ascertainable: aerial photographs, fire insurance maps, property tax files, recorded land title records, United States Geologic Survey (USGS) topographic maps, city directories, building department records, zoning/land use records, and other historical sources.

Consultant shall review reasonably ascertainable recorded land title records and lien records filed under federal, state, local, and tribal jurisdictions to identify environmental liens or activity use limitations (AULs) imposed by judicial authorities.

- **Records Research and Review** - Consultant shall conduct regulatory searches for the Project Corridor, which includes a review of publicly available environmental records obtained from the EPA and Oregon Department of Environment Quality (ODEQ). Consultant shall review the following federal, state, and tribal lists: National Priorities List (NPL), Comprehensive Environmental Recovery, Compensation, and Liability Information System (CERCLIS), Resource Conservation and Recovery Act (RCRA) Transport, Storage, and Disposal (TSD), RCRA generators, Environmental Response Notification System (ERNS), Underground Storage Tank (UST), leaking UST, Hazardous Materials (HAZMAT), and landfill sites. Consultant shall identify listed properties within the minimum search distances specified by E 1527-05. Consultant shall review the records and make conclusions based on the data.

In addition, Consultant shall contact the county assessor, environmental health, fire, building, and planning departments for pertinent environmental information pertaining to the Project Corridor. If necessary, Consultant shall review available files at the ODEQ office in Portland for additional records pertaining to the Project Corridor and surrounding properties.

Consultant shall obtain current USGS topographic maps and current aerial photographs (if available) of the Project Corridor. Consultant shall also review published information regarding soils, geology, and hydrogeology of the Project Corridor and region.

- **Data Analysis and Report** – Consultant shall prepare a Level I Hypergol Maintenance and Checkout Area (HMCA) report for the Project Corridor that summarizes the findings of the investigations. Consultant shall include all supporting documentation used to develop conclusions, including photographic documentation, in the report. Consultant shall provide recommendations for further action, if deemed necessary by the data. The report must be signed by a professional qualified according to American Association of

State Highway and Transportation Officials (AASHTO) guidelines and must be stamped by an Oregon Registered Geologist.

**DELIVERABLES:**

Consultant shall:

- Prepare a Level I HMCA Report

**Task 2.10: Preliminary Geotechnical Investigation (Contingency Task)**

***CONTINGENCY TASK:*** *Task 2.10 identifies specific deliverables that Agency and THPRD, at their discretion, may elect to authorize Consultant to produce. Consultant shall only complete Task 2.10 and the identified deliverables pursuant to written (e-mail acceptable) Notice-to-Proceed (NTP) issued to Consultant by Agency and THPRD. A separate NTP is required to authorize Task 2.10. The Not-to-Exceed (NTE) amount for completing this contingency task is \$24,489.00 and is only billable if Consultant is authorized to complete Task 2.10 per NTP.*

Consultant shall complete a preliminary geotechnical investigation for the Project. The crossing may consist of a pedestrian overcrossing bridge, or an undercrossing tunnel. The purpose of the investigation is to characterize subsurface conditions at the site on a preliminary basis and develop conclusions and recommendations to aid in conceptual design of the project and development of an associated cost estimate. The investigation will consist of a review of existing information, a site reconnaissance, one exploration boring, geotechnical analyses and design, and preparation of a geotechnical report.

**Task 2.10.1 -- Review of Existing Information**

Consultant shall collect and review information from the following sources (as applicable):

- Existing published and unpublished literature from Agency records.
- Previous geology and/or geotechnical reports from Agency, federal, city, county, or other officials, Consultants, groups, or individuals pertinent to the Project.
- As-built bridge and roadway plans (as available).
- Maps and publications (published and unpublished) from:
  - US Geological Survey (USGS).
  - Oregon Department of Geology and Mineral Industries (DOGAMI).
- Consultant reports and other sources as necessary to be familiar with the geology of the Project area and previous construction work performed in the area pertinent to the proposed construction project.

**DELIVERABLES:**

Consultant shall:

- Prepare a summary of the review included in the Geotechnical Report under Task 2.10.7. Deliverable timeframe as specified in Task 2.10.7.

**Task 2.10.2 -- Site Reconnaissance**

Consultant shall conduct a reconnaissance of the site to identify and record the geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed project elements.

The site reconnaissance shall include, but is not limited to, the following work:

- Observing and recording surface conditions indicative of subsurface conditions and past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable

slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).

- Identification of site constraints, construction staging concerns, and environmental issues.

**DELIVERABLES:**

Consultant shall:

- Prepare a summary of the reconnaissance included in the Geotechnical Design Report under Task 2.10.7. Deliverable timeframe as specified in Task 2.10.7.

**Task 2.10.3 -- Work Plan**

Consultant shall prepare a work plan that describes all field investigation activities. The work plan will include Safety, Exploration, and Traffic Control Plans. The plan shall be developed in accordance with Agency guidelines and requirements.

**DELIVERABLES:**

Consultant shall:

- Prepare a draft of work plan for review by Agency and THPRD. A final plan will be prepared that incorporates review comments.

**Task 2.10.4 -- Field Investigation**

Consultant shall drill, sample, and log one boring at the site. The work will include:

- Prepare and submit application for site access and drilling to Local Agency.
- Clear utilities at boring location using One Call service and private utility locator.
- Drill, log, and sample one boring to a depth sufficient to permit deep foundation evaluation for pedestrian bridge. Estimated depth of boring is 60 to 80 ft.
- Obtain Standard Penetration Test (SPT) or undisturbed samples at 5-ft intervals of depth.
- Install standpipe in completed borehole to permit periodic measurement of the groundwater level.
- Install protective monument at the ground surface and complete installation in accordance with Oregon Water Resources Department rules.

**DELIVERABLES:**

Consultant shall provide in the Geotechnical Report under Task 2.10.7:

- Log of boring.
- Tabulated record of groundwater level measurements.

**Task 2.10.5 -- Laboratory Testing**

Using soil samples obtained from the boring, Consultant shall complete a limited laboratory testing program that will likely include:

- Laboratory examination and classification of samples.
- Natural water content, in situ unit weight and Atterberg limits determinations.
- Unconfined compressive strength, if appropriate.
- Consolidation.

**DELIVERABLES:**

Consultant shall:

- Provide laboratory testing results in the Geotechnical Report under Task 2.10.7.

**Task 2.10.6 -- Geotechnical Design**

Consultant shall perform preliminary design analysis and develop preliminary design conclusions and recommendations for potential pedestrian crossing alternatives including, but not limited to, pedestrian overcrossing bridge and undercrossing tunnel. Work shall be completed in accordance with current Agency standards. Analyses shall address roadway embankment modifications, bridge foundations, retaining walls, cut and cover tunnel design, and other tunnel construction methods.

Analysis shall include:

- Seismic design criteria as required by Agency GDM and BDM.
- Preliminary evaluation of seismic hazards, including liquefaction, lateral spreading, and slope stability; and potential impacts on project and mitigation measures, if appropriate.
- Soil Fill Slope Design Along SW Hall Boulevard
  - Evaluate soil fill slope design alternatives
  - Perform soil fill slope settlement evaluation and stability analysis.
- Bridge Foundation Design:
  - Evaluate bridge foundation design alternatives;
  - Evaluate spread footing bearing resistance and settlement, as well as footing geotechnical design parameters, if considered practical;
  - Estimated pile or drilled shaft foundation bearing resistance and expected downdrag on deep foundations under static and seismic conditions;
  - Pile or drilled shaft size, spacing, length, minimum and estimated tip elevations, settlement, downward, and uplift and lateral capacities;
  - Parameters for P-y curve development using L-pile.
- Tunnel and Retaining Wall Design:
  - Estimated total and differential wall/tunnel settlement;
  - Static and seismic lateral earth pressures;
  - Geotechnical sliding resistance and overturning (as needed);
  - Criteria for temporary cut slopes; and
  - Liquefaction hazard (if present) evaluation on retaining wall/tunnel design. The assessment shall include necessity of liquefaction mitigation, mitigation alternatives and conceptual mitigation design recommendations.
  - Subgrade preparation requirements.
- General considerations associated with geotechnical-related temporary construction works, such as temporary shoring.
- Retaining wall and subdrainage requirements.

**DELIVERABLES:**

Consultant shall:

- Prepare a summary of geotechnical design elements included in the Geotechnical Report.
- A presentation and discussion meeting of calculations and analyses.

### **Task 2.10.7 -- Preparation of Reports**

GRI will prepare a draft Geotechnical report summarizing evaluations, analyses, and recommendations. After the submittal of a Draft Geotechnical Report, Consultant shall incorporate or address the Agency's comments in the preparation of the Final Geotechnical Report.

#### **DELIVERABLES:**

Consultant shall submit:

- Three (3) hard copies of the draft Geotechnical Report six (6) weeks after receipt of NTP. Agency shall review the report and provide written comments back to the Consultant.
- One (1) electronic copy of the draft Geotechnical Report, six (6) weeks after receipt of NTP.
- Five (5) hard copies and one (1) electronic copy of the Final Geotechnical Report within fifteen (15) days following the receipt of the comments on the draft report.

### **Task 2.11: ROW Services**

The proposed crossing alternatives will be located on up to 15 parcels. Consultant shall provide title information for up to 15 parcels. The information on the titles must be used to identify any underlying easement ownerships and restrictions or limitations related to the land use within the respective easements. Consultant shall also provide a preliminary ROW cost estimate for up to four (4) crossing alternatives. Consultant shall develop a preliminary estimate in accordance with Agency's ROW Consultant Guide and ROW Manual. Consultant shall include this information in a memorandum that will be submitted with the title report.

Consultant shall note the easements on the Topographic Survey Base Map prepared under Task 2.2.2.

#### **DELIVERABLES:**

Consultant shall:

- Lot Book reports for up to 15 parcels.
- Easement memorandum to be submitted with the lot book reports.

### **TASK 3 - Alternatives Development**

**OBJECTIVE:** Identify and explore a number of logical alternative crossing options, including at-grade, underpass, and overpass, identify and analyze opportunities and constraints of each alternative, taking into consideration land use, environmental, traffic, cost, and design characteristics.

#### **Task 3.1: Trail Alternatives**

Consultant shall identify up to four (4) reasonable crossing alternatives, new or those from previous planning efforts. The crossing alternatives shall include:

1. An at-grade crossing of Hall Boulevard near the existing curb cuts in the sidewalk at the trail's location, including intersection improvements,
2. An overcrossing of Hall Boulevard at the trail's location,
3. An undercrossing of Hall Boulevard at the trail's location, and
4. A crossing at the intersection of SW Creekside Place and Hall Boulevard.

The alignment options must minimize impacts to sensitive areas, trees and utilities to the greatest extent practicable.

Consultant shall review the best possible alignment options, including connectivity to existing trails and access points. Consultant shall prepare schematic drawings of up to four (4) trail alignment alternatives within the Project boundary. The schematic of each trail alternative shall be developed from field survey data and current GIS mapping available from Metro. The schematic drawings shall identify the area of potential effect, including an assumed trail width of 14 feet (10-foot wide pavement with 2-foot wide shoulders) and approximate locations of any potential structures i.e., retaining walls, tunnel and bridges. Consultant shall show the vertical alignment for the two grade-separated alternatives on a separate schematic.

Consultant shall meet with the City of Beaverton Planning and Transportation staff to review the schematic drawings and discuss each alternative. Consultant shall prepare and be available to discuss the design criteria documenting the applicable City of Beaverton and AASHTO standards at the meeting with City staff. Input from the meeting will be used to finalize the schematic drawings prior to presenting them at a public forum.

Consultant shall prepare a Crossing Alternative Memorandum that identifies the design criteria and design features including but not limited to, structures (bridge crossings and retaining walls) and trail characteristics (curvature, maximum and minimum vertical gradients, and typical section). The memorandum must summarize issues and impacts of each alternative, including the following:

- Connections with existing trails and access points,
- Environmental impacts,
- Ease of implementation,
- Aesthetics and trail user experience,
- Compatibility with existing plans, adjoining land uses,
- Public support, and
- Cost and funding considerations.

#### **DELIVERABLES:**

Consultant shall:

- Prepare schematic drawings showing plan view for up to four (4) alternatives and profiles for two (2) grade-separated alternatives investigated.
- Three (3) sets of concept level drawings of the two structure types (pedestrian bridge and pedestrian tunnel).
- Design Criteria documentation, required by ODOT, and found at the following link; [http://www.oregon.gov/ODOT/HWY/PDU/pd02\\_linked.shtml](http://www.oregon.gov/ODOT/HWY/PDU/pd02_linked.shtml)

Prepare a summary report of findings identifying project area opportunities and constraints.

#### **Task 3.2: Cost Estimate**

Consultant shall summarize the preliminary Project cost estimates for up to four (4) alternatives. The cost estimates must be based on Agency's average unit bid prices for the major work items, including any on- or off-site mitigation. Construction engineering, ROW and utility relocation costs, if necessary, must be included in the cost estimates.

#### **Assumptions:**

- Structure costs must be developed based on latest available bid results from the 2008 *Bridge Cost Data* information published by the Agency.

## **DELIVERABLES:**

Consultant shall:

- Prepare preliminary cost estimates for up to four (4) alternatives submitted with the summary report of findings (Subtask 3.1).

### **Task 3.3: Traffic Analysis Report**

#### Field visit

Consultant shall conduct a field visit to identify the existing physical and operational characteristics of the roadway, bicycle, pedestrian and transit network in the Project study area defined below. Traffic signal timing plans shall be obtained from the City for the existing traffic signals at the intersections of SW Hall Boulevard and SW Greenway Drive, and SW Hall Boulevard and SW Nimbus Avenue.

#### Traffic Information

The Project study area shall include the following intersections:

- SW Hall Boulevard and SW Greenway Drive.
- SW Hall Boulevard and SW Creekside Place.
- SW Hall Boulevard and SW Nimbus Avenue.

Consultant shall collect current traffic volumes, including turning movement counts and vehicle classifications. Turning movement counts need to be performed on Tuesday, Wednesday or Thursday. The following traffic data shall be collected for the study area intersections:

- One (1) 5-day directional vehicle classification count: SW Hall Boulevard west of Creekside Place
- Three (3) 24-hour directional vehicle classification counts: SW Hall Boulevard east of Creekside Place, and Creekside Place north and south of Hall Boulevard.
- Three (3) 3-hour PM turning movement counts (4pm-7pm): SW Hall Boulevard and SW Greenway Drive, SW Hall Boulevard and SW Nimbus Avenue, and SW Hall Boulevard and SW Creekside.

Count data shall be used to identify weekday PM traffic volumes. Available trail user data, to be provided by Tualatin Hills Parks and Recreation District, shall be reviewed to assess potential mid-block crossing demand associated with the Fanno Creek Trail. The mid-block crossing will follow standards identified in the 2009 Manual of Uniform Traffic Control Devices

#### Traffic Analysis

Consultant shall obtain VISUM traffic and turning movement projections for 2005 (calibrated base year model) and 2035 (future model year) from Metro.

Consultant shall analyze existing year 2010 traffic operations and queue lengths at study area intersections and compare to applicable City standards. Consultant shall use the Synchro/SimTraffic software to evaluate intersection operations and queuing. Consultant shall obtain traffic signal timing plans for the two (2) signalized intersections in the study area from the City.

Consultant shall forecast opening year and year 2035 turning movement projections for the study area intersections using the growth information from the forecasting model. One forecast scenario for the study area intersections shall be developed by the Consultant to reflect up to two (2) lane configurations at the intersection of SW Hall Boulevard and SW Greenway Drive, and

up to two (2) lane configurations at the intersection of SW Hall Boulevard and SW Creekside Place.

Consultant shall assess and identify future lane configurations required to meet appropriate operational standards. The Consultant shall analyze queue storage requirements, particularly with the left turn movement from SW Hall Boulevard to southbound Greenway Drive, in order to identify potential conflicts. The Consultant shall compare existing and opening year traffic volumes with traffic signal warrants to determine when and if signals may be needed at SW Creekside Place.

**DELIVERABLES:**

Consultant shall:

- Draft traffic report documenting findings and analysis for review. Consultant shall provide two copies to the Agency and two copies to the City
- Final traffic report addressing City and Agency comments. Consultant shall provide three copies to the Agency and three copies to the City

**Task 3.4: Land Use Regulations**

Consultant shall review existing land use plans to identify zoning and comprehensive plan policies that would apply to the proposed Project alternatives. The Consultant shall contact the City of Beaverton Planning and Transportation Departments to discuss which plans are applicable and identify the anticipated approval process that will be required. The Consultant shall provide a technical memorandum that compares the design alternatives in terms of applicable policies, related zoning regulations, and the anticipated permit review timeline.

**DELIVERABLES:**

Consultant shall:

- Prepare a draft Land Regulations Analysis Technical Report documenting findings of the literature review and discussions with the City of Beaverton.
- Prepare a final Land Regulations Analysis Technical Report addressing City and Agency comments.

**Task 3.5: Environmental Regulations**

Consultant shall review Project applicable environmental regulations. These shall include Section 404 of the Clean Water Act (i.e. U.S. Army Corps wetlands and waters permit), Oregon Removal-Fill Law (Oregon Department of State Lands wetlands and waters permit, the Federal Endangered Species Act (ESA), Clean Water Services Service Provider Requirements. Local jurisdiction natural resource related issues will also be reviewed in coordination with Task 3.4 Land Use Regulations. In support of the ESA review, the Oregon Biodiversity Center (formerly Oregon Natural Heritage Resource Center).database will be queried for the presence of threatened, endangered, and sensitive species that may inhabit the Project study area.

Additional environmental/natural resource regulations shall be reviewed as appropriate. However, environmental regulations pertaining to hazardous materials are not included.

**DELIVERABLES:**

Consultant shall:

- Prepare a draft Environmental Regulations Technical Memorandum documenting environmental regulations pertinent to the proposed Project, including potential issues and solutions related to each design alternative.
- Prepare a final Environmental Regulations Technical Memorandum that incorporates ODOT and THPRD comments.

### **Task 3.6: Environmental Sensitive Areas**

Consultant shall review and identify environmental sensitive areas and assessment needs. This review shall be based on the environmental issues outlined in Task 3.5 Environmental Regulations. The review will entail researching existing data sources such as soils maps, National and Local Wetland Inventory mapping, and resource mapping by local jurisdictions including Clean Water Services and City of Beaverton. A reconnaissance site visit shall be conducted by a DEA Biologist. Reconnaissance level mapping of potential jurisdictional and sensitive resources will be conducted.

Formal wetland delineation, Clean Water Services Vegetated Corridor mapping, and similar permitting submittal products are **not** included in this effort.

### **DELIVERABLES:**

Consultant shall:

- Prepare a draft Environmental Sensitive Areas Technical Memorandum documenting potential environmental sensitive areas within the Project study area including nearby areas that could be affected by the proposed Project. Assessment needs to take the Project through permitting and design will be highlighted. A reconnaissance level map of potential sensitive resources will also be provided.
- Prepare a final Environmental Regulations Technical Memorandum that incorporates ODOT and THPRD comments.

### **TASK 4 - Public Involvement/Consensus Building**

**OBJECTIVE:** Undertake an extensive community participation process in order to present the pros and cons, as well as flush out community concerns, of each alternative in order to work towards an acceptable preferred crossing alternative.

#### **Agency and THPRD Responsibilities:**

Agency and THPRD will provide the following:

- a. List of interviewees for the stakeholder interviews.
- b. Establish mailing list of residents and businesses within the Project area and of interest groups/organizations and other stakeholders, identify notification process.
- c. Postcard mailings, signs/posters, and advertisement soliciting public input.
- d. Establish a page specific to project on THPRD website.
- e. Establish meeting schedules (locations and times) for the Open Houses.
- f. Website updates and comment area.
- g. Poster and flyers for posting at THPRD facilities and appropriate locations within the Project area.

#### **Task 4.1: Joint Community and Stakeholder Advisory Committee**

Consultant recommends a joint community and agency stakeholder advisory committee as the core of the consensus building for this Project. This committee will explore a range of Hall Boulevard crossing alternatives and recommend a preferred alternative(s) for the safety improvements. As part of its deliberations, the committee will balance the issues for this type of

project – pedestrian, bicycle, auto, freight, emergency access, environmental and other interests such as nearby property owner needs and concerns. The committee will meet at key project milestones to review current information, provide input and make recommendations.

Stakeholder interviews early in the process will help shape the committee membership, inform the public involvement plan and identify areas where stakeholders are most interested in providing input.

Consultant shall also advise and provide additional public involvement and outreach as needed. Consultant understands that THPRD is able to conduct much outreach in-house and has established relationships with many of the stakeholders for this area. Consultant shall craft a thorough communications and outreach plan to share Project information with community members. The plan shall outline specifically how, when, and where in the Project’s timeline input will be gathered to inform the Project team’s recommendations. It will also identify the public information needed to build support on the purpose, need and process for the Project. Consultant expects that a robust and interactive website will capture the broadest audience. This could be an early venue for collecting safety concern information and personal stories for the Project. Other outreach may include Project area tours, a public alternatives workshop, and development of public information pieces.

**Consultant activities shall include:**

1. Stakeholder interviews – conduct up to 10 stakeholder interviews: identify interviewees (7 citizen interest and 3 agency/internal), develop survey instrument, scheduling and conduct interviews, and prepare a findings report.
2. Communications and outreach plan – develop a task, timeline and responsibility outline.
3. 11 member committee with 4 meetings – agendas, meeting minutes, inter-meeting member communications.
4. 2 public events (open houses/tours) – planning, prepare and distribute notice, prepare up to 6 boards and 2 handouts for each, set-up & facilitate, track comments & prepare summary.
5. Up to 8 small group meetings – schedule & coordinate, prepare 1 handout for each, and document meetings. The small group meetings include:
  - 1 meeting for Beaverton Traffic Commission (briefing), after public input but before final City Council presentation.
  - 1 meeting for the Beaverton Bicycle Advisory Committee, after the first Public Open House meeting.
  - 1 meeting for the THPRD Trails Advisory Committee, after the first Public Open House meeting.
  - 1 meeting for the THPRD Natural Resources Advisory Committee, after the first Public Open House meeting.
  - 1 meeting for the Greenway Neighborhood Action Committee, after the first Public Open House meeting.
  - 2 at-large meetings for neighborhood action committees and other interests, as needed and directed by THPRD and City.
  - 1 additional meeting depending on the preferred option. The meeting shall either be a public hearing at the City’s Planning Commission, if the option must go through land use, or at the City’s Traffic Commission, with subsequent approval by City Council.

6. Informational Activities – website start-up and posting, up to four (4) media notices and two (2) display ads, up to four (4) fact sheets/flyers. Note- THPRD responsible for distributing mailed materials.

**DELIVERABLES:**

- Presentation of four (4) alignment alternatives to be used at the 1<sup>st</sup> Open House, committee and commission meetings.
- Updated presentation of the top two (2) crossing alternatives for use at the 2<sup>nd</sup> Open House, committee and commission meetings.

**TASK 5 - Alternatives Refinement**

**OBJECTIVE:** Identify the top two (2) crossing alternatives, as an outcome of the public involvement process, and conduct more detailed analysis for feasibility, including master planning level of detail taking into consideration elements such as land/right-of-way acquisition, permitting, construction methods, environmental impacts, and costs.

**Task 5.1: Crossing Alternative Refinements**

Consultant shall refine the top two (2) crossing alternatives based on feedback received from stakeholders. The top two (2) alternatives and various aspects of the trail crossing shall be presented at the second public open house meeting and the third Public Task Force meeting under Task 4.

Consultant shall show the preliminary design (30% complete) for the top two (2) crossing alternative on the base map. The preliminary design must also include the slope lines for an assumed trail width of 14 feet (10-foot wide pavement with 2-foot wide shoulders), proposed new ROW limits, and the locations of structures. Consultant shall show the vertical alignment and typical section for each alternative on a separate drawing.

Consultant shall refine the preliminary Project cost estimates for the top two (2) alternatives initially prepared under Task 3.2. The refined cost estimates must be based on calculated quantities for major construction items of work and the latest updated information on Agency's average unit bid prices, construction engineering, ROW acquisition and utility relocation costs, if necessary.

Consultant shall prepare a memorandum that summarizes the permitting requirements for the top two (2) alternatives and timelines required to process the permits for approval.

**DELIVERABLES:**

Consultant shall:

- Prepare preliminary drawings (30% design) of the top two (2) alternatives on a roll map on a 1" = 20' scale.
- Prepare a vertical profile of the top two (2) alternatives on a roll map on a 1" = 20' scale.
- Prepare a typical section, not to scale.
- Update the cost estimate.
- Prepare a permitting analysis and timelines memorandum.

**TASK 6 - Final Report/Recommendation**

**OBJECTIVE:** Identify a preferred crossing alternative, including master planning, cost estimate, project schedule, and scope of work necessary to construct the preferred alternative.

**Task 6.1: Preferred Crossing Alternative**

Consultant shall develop the preferred alignment based on feedback received from stakeholders. The preferred alignment and various aspects of the trail features shall be presented at the second public meeting under Task 5.1.

**Task 6.1.1 Alignment Refinement** – Consultant shall refine the master plan drawings, plan view and elevations, and construction details as necessary. Consultant shall develop representative design elements for various aspects of the trail features in collaboration with THPRD and the City.

**Task 6.1.2 Refined Cost Estimate** – Consultant shall refine the cost estimate prepared under Task 5.1 for the preferred alternative and shall prepare detailed cost estimates of these features.

**Task 6.1.3 Final Report** – Consultant shall prepare a final report and recommended crossing alternative, including executive summary, cost estimate, schedule, and description of the planning process. The final report shall include an executive summary that describes the entire planning process and results.

**DELIVERABLES:**

- Master plan drawings, plan view and elevations, and construction details.
- Final report.
- City of Beaverton City Council Project Update/Endorsement Presentation.
- THPRD Board of Directors Project Update/Approval Presentation.

**TASK 7 - Project Prospectus**

**OBJECTIVE:** Complete a project prospectus in preparation of moving the preferred crossing alternative into the preliminary engineering phase, contingent on the financial viability of the preferred crossing alternative in the short term given local resources and remaining regional funds.

**Agency and THPRD Responsibilities:**

Agency and THPRD will provide the following:

- a. Administrative support and coordination
- b. Technical review and support

**Metro Responsibilities:**

Metro will provide the following:

- a. Technical support and review

**Task 7.1: Project Prospectus Parts 1, 2 and 3**

Consultant shall prepare a Project Prospectus following the prospectus format used by the Agency. The three-part prospectus includes the following:

- Part 1: Project request with cost estimate.
- Part 2: Project Details.

- Part 3: Project Environmental Classification, including region environmental checklists.

Consultant shall use the information gathered under Task 2 and consultations as required with regulatory agencies to ensure that issues specific to the Project are understood and noted in the prospectus.

Upon completion of a draft prospectus, Consultant shall provide a copy to the City and Agency for review and comment. Upon receipt of written comments, Consultant shall prepare a final prospectus for the submittal to the Agency and City. Consultant shall submit the final prospectus in electronic form using Microsoft Office software.

**DELIVERABLES:**

Consultant shall:

- Provide a standard three-part ODOT prospectus in draft form of preferred crossing alternative.
- Provide a Final Project prospectus of preferred crossing alternative.

A **Notice to Proceed date of April 1, 2011** is anticipated.

**SCHEDULE**

	<b>Task</b>	<b>Est. Duration</b>	<b>Begin</b>	<b>Complete</b>
1	Project Management and Coordination	10-12 Months	4/2011	4/2012
2	Research and Analysis	1-2 Months	4/2011	5/2011
3	Alternatives Development	3 Months	6/2011	9/2011
4	Public Involvement/Consensus Building	10-11 Months	4/2011	2/2012
5	Alternatives Refinement	2 Months	10/2011	12/2011
6	Final Report and Recommendation	1 Month	1/2012	2/2012
7	Project Prospectus (Parts 1, 2, 3)	1 Month	3/2012	4/2012

**F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed (“NTP”) issued by Agency's APM. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (within the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an

amendment to the WOC. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

**Contingency Task Summary Table**

Contingency Task Description		Max Quantity	Method of Comp.	Total NTE Amount
C.2.10 Preliminary Geotechnical Investigation		1	T&M	\$24,488.64
<b>Total NTE For All Contingency Tasks:</b>				\$24,488.64

**G. RESERVED**

**H. COMPENSATION**

The method(s) of compensation and payment option(s) selected below (**and as specified for any Contingency Tasks in the table in Section F**) are incorporated from Exhibit B to the PA. For additional detail and requirements regarding compensation methods, payment options, or Agency's right to withhold retainage, see PA - Exhibit B, Compensation. No compensation is provided to Consultant for negotiations, preparing or revising cost estimate for Services, or negotiating contracts with subcontractors. Note: Some tasks (e.g., Project Management) will be ongoing throughout the project; however, all tasks are only budgeted for the level of effort applicable to the current phase of the Project.

**H.1 Non-Contingency Tasks**

**The method(s) of compensation for non-contingency tasks in this WOC is:**

Time and Materials with Not-To-Exceed ("T&M")

**H.2 Payment Options**

**The payment option for the Services in the attached SOW is:**

Monthly Progress Payments for acceptable and verifiable progress (For costs on CPFF or T&M);

**H.3 Reserved**

**H.4 Total WOC NTE Amount**

	Compensation Summary Table	Amount
<b>1. CPFF NTE Amount (not including Fixed-Fee)</b>	NTE Amount for allowable costs of non-contingency Services in this WOC	N/A
<b>2. Fixed-Fee Amount</b>	Total of Fixed-Fee amount(s) (for CPFF only)	N/A
<b>3. Fixed Price Amount</b>	Total of Fixed Price amount(s)	N/A
<b>4. T&amp;M NTE Amount</b>	Total for any non-contingency Services	\$365,884.61
<b>5. Price Per Unit NTE Amount</b>	Total NTE for Price Per Unit Costs	N/A
<b>6. Amount:</b>	<b>Total Non-Contingency</b>	\$365,84.61
<b>7. above:</b>	<b>Total for Contingency Tasks (if any) per Section F</b>	\$24,488.64
<b>TOTAL NTE (line 6 plus line 7) This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).</b>		<b>\$390,373.25</b>

## H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements Guide and any other PA requirements. The Invoice Requirements Guide is available on the Internet at:

<http://www.oregon.gov/ODOT/CS/OPO/docs/aepage/InvReq1.doc>

Consultant shall submit invoices electronically via email to [OPOContractInvoices@odot.state.or.us](mailto:OPOContractInvoices@odot.state.or.us) and APM.

## H.6 Summary Report of Subcontractors Paid

Consultant shall submit (via fax, scanned and sent via e-mail, or hard copy delivery) a completed, signed "Summary Report of Subcontractors Paid" form 734-2722 to APM certifying that payment was made to all certified and non-certified subcontractors or suppliers (**required for all Projects that include subs, regardless of funding or whether or not a DBE goal or MWESB Aspirational Target is assigned**). The form is available from the Internet at:

<http://www.odot.state.or.us/forms/odot/highway734/2722.pdf> or from the Office of Civil Rights at 503-986-4350. Submit the form when a progress or final payment has been made to each subcontractor or supplier or when any held retainage is returned to a subcontractor or supplier. Submit the form no later than the fifth day of each month following date payment was made to a subcontractor or supplier. At the completion of the Project, Consultant shall submit a final Summary Report of Subcontractors Paid form (marked as "FINAL REPORT") indicating the total amounts paid to all subcontractors and suppliers. APM will review the report, reconcile any discrepancies with Consultant, and forward to Region Civil Rights staff.

For purposes of Exhibits B and C, references to Department shall mean STATE, references to Contractor shall mean THPRD, and references to Contract shall mean Agreement.

**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**DEPARTMENT OFFICIAL CERTIFICATION**

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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Exhibit C  
Federal Provisions  
Oregon Department of Transportation

**CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

**EXCEPTIONS:**

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false

information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

**II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS**

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily

excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a

prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

##### Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information

of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul

this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

#### V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
  - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

## VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

### **DBE POLICY STATEMENT**

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

**CONTRACTOR'S DBE CONTRACT GOAL**

**DBE GOAL   0   %**

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

**VII. LOBBYING**

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING  
DEPARTMENT'S DBE PROGRAM  
REQUIREMENT CONTACT OFFICE OF  
CIVIL RIGHTS AT (503)986-4354.



[8A]

## MEMO

**DATE:** April 20, 2011  
**TO:** Doug Menke, General Manager  
**FROM:** Hal Bergsma, Director of Planning  
Keith Hobson, Director of Business & Facilities  
Bruce Barbarasch, Superintendent of Natural Resources & Trails Management

**RE:** Bond Program

### Introduction

The information and discussion in this memo adds to that which has been provided to the Board at previous meetings relating to implementation of the Bond Program. This memo provides the latest information on recent and upcoming meetings related to the Bond Program, a description of the process used for planning natural resources restoration projects, and information on bridge and boardwalk replacement projects.

### Recent Public Meetings/Hearings

Lowami Hart Woods: On April 11, 2011, seven members of the Trails Advisory Committee (TAC) and five members of the Natural Resources Advisory Committee (NRAC) held a joint meeting at the Elsie Stuhr Center to discuss issues related to proposed trail and other improvements in Lowami Hart Woods. Members of the public also participated including two representatives of the Friends of Beaverton's Johnson Creek. Issues discussed included site programming; the size and paving of the on-site parking area; the alignment, width, surface, vehicle rating, use and classification of the main north-south trail through the site; and the surface of the loop trail. After discussion and separate deliberation, the two committees decided the following:

NRAC Motion of Record – approved by consensus:

*The Committee supports educational programming that enhances and sustains the environmental protection of the park.*

TAC Motions of Record – approved by consensus:

- *The TAC is in support of adopting staff's currently proposed alternative trail alignment.*
- *The TAC is in support of maintaining the main trail's classification of a Community Trail, as classified in the 1998 and 2006 Trails Master Plans.*
- *The TAC is in support of the loop trail remaining a soft surface trail, with surfacing material appropriate for its use as determined by staff.*
- *The TAC is in support of removing all informal trails in the park.*
- *The TAC is in support of allowing for buses to pull out of traffic alongside the park to discharge passengers, but not to provide bus parking on-site.*

Roy Dancer Park: On April 12, 2011, staff attended a meeting of the Sorenson Estates Homeowners Association to discuss District plans to improve access to Roy Dancer Park from the west and to develop the park. Approximately 15 people attended the meeting. Attendees'

views of potential park improvements were generally negative, with some expressing concerns about the new access. There seemed to be agreement that clearing underbrush from the site to open lines of sight and increase a sense of security was desirable and should be done as soon as possible. Attendees also seemed to be open to consideration of a hard surface loop trail in the park to allow for improved public access and security patrols. Other concerns about park security were addressed by Superintendent of Security Operations Mike Janin. Staff will assess vegetation removal options and present a proposal to the community. Staff intends to complete underbrush removal this summer. Further planning for improvement of the park is not scheduled to occur until early 2013.

Pioneer Park: On March 31, 2011, staff held a neighborhood meeting to discuss a proposed master plan for redevelopment of Pioneer Park. Approximately 25 neighbors and interested park patrons attended. Two preliminary design concepts were presented. The concept featuring active park uses including a play structure and a basketball court clustered together was preferred. This concept shows the existing play structure being moved north, away from Pioneer Road. Open lawn areas would be retained.

Vista Brook Park: Staff recently mailed a survey, which was also available online, to surrounding property owners to determine their sentiments on the question of whether a community garden should be included in the park. The results were that the majority of the respondents favor either a 10-plot or a 20-plot community garden in the park, although a substantial number opposed having a community garden there. Based on the results, staff will be proposing a 10-plot community garden with room for expansion to 20 plots in the future.

**Upcoming Public Meetings/Hearings**

Meeting/Hearing	Day and Time	Location
Vista Brook Park Neighborhood Meeting #2	Wednesday, April 27, 2011, 6:30 p.m.	Garden Home Recreation Center Room #10
Pioneer Park Neighborhood Meeting #2	Thursday, May 5, 2011, 6:30 p.m.	HMT Recreation Complex, Dryland Training Center
Lowami Hart Woods Neighborhood Meeting #2	Wednesday, May 11, 2011, 6:30 p.m.	Seventh Day Adventist Church, Fellowship Room, 14645 SW Davis Road, Beaverton

**Natural Resource Enhancement Projects**

A component of the Bond Project Package is Natural Area Restoration. The Natural Resources Department, led by Bruce Barbarasch, Superintendent of Natural Resources & Trails Management, has begun several of the 35 planned enhancement projects. A summary sheet of one of the projects is attached for Whispering Woods Park. At the May 2, 2011 Board of Directors meeting, Bruce will provide an overview of the process using Whispering Woods Park as an example of the enhancement projects they will undertake.

Bruce and a Project Staff team are also preparing work on an Interpretive Sign Network for trails and natural areas.

### **Bridge and Boardwalk Replacement**

Staff recently completed the replacement of the Rosa Park pedestrian bridge. This bridge is the first designed and constructed using a combination of wood timbers and recycled plastic boards. Traditional wood glu-lam stringers were used to provide structural strength and recycled plastic dimensional lumber was used for the decking and rails. The walnut colored plastic has etched-in wood grain which also provides improved slip resistance in rainy weather. The existing concrete footing from the old bridge was re-used which lowered the construction cost, reduced the impact to the stream, reduced waste to the landfill, and shortened the construction period.

Staff is now collecting quotes to restore the decking at the Willow Creek boardwalk. Because this section of boardwalk is well used and can be slippery during the rainy season, staff is taking a unique restoration approach. The entire wood deck boards will be left in place and covered with recycled plastic decking. Since the wood decking will continue to provide strength to the structure, the deck boards can be lighter and thinner. The deck boards also have etched-in wood grain to improve slip resistance. This project is expected to be completed prior to the summer season.

A foot bridge utilizing wood pole construction was replaced at the Jenkins Estate earlier in the season and a bridge at Pioneer Park will be replaced during the bond project renovation.



## NATURAL RESOURCES BOND PROJECT SUMMARY SHEET: Chantal Village/Whispering Woods Project

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**Project Time Period:** Aug 2009 – Oct 2014  
**Project Manager:** Julie Reilly  
**Today's Date:** 1/14/2010

### OVERVIEW

Chantal Village Park (15.37 acres) and Whispering Woods (3.54 acres) are adjoining parks on the west side of the park district, south of Baseline Road. Whispering Woods is a natural area park containing paved and soft-surface trails within a mixed forest canopy that is heavily invaded by non-native trees, shrubs, and ground cover. Chantal Village is a natural area park divided roughly in half by Beaverton Creek, with the northern portion consisting mostly of evergreen forest and the southern portion consisting mostly of wetland associated with Beaverton Creek. Both sides of Chantal Village are invaded by a variety of non-native plant species. This project will establish an authorized soft-surface trail in the southern portion of Chantal Village, and restore both parks through invasive species removal and native plant installation.

### PROJECT DESCRIPTION

#### *History*

Whispering Woods has been the site of occasional volunteer projects, but the forest is still dominated by non-native trees, shrubs, and ground cover. It should be noted that the entry area to Whispering Woods and a small mowed extension of the entry located within the center of the park is not THPRD property, but Washington County property that THPRD currently mows and maintains.

#### *Project Concerns and Strategy*

Neighbors and park patrons have requested an established trail on the south side of Beaverton Creek to connect Whispering Woods with the currently poor access into Chantal Village Park via Kalyca Way, a private road not maintained by Washington County. A rough trail has been cut through the Himalayan blackberries for approximately 300 feet to the north, paralleling Beaverton Creek on the south side. Most of this rough pathway will be used for the permanent trail site since it is distant enough from other property boundaries and is located outside the 50-foot vegetated corridor for the creek. To maintain a safe trail corridor for patron, this project will remove the large stands of Himalayan blackberry and English hawthorn that currently surround most of the trail's route.

The native vegetation within Whispering Woods and Chantal Village Park is invaded by non-native English holly, English ivy, English hawthorn, English and Portugal laurel, bird cherry, Himalayan blackberry, cut-leaf blackberry, Scot's broom, tansy, and Canada thistle. Removal of the invasive trees and shrubs and extensive planting of natives will establish a healthier vegetation community. The initial weed removal project will be followed by three years of intense weed maintenance to prevent immediate re-infestation of the park sites. Whispering Woods and the southern half of Chantal Village Park will then be on a regular visitation schedule for Natural Resources maintenance.

#### *Stakeholder Issues*

Neighbors	One neighbor adjacent to Kalyca Way has been mowing behind their home well beyond park boundaries to control blackberries. These neighbors will be specifically contacted before the public process begins.
User Conflicts	None known.
Regulatory Agencies	A Service Provider Letter will need to be secured from Clean Water

Easements

Services for restoration and trails work within the sensitive areas (water quality issues) within Chantal Village Park and Whispering Woods. Clean Water Services holds both sanitary sewer and storm water easements within Chantal Village Park. Access to Whispering Woods is through a parcel of land belonging to Washington County.

**OBJECTIVES (INDICATORS OF PROJECT SUCCESS)**

- Establishment of a soft-surface trail system connecting Whispering Woods and the southern portion of Chantal Village Park to the access on Kalyca Way.
- Removal and control of target weed species within the project areas. Target weed species will be controlled to less than 15% cover.
- Installation of listed native species, and at least 80% survival 2 years after planting.
- Public support of this project.
- Completion of the project within projected time period and budget.

**PROJECT SCHEDULE**

Task	Start Date	End Date
Planning	Oct 2009	May 2010
Site Prep	July 2010	Sept 2011
Trail Construction	Aug 2010	Oct 2010
Planting	Jan 2012	March 2012
Maintenance/Monitoring	Apr 2012	Sept 2015

**BUDGET**

Total Approved Budget	\$51,000
Contractors	\$22,935
Materials	\$15,680
Permits	\$1,152
Contingency (15%)	\$7,650
Total	\$47,417

Trails Budget	\$6,000
Contractors	\$4,008
Materials	0
Contingency (15%)	\$1,050
Total	\$5,058



[8B]

## MEMO

**DATE:** April 25, 2011  
**TO:** The Board of Directors  
**FROM:** Doug Menke, General Manager

**RE:** General Manager's Report for May 2, 2011

### **Beaverton Urban Renewal Update**

The proposed Urban Renewal District for central Beaverton is continuing on track for a November 2011 election. A draft of the Urban Renewal Plan has been prepared and reviewed by the Community Advisory Committee. Members of this Committee made several comments or recommended changes and, based on their input, a revised draft plan was presented to the Beaverton Urban Redevelopment Agency Board on April 25, 2011. Once the plan is completed, a representative from the City of Beaverton will present it to you at an upcoming Board meeting and seek concurrence with the proposed plan.

In a related effort, communications staff from the City of Beaverton, Washington County, TVF&R and THPRD have been working jointly with the plan consultant to develop public outreach materials. A first draft of these materials has been completed and is attached.

### **Park District Sites Reclassification/Renaming Project Status**

Staff recently mailed letters to all the District's advisory committees and the chairs of the Beaverton Neighborhood Association Committees (NACs) and County Citizen Participation Organizations (CPOs) in the District asking for their groups' input on staff's proposed changes to the classifications and/or names of District sites. The letter included attachments explaining the classification scheme from the Comprehensive Plan and considerations applied to reclassification recommendations as well as a list of all the proposed changes. Reference was also made to the Districts' web page which shows the proposed map as well as the list of the proposed changes. Comments are requested by June 3, 2011.

Coincidentally, staff has also received a request from the Beaverton American Legion Post 124 to rename Memorial Park to Veterans' Memorial Park, with follow-up changes to signage and printed materials. Staff thinks this proposed change is appropriate and will be including it with the other changes that have been proposed.

Staff anticipates the Reclassification Project will be before you for consideration at your August 1, 2011 meeting. It should be noted that staff has placed a copy of the proposed map in the Dryland Meeting Room for review.

### **Ride into Spring Event**

The Trails Advisory Committee and Natural Resources staff are teaming up on the third annual Ride into Spring. This year's ride focuses on the Fanno Creek Regional Trail. The approximately six mile route starts at the soon to be connected bridge near Denny Road and Hwy 217, then heads south to Tigard, and loops back through several THPRD parks and trails. It will be a flat and fun ride that will include some discussions on connections, improvements, and challenges.

An optional extension will take riders to Eichler Park to learn about the new partnership between the Northwest Trails Alliance and the District, which will increase stewardship of the BMX track. Working with staff, the Alliance will redesign, reconstruct, and maintain the track. This will produce a more functional and more highly used track. The agreement was signed in early April.

### **Board of Directors Meeting Schedule**

Please note the following upcoming Board of Directors meetings:

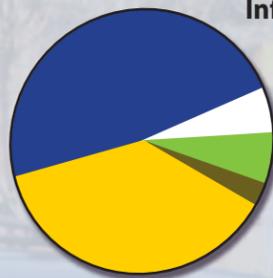
- June Regular Board Meeting – Monday, June 6, 2011
- June Budget Adoption Meeting – Monday, June 20, 2011
- July Regular Board Meeting – No Meeting Scheduled
- August Regular Board Meeting – Monday, August 1, 2011

Also, a reminder that the last Budget Committee meeting is taking place later this month on Monday May 16, 2011, 6:30 p.m. in the Dryland Meeting Room.

## Targeted Improvement Area



## How will the \$150 investment be distributed over 30 years?



Infrastructure & Transportation Improvements 48%

Business Incentive Programs 7%

Debt Service & Oversight 8%

Community Identity Upgrades 4%

Joint Investment Programs 33%

- Urban renewal can fund the widening of city streets to help emergency vehicles get through faster, improve traffic flow, and help save lives.
- Redevelopment can increase property values and allow the City to repay financing. Then properties in the targeted improvement area go back into the City's overall tax base, usually within 20 to 30 years.
- Urban renewal invests within Beaverton's central business district into loans to pay for improvements to attract other public and private investment.



Find out more: [beavertonoregon.gov/BURA](http://beavertonoregon.gov/BURA)  
Contact: Don Mazziotti at (503) 526-2422  
[dmazziotti@beavertonoregon.gov](mailto:dmazziotti@beavertonoregon.gov)

# Beaverton's Urban Renewal 101

## INSIDE:

Learn more about how BURA can improve the Central City!

- Relieve traffic congestion
- Improve public safety
- Promote redevelopment
- Support business
- Create a vibrant city



# Urban Renewal: Restoring the Heart of Beaverton



## What is Urban Renewal?

Urban renewal is a state-enabled program to help Oregon jurisdictions revitalize areas within their boundaries. Urban renewal works by directing future tax revenues to fund revitalization efforts today.

### Purposes:

- Revitalize blighted areas
- Attract catalyst private investment
- Provide capital improvements

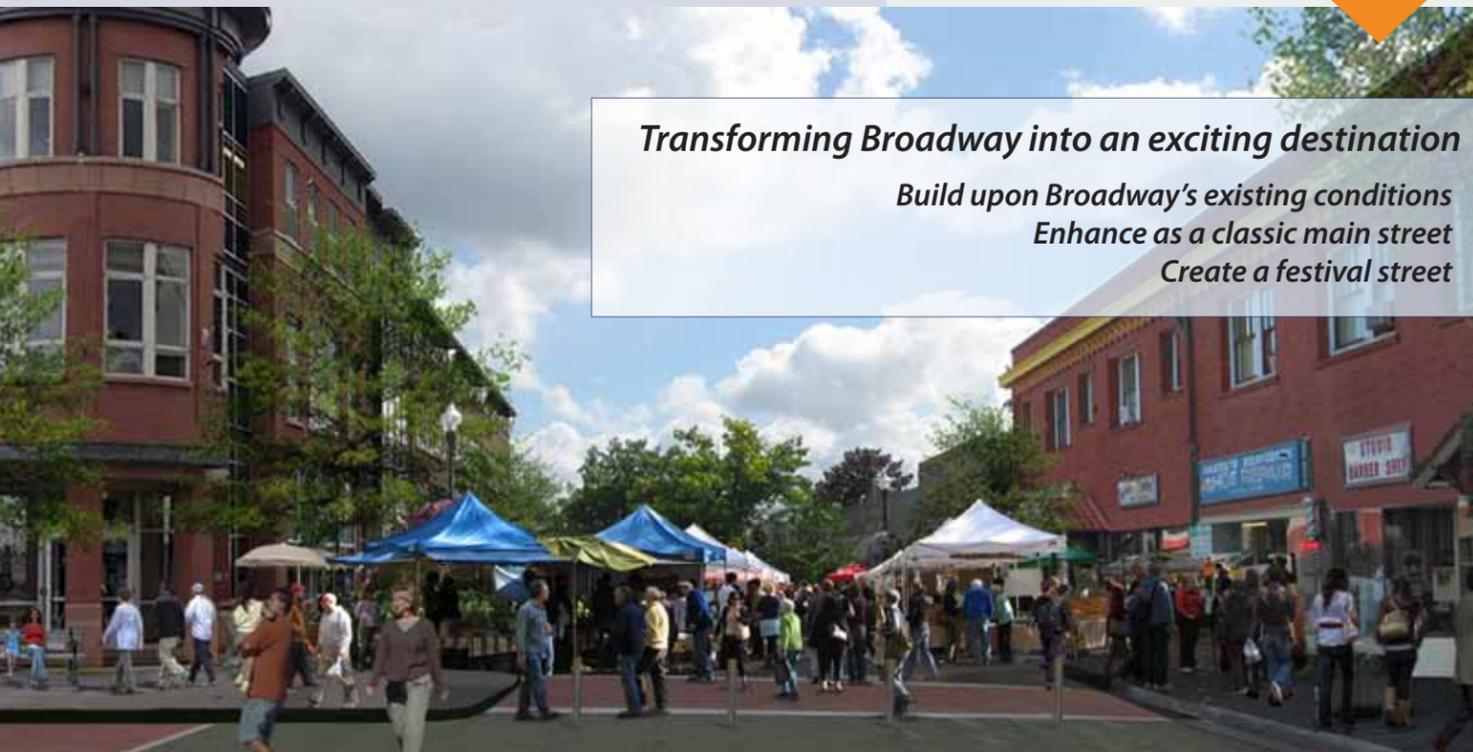
### Urban renewal can be used to:

- Form projects to reduce road congestion
- Encourage public safety
- Support business growth
- Increase property value

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*Broadway 2011*



*Transforming Broadway into an exciting destination  
Build upon Broadway's existing conditions  
Enhance as a classic main street  
Create a festival street*

## Limits on Urban Renewal

Urban Renewal funds are not for use outside the area boundary.

- Urban renewal is not a new tax
- Cannot be used to fund social services or wage and income support
- Urban Renewal Land Area is limited to 15% of assessed value and/or total acreage of the city
- Cannot be used to condemn private property for redevelopment

*The Round 2011*



*Revitalizing Beaverton Creek as a gathering space  
Cleaning up the creeks  
Extend pathways for public use  
Merging parkways and urban features*





## Management Report to the Board May 2, 2011

### Administration

*Hal Bergsma, Director of Planning*  
*Jessica Collins, Executive Assistant*  
*Keith Hobson, Director of Business & Facilities*  
*Jim McElhinny, Director of Park & Recreation Services*  
*Bob Wayt, Director of Communications & Outreach*

1. THPRD is exploring new options for the Family Assistance Program. An internal team of staff members with knowledge of Family Assistance and THPRD programs has developed recommendations to further balance community needs with taxpayer interests. Program Superintendents took the recommendations to the appropriate Advisory Committees in April for feedback. The goal is for the recommendations to take effect July 1.
2. For the second time this year, THPRD has developed and distributed a short survey about program registration. The latest survey – which was made available to patrons online and in hard copy in the Centers – asked whether they would like to change registration from an 8 a.m. start on a Saturday to a 6:30 p.m. start on a Tuesday. Another question asked whether they would prefer registering for summer camps on a different date than summer classes. The deadline was April 22 and responses were to be factored into final decisions.
3. Across the U.S., May is Older Americans Month, and THPRD is seizing the opportunity to increase awareness of its commitment to seniors, especially through the Elsie Stuhr Center. Each week during the month, a different story will be placed on the THPRD website focusing on an issue or person. These stories will also be offered to the news media. In addition, the Stuhr Center plans a variety of free activities during May.

### Aquatics

*Sharon Hoffmeister, Superintendent of Aquatic Program Services*

1. Summer program registration is going very well. Many of our evening Learn To Swim classes are full for the summer. Our staffing levels are looking very good as well. Many of our staff from last summer are returning for summer 2011.
2. Planning is under way for the 5<sup>th</sup> Annual Family Triathlon. We are capping the event at 300 participants and keeping the event fee at \$7. It will be another great event this year.
3. There is still uncertainty regarding the High School Water Polo season possibly being cut by the School District. We will explore different options for keeping the program going for the kids.

## **Maintenance**

*Dave Chrisman, Superintendent of Maintenance Operations*

1. Building Trades staff have been painting the interior ceiling and walls of the warehouse at the 112<sup>th</sup> Maintenance Operations Center. Staff set up multiple lifts and sprayers and completed the ceiling in approximately seven days. They are now spraying the warehouse walls in the section to be occupied by the District. Staff decided to spray the interior while the building is empty to save time and reduce the cost of the building improvements later on. The paint dramatically improved the interior lighting and overall appearance. Where applicable, staff used recycled paint purchased from Metro.
2. Parks and Athletic Fields staff are now fully engaged in turf mowing. Recent rains made early season mowing difficult. Parks and Athletic Fields staff are taking advantage of dryer conditions and will utilize as much mowing equipment as possible in an effort to catch up. Although the first week of youth baseball was rained out, Athletic Fields staff continued mowing by using smaller, light-weight mowers. Youth baseball is in its third week of games and teams are already coordinating a full week of makeup games.

## **Natural Resources & Trails Management**

*Bruce Barbarasch, Superintendent of Natural Resources & Trails Management*

1. Parkways Project. Staff are investigating possible routes, parks sites, and partnerships for a pedestrian/bicycle oriented event in summer 2012.
2. Cooper Mountain Prescribed Burn. To maintain the health and diversity of prairie areas at Cooper Mountain Nature Park, THPRD and Metro staff have been meeting to discuss details of a prescribed burn in early October 2011.
3. Summer Registration. Program registrations for the Nature Park Interpretive Center and Cooper Mountain Nature House are off to an impressive start. Interpretive Center registrations and revenue are up 42% over last year while Cooper Mountain is up 65%.

## **Planning & Development**

*Steve Gulgren, Superintendent of Planning & Development*

1. Bond Projects: Staff received four contractor quotes for the play equipment replacement project at Waterhouse Park. The lowest quote was slightly below the project cost estimate. Staff is finalizing the contract documents. Depending on the weather, the project should be underway in May and completed sometime this summer.
2. Oregon Department of Transportation (ODOT) Pedestrian and Bicycle Grant Program: The intergovernmental agreement has been executed for the ODOT Grant for the mid-block crossing on Walker Road in conjunction with the Waterhouse Trail. A project kick-off meeting was held on April 19. Staff is waiting to receive the Notice to Proceed to prepare documents to begin the consultant selection process. The project should begin in earnest sometime this summer.
3. Fanno Creek Trail (Beaverton School District Bus Barn to Scholls Ferry Road): At the April 4 Board of Directors meeting, the Board authorized staff to bid the project for construction. The bids were advertised on April 20, with bids due on May 11.
4. Washington County 185<sup>th</sup> Road Widening Project: Washington County has received bids for the 185<sup>th</sup> road widening project. Per the executed IGA between Washington County

and THPRD, the construction of the mid-block crossings for the Rock Creek Trail project will be included as part of the road widening project. The bids for the entire project were very competitive and were all less than the engineers estimate. The mid-block crossing portion of the project was approximately \$81,000 less than the engineers estimate.

### **Programs & Special Activities**

*Lisa Novak, Superintendent of Programs & Special Activities*

1. A limited number of plots remain to be filled at the Bethany Lake Community Garden. The Southminster Presbyterian Church Community Garden is currently under construction with a May 16 projected opening.
2. The Volunteer Services & Special Events Coordinator has scheduled 75 interviews for Leaders In Training Experience volunteers for assignments at Cedar Hills, Nature Park and Conestoga.
3. The Tennis Center's first United States Tennis Association (USTA) 10 & Under Tennis Program was held April 17, with a great turn-out of 61 participants. In addition, our USTA grant to fund the 60' lining of the Cedar Park tennis courts has been approved. Our goal is to have the new lines down on the court by mid-June.
4. The AARP Tax Aid Program has assisted 886 people at the Stuhr Center this year.

### **Recreation**

*Eric Owens, Superintendent of Recreation*

1. The Cedar Hills Recreation Center middle school track program has excellent registration numbers this year. Currently, there are 415 registered compared to 375 last year. Registration is ongoing so hopefully these numbers will increase.
2. Cedar Hill Recreation Center staff attended a gathering for local Cedar Hills community leaders. The focus was networking and sharing various perspectives about needs in the area and challenges facing local residents. The group was very interested in the Rec Mobile as well as the enrichment programs offered in the after school programs. Staff will attend another gathering to further examine additional collaborative opportunities.
3. The Garden Home Spring Break Camp was full this year with 39 registered and more on the waiting list. This is an increase of nine over last year. The campers visited Duyck's Pig Farm, Jackson Bottom Wetlands, and the new Gresham Wunderland as a part of the week's fun activities.

### **Security Operations**

*Mike Janin, Superintendent of Security Operations*

1. Park Patrol was summoned to Autumn Ridge Park on April 5 by a neighbor who witnessed two youths spraying graffiti on the ball wall. One was apprehended in a neighboring park with the assistance of the Beaverton Police. The second youth was arrested two days later. In retribution, five other youths sprayed graffiti on the Willow Creek/Moshofsky Woods boardwalk. Beaverton Police was able to identify the five and interviewed them with assistance from Park Patrol. The youths admitted responsibility and were cited, along with the first two, by the Washington County Juvenile Department. THPRD is seeking restitution.

2. Security Operations recently redesigned the THPRD parking warning. It is consistent with other forms that have been updated for rule enforcement. Changes reflect current rule numbers as well as the ability to use the warning, if necessary, for notification of a 72-hour tow for an abandoned vehicle. An instruction sheet on how to complete the new warning was sent to all Centers for staff to review.

### **Sports**

*Scott Brucker, Superintendent of Sports*

1. Sports Leagues Registration:
  - A. Spring softball leagues began playing the week of April 25. In 2010, there were 69 men's teams, 10 men's double header teams, 19 women's teams, and 53 coed teams. In 2011, there are 61 men's teams (-8 teams), 7 men's double header teams (-3 teams), 17 women's teams (-2), and 56 coed teams (+3 teams).
  - B. Adult kickball and coed volleyball registration closes May 6.
  - C. The Middle School Spring Basketball League grew this year from 31 teams (293 players) in 2010 to 43 teams (416 players) in 2011.
2. Affiliated Sports Leagues: The wet weather continues to make spring sports challenging. Baseball and softball have had the greatest impact although the Spring Recreational Soccer League has cancelled two weekends of games to preserve the fields. Coaches and league administrators continue to be vigilant of the field conditions and make adjustments to game and practice schedules as needed.
3. Upcoming Events: Staff has been meeting with representatives from the City of Hillsboro and Washington County Visitors Association to begin planning for the 2012 ASA Girls 14A Western National Fast Pitch Softball Tournament. The tournament will be played on THPRD and City of Hillsboro fields July 30 through August 5, 2012.

### **Business Services**

*Cathy Brucker, Finance Manager*  
*Nancy Hartman-Noye, Human Resources Manager*  
*Mark Hokkanen, Risk and Contract Manager*  
*Ann Mackiernan, Operations Analysis Manager*  
*Phil Young, Information Services Manager*

1. On behalf of THPRD, McKinstry successfully applied for and was awarded two Feed-In-Tariff (FIT) solar payment grants. These grants would apply to two proposed small-solar arrays (less than 25 kilowatts per year). If built, one array would generate 10 kilowatts of electricity per year and would be housed on the roof of the Portland Community College Rock Creek Recreation Facility pole barn and maintenance office. The other array would generate 5 kilowatts of electricity per year and be ground-mounted on the HMT berm south of the Aquatic Center. The FIT, managed by PGE, will pay THPRD \$0.486 per kilowatt produced for a period of 15 years. The current cost per kilowatt for THPRD from PGE is \$0.07 to \$0.08 per kilowatt. The excess revenue earned on the power generation will result in a payback on the purchase of the equipment of approximately 24 years. The approximate cost of this system is \$120,000. An informal solicitation request for proposals will be initiated to explore both an option for THPRD to own the system, as well as an option for a third-party owner of the system through revenue credits.
2. THPRD's baseline greenhouse gas inventory calculation is well under way. Five webinars out of seven have been attended and scopes one and two (direct fuel and electricity emissions) have been completed in the model that was licensed to calculate

the emissions. Scope 3 (indirect emissions) classification of general ledger expenditures has begun. Approximately 21,000 lines of data will be classified for emission calculations by the completion of the project. The final report is projected to be completed by June 30.

3. Summer Class Registration began on Saturday, April 16. Information Services staff was onsite to assist the Registration Call Center operators with any technical problems that might occur. Everything ran smoothly; very little technical help was needed. The phone-in registration and web registration both began at 8:00 a.m. Staff responded to over 1,000 phone calls and our website processed over 3,000 invoices between 8:00 a.m. and 6:00 p.m. on Saturday. Our website performed very well, during the first 10 minutes of online registration, we processed over 1,100 invoices. Also in the first 10 minutes, we had 92 classes reach their maximum enrollment; in the first hour of registration 225 classes reached their maximum enrollment. We have seen a large shift with more and more patrons using online registration. This summer registration, 71% of invoices on opening day were processed online, compared to 51% last summer registration.
4. THPRD's audit firm, Talbot, Korvola & Warwick, will be completing interim field work during the last week of April, completing transaction testing, analysis and confirmation of internal control procedures, in preparation for the annual audit of the fiscal year ending June 30.

# May

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
<b>1</b>	<b>2</b> Board Meeting 7pm @ Dryland/HMT	<b>3</b>	<b>4</b> Aquatics Advisory Comm Mtg 7pm	<b>5</b> Bond Project Public Mtg: Pioneer Park 6:30pm @ Dryland/HMT	<b>6</b>	<b>7</b> Barefoot Quilt Festival @ Jenkins Estate
<b>8</b>	<b>9</b> Stuhr Ctr Advisory Comm Mtg 10am	<b>10</b>	<b>11</b> Bond Project Public Mtg: Lowami Hart Woods 6:30pm @ Seventh Day Adventist Church	<b>12</b>	<b>13</b>	<b>14</b> Trails Advisory Committee's Ride Into Spring 9-11am
<b>15</b>	<b>16</b> Budget Committee Meeting 6:30pm @ Dryland/HMT	<b>17</b> Parks Advisory Comm Mtg 6pm Historic Facilities Advisory Comm Mtg 1pm Trails Advisory Comm Mtg 7pm	<b>18</b>	<b>19</b> Sports Advisory Comm Mtg 4:30pm	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b> Natural Resources Advisory Comm Mtg 6:30pm	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b> HOLIDAY	<b>31</b>				

2011

# June

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			<b>1</b> Aquatics Advisory Comm Mtg 7pm	<b>2</b>	<b>3</b>	<b>4</b>
<b>5</b>	<b>6</b> Board Meeting 7pm @ Dryland/HMT	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b>	<b>14</b> Historic Facilities Advisory Comm Mtg 1pm	<b>15</b>	<b>16</b> Sports Advisory Comm Mtg 4:30pm	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b> Board Meeting 7pm @ Dryland/HMT	<b>21</b> Trails Advisory Comm Mtg 7pm Parks Advisory Comm Mtg 6pm	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b>	<b>28</b> Natural Resources Advisory Comm Mtg 6:30pm	<b>29</b>	<b>30</b>		

2011

# July

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
<b>31</b>					<b>1</b>	<b>2</b>
<b>3</b>	<b>4</b> HOLIDAY	<b>5</b>	<b>6</b> Aquatics Advisory Comm Mtg 7pm	<b>7</b> Concert in the Park 6pm Garden Home Park	<b>8</b>	<b>9</b>
<b>10</b> Concert in the Park 6pm Center Street Park	<b>11</b>	<b>12</b> Historic Facilities Advisory Comm Mtg 1pm	<b>13</b>	<b>14</b> Concert in the Park 6pm Arnold Park	<b>15</b>	<b>16</b> Theater in the Park 6pm Schiffler Park
<b>17</b>	<b>18</b>	<b>19</b> Trails Advisory Comm Mtg 7pm Parks Advisory Comm 6pm	<b>20</b>	<b>21</b> Sports Advisory Comm Mtg 4:30pm  Concert in the Park 6pm Greenway Park	<b>22</b>	<b>23</b>
<b>24</b> Theater in the Park 6pm Carolwood Park	<b>25</b>	<b>26</b> Natural Resources Advisory Comm 6:30pm	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b> Party in the Park

**2011**

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 03/31/11**

Description	Project Budget				Project Expenditures			Estimated Total Costs			Est. Cost (Over) Under Budget		
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>GENERAL FUND</b>													
<b>CAPITAL OUTLAY DIVISION</b>													
<b>CARRY FORWARD PROJECTS</b>													
Off-leash Dog Park Construction	50,000	50,000	-	50,000	50,000	-	140	49,860	Budget	50,000	50,000	-	-
Land Acquisition- Jenkins Estate Right of Way	90,000	90,000	-	90,000	90,000	-	-	90,000	Budget	90,000	90,000	-	-
John Quincy Adams Young House Renovation	100,000	4,500	-	100,000	4,500	86,171	-	4,500	Budget	90,671	4,500	9,329	-
Stuhr Center- Bequest Funded Project	75,000	63,000	-	75,000	63,000	6,443	-	63,000	Budget	69,443	63,000	5,557	-
GIS Development	35,508	29,042	-	35,508	29,042	15,689	855	25,934	Award	42,478	26,789	(6,970)	2,253
Board/Conference Room-Audio	8,000	5,982	-	8,000	5,982	1,591	375	5,607	Budget	7,573	5,982	427	-
Software Upgrades	20,000	20,000	-	20,000	20,000	-	25	19,975	Budget	20,000	20,000	-	-
Challenge Grant Competitive Fund	30,000	30,000	-	30,000	30,000	-	-	30,000	Budget	30,000	30,000	-	-
John Marty Park Community Garden	16,750	7,700	-	16,750	7,700	15,016	731	6,969	Budget	22,716	7,700	(5,966)	-
HMT Administration Center Front Office Remodel	85,000	55,530	88,450	173,450	143,980	26,840	10,640	604	Deferred	38,084	11,244	135,366	132,736
Barnes School Field Irrigation Restoration	35,000	33,929	-	35,000	33,929	1,101	19,000	14,929	Budget	35,030	33,929	(30)	-
Athletic Field Turf Renovation	45,000	45,000	-	45,000	45,000	-	-	45,000	Budget	45,000	45,000	-	-
Ridgewood View Park Improvements	44,000	44,000	-	44,000	44,000	-	969	43,031	Budget	44,000	44,000	-	-
Bethany Lake Cmmnty Garden Exp	15,000	15,000	-	15,000	15,000	100	8,893	6,107	Budget	15,100	15,000	(100)	-
Utility Vehicle	10,000	10,000	-	10,000	10,000	-	11,932	-	Complete	11,932	11,932	(1,932)	(1,932)
GH Window Rplcmnt - Game Room	9,000	4,000	5,000	14,000	9,000	-	8,927	-	Complete	8,927	8,927	5,073	73
50M North Window Reseal	16,000	15,033	10,967	26,967	26,000	967	22,170	-	Complete	23,137	22,170	3,830	3,830
Jenkins Main House Dishwasher	3,700	3,700	-	3,700	3,700	-	-	-	Deferred	-	-	3,700	3,700
Stuhr Ctr Supply Fan Motor	3,500	3,500	-	3,500	3,500	713	-	-	Deferred	713	-	2,787	3,500
Admin Office Condensing Unit	8,500	6,815	20,000	28,500	26,815	1,702	8,439	6,642	Award	16,783	15,081	11,717	11,734
HSC Domestic Hot Water Hldg Tank	32,000	15,000	-	32,000	15,000	-	14,320	-	Complete	14,320	14,320	17,680	680
Ridgewood Park Irrigation	25,000	25,000	-	25,000	25,000	-	11,338	13,662	Budget	25,000	25,000	-	-
Forest Hills Park Irrigation	30,000	30,000	-	30,000	30,000	-	-	-	Deferred	-	-	30,000	30,000
Forest Hills Park Bench	1,810	1,810	-	1,810	1,810	-	-	1,800	Award	1,800	1,800	10	10
Signage Master Plan	75,000	75,000	-	75,000	75,000	995	-	75,000	Budget	75,995	75,000	(995)	-
Rock Creek Trail Improvement	6,500	6,500	-	6,500	6,500	-	-	6,500	Award	6,500	6,500	-	-
HMT Admin Bldg Skylight	38,000	38,000	-	38,000	38,000	-	34,880	-	Complete	34,880	34,880	3,120	3,120
Athletic Ctr Pathway Lighting	23,000	19,300	-	23,000	19,300	2,340	765	595	Deferred	3,700	1,360	19,300	17,940
<b>TOTAL CARRYOVER PROJECTS</b>	<b>931,268</b>	<b>747,341</b>	<b>124,417</b>	<b>1,055,685</b>	<b>871,758</b>	<b>159,668</b>	<b>154,399</b>	<b>509,715</b>		<b>823,782</b>	<b>664,114</b>	<b>231,903</b>	<b>207,644</b>
<b>ATHLETIC FACILITY REPLACEMENT</b>													
Resurface Tennis Courts (2 sites)			39,000	39,000	39,000	-	38,398	-	Complete	38,398	38,398	602	602
Long Jump Court Resurface			2,000	2,000	2,000	-	1,600	-	Complete	1,600	1,600	400	400
Bball/Sftball Backstop Rplcmnt			1,500	1,500	1,500	-	1,500	-	Complete	1,500	1,500	-	-
Basketball Asphalt Pads			4,500	4,500	4,500	-	5,569	-	Complete	5,569	5,569	(1,069)	(1,069)
Install Bleacher Backs & Rails			6,600	6,600	6,600	-	6,396	-	Complete	6,396	6,396	204	204
Athletic Field Lamps & Ballasts			2,500	2,500	2,500	-	2,500	-	Complete	2,500	2,500	-	-
Court Resurfacing			15,000	15,000	15,000	-	12,994	-	Complete	12,994	12,994	2,006	2,006
<b>TOTAL ATHLETIC FACILITY REPLACEMENT</b>			<b>71,100</b>	<b>71,100</b>	<b>71,100</b>	<b>-</b>	<b>68,957</b>	<b>-</b>		<b>68,957</b>	<b>68,957</b>	<b>2,143</b>	<b>2,143</b>
<b>ATHLETIC FACILITY IMPROVEMENT</b>													
Baseball/Softball Field Netting			5,000	5,000	5,000	-	-	5,000	Budget	5,000	5,000	-	-
Indoor Basketball Score Boards (AC)			9,500	9,500	9,500	-	7,234	-	Complete	7,234	7,234	2,266	2,266
Kiosk - Greenway Park			3,000	3,000	3,000	-	-	3,000	Budget	3,000	3,000	-	-
HMT South Athletic Field Irrgtn Rplcmnt Study			15,000	15,000	15,000	-	14,641	359	Award	15,000	15,000	-	-
Turf Field @ Jacob Wismer Elementary			-	-	-	-	10,976	-	Complete	10,976	10,976	(10,976)	(10,976)
<b>TOTAL ATHLETIC FACILITY IMPROVEMENT</b>			<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>-</b>	<b>32,851</b>	<b>8,359</b>		<b>41,210</b>	<b>41,210</b>	<b>(8,710)</b>	<b>(8,710)</b>
<b>PARK AND TRAIL REPLACEMENTS</b>													
Drinking Fountains			41,000	41,000	41,000	-	29,395	11,605	Budget	41,000	41,000	-	-
Stuhr Center Irrigation Repair			-	-	-	-	3,000	-	Complete	3,000	3,000	(3,000)	(3,000)
Signage (Master Plan Project)			50,000	50,000	50,000	-	18,650	31,350	Budget	50,000	50,000	-	-
Concrete Sidewalk Repair			130,039	130,039	130,039	-	11,571	59,037	Deferred	70,608	70,608	59,431	59,431
Asphalt Path Rplcmnt & Repair			390,369	390,369	390,369	-	11,194	379,175	Budget	390,369	390,369	-	-
Fence Replacement (3 sites)			22,500	22,500	22,500	-	2,267	20,233	Budget	22,500	22,500	-	-
Tables & Benches (2 sites)			4,500	4,500	4,500	-	4,282	-	Complete	4,282	4,282	218	218
Bridge & Boardwalk Repair (3 sites)			200,000	200,000	200,000	-	2,301	124,769	Deferred	127,070	127,070	72,930	72,930
Parking Lot Repair (1site)			113,200	113,200	113,200	-	1,450	111,750	Budget	113,200	113,200	-	-
Slurry Seal Parking Lots			60,786	60,786	60,786	-	50,804	2,661	Award	53,465	53,465	7,321	7,321
Play Structure (3 sites)			259,000	259,000	259,000	-	75,803	183,197	Budget	259,000	259,000	-	-
Matrix Hill Woods Natural Area			-	-	-	-	17,406	4,796	Award	22,202	22,202	(22,202)	(22,202)
Booster Pump Replacement			-	-	-	-	-	11,124	Award	11,124	11,124	(11,124)	(11,124)
<b>TOTAL PARK AND TRAIL REPLACEMENTS</b>			<b>1,271,394</b>	<b>1,271,394</b>	<b>1,271,394</b>	<b>-</b>	<b>228,123</b>	<b>939,697</b>		<b>1,167,820</b>	<b>1,167,820</b>	<b>103,574</b>	<b>103,574</b>

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**Estimated Cost vs. Budget**  
**Through 03/31/11**

Description	Project Budget				Project Expenditures		Estimated Total Costs				Est. Cost (Over) Under Budget		
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>PARK AND TRAIL IMPROVEMENTS</b>													
Memorial Benches			8,000	8,000	8,000	-	858	7,142	Budget	8,000	8,000	-	-
Outdoor Tent			1,500	1,500	1,500	-	-	1,500	Budget	1,500	1,500	-	-
RTP Grant - Fanno Creek Trail Bridge			48,000	48,000	48,000	-	-	-	Award	-	-	48,000	48,000
MTIP Grant - Fanno Crk Trl/Hall Crsg			359,000	359,000	359,000	-	-	-	Award	-	-	359,000	359,000
LGGP Grant - PCC Complex Rstrms			35,000	35,000	35,000	-	-	-	Deferred	-	-	35,000	35,000
LGGP Grant Match- Cedar Hills Play Equipment			50,000	50,000	50,000	-	-	-	Award	-	-	50,000	50,000
<b>TOTAL PARK AND TRAIL IMPROVEMENTS</b>			<b>501,500</b>	<b>501,500</b>	<b>501,500</b>	<b>-</b>	<b>858</b>	<b>8,642</b>		<b>9,500</b>	<b>9,500</b>	<b>492,000</b>	<b>492,000</b>
<b>CHALLENGE GRANTS</b>													
Challenge Grants			97,500	97,500	97,500	-	15,707	81,793	Budget	97,500	97,500	-	-
<b>TOTAL CHALLENGE GRANTS</b>			<b>97,500</b>	<b>97,500</b>	<b>97,500</b>	<b>-</b>	<b>15,707</b>	<b>81,793</b>		<b>97,500</b>	<b>97,500</b>	<b>-</b>	<b>-</b>
<b>BUILDING REPLACEMENTS</b>													
Harman Swim Ctr Boiler			40,000	40,000	40,000	-	39,310	-	Complete	39,310	39,310	690	690
GH Boiler Room Roof & Gutter Rplc			11,000	11,000	11,000	-	10,228	-	Complete	10,228	10,228	772	772
Jenkins Tea House Roof/Gutter Rplc			3,400	3,400	3,400	-	2,614	-	Complete	2,614	2,614	786	786
Jenkins Water Tower Roof/Gutter Rplc			7,800	7,800	7,800	-	5,784	-	Complete	5,784	5,784	2,016	2,016
Jenkins Eqpmnt Shed Roof Rplc			8,200	8,200	8,200	-	3,602	-	Complete	3,602	3,602	4,598	4,598
Jenkins Root Cellar Roof Rplcmnt			2,800	2,800	2,800	-	6,800	-	Complete	6,800	6,800	(4,000)	(4,000)
GH Gym Landing Roof Rplcmnt			1,500	1,500	1,500	-	5,960	-	Complete	5,960	5,960	(4,460)	(4,460)
AC Wood Floor Refinish			12,000	12,000	12,000	-	10,000	-	Complete	10,000	10,000	2,000	2,000
Str Manzanita Wood Floor Refinish			1,250	1,250	1,250	-	-	1,300	Award	1,300	1,300	(50)	(50)
CH Wood Floor Rfnsh - Rms 5&6			3,200	3,200	3,200	-	1,943	-	Complete	1,943	1,943	1,257	1,257
CRA Wood Floor Rfnsh - Gym & Aerobics			4,700	4,700	4,700	-	4,190	-	Complete	4,190	4,190	510	510
Garden Home Carpet (Office)			10,900	10,900	10,900	-	7,466	84	Award	7,550	7,550	3,350	3,350
BSC Pool Non-skid Floor - Dressing Rms			25,000	25,000	25,000	-	25,588	-	Complete	25,588	25,588	(588)	(588)
GH Tile Floor - Room 7			9,000	9,000	9,000	-	8,969	-	Complete	8,969	8,969	31	31
50M South Windows Recaulk			12,500	12,500	12,500	-	10,325	-	Complete	10,325	10,325	2,175	2,175
CRA Pool Circulation Pumps (Lap & Leisure)			10,500	10,500	10,500	-	10,252	-	Complete	10,252	10,252	248	248
CRA Lap Chemtrol			2,950	2,950	2,950	-	2,555	-	Complete	2,555	2,555	395	395
CRA Leisure Chemtrol			2,950	2,950	2,950	-	2,555	-	Complete	2,555	2,555	395	395
50M Pool Tank Resurface			205,000	205,000	205,000	-	69,206	135,794	Budget	205,000	205,000	-	-
Waterslide (2) SPLASH			9,000	9,000	9,000	-	-	9,000	Budget	9,000	9,000	-	-
50M Pool Filter Covers			5,500	5,500	5,500	-	4,518	-	Complete	4,518	4,518	982	982
50M Pool Filter Grids (6)			2,800	2,800	2,800	-	3,419	-	Complete	3,419	3,419	(619)	(619)
50M Dive Tower Repair			4,500	4,500	4,500	-	4,500	-	Complete	4,500	4,500	-	-
50M Dive Tower Steps Repair			9,000	9,000	9,000	-	8,845	-	Complete	8,845	8,845	155	155
50M Dive Boards (2)			6,800	6,800	6,800	-	6,414	-	Complete	6,414	6,414	386	386
Raleigh Recharge Pool Filters			4,200	4,200	4,200	-	3,824	-	Complete	3,824	3,824	376	376
RSC Circuit Breaker Panel (Pump Rm)			4,000	4,000	4,000	-	2,376	214	Award	2,590	2,590	1,410	1,410
Relamp West Air Structure			2,000	2,000	2,000	-	894	-	Complete	894	894	1,106	1,106
CRA Parking Lot Light Bulbs			3,200	3,200	3,200	-	1,064	-	Complete	1,064	1,064	2,136	2,136
TC Exterior Light Pole Standards			7,000	7,000	7,000	-	2,861	-	Complete	2,861	2,861	4,139	4,139
50M Interior Paint (Pool Area)			12,000	12,000	12,000	-	1,649	1,351	Award	3,000	3,000	9,000	9,000
ASC Light Fixtures Lobby/Dress			6,500	6,500	6,500	-	2,531	3,969	Budget	6,500	6,500	-	-
50M Pool Exterior Paint			3,300	3,300	3,300	-	2,382	-	Complete	2,382	2,382	918	918
Tennis Exterior Paint			1,000	1,000	1,000	-	1,034	-	Complete	1,034	1,034	(34)	(34)
Jenkins Gate House Exterior Paint			2,800	2,800	2,800	-	-	2,800	Award	2,800	2,800	-	-
Athletic Ctr Exterior Paint			2,000	2,000	2,000	-	-	1,500	Award	1,500	1,500	500	500
Str Ctr Compressor (Weight Rm)			6,500	6,500	6,500	-	3,164	-	Complete	3,164	3,164	3,336	3,336
SSC Men's Locker Room Heater			3,500	3,500	3,500	-	6,521	-	Complete	6,521	6,521	(3,021)	(3,021)
Str Ctr Supply Fan Motor (Weight Rm)			3,500	3,500	3,500	-	-	-	Deferred	-	-	3,500	3,500
Str Ctr Sewer Line			12,000	12,000	12,000	-	7,800	-	Complete	7,800	7,800	4,200	4,200
HSC Retube Water Heat Exchanger			6,000	6,000	6,000	-	6,000	-	Complete	6,000	6,000	-	-
ASC Dressing Rm Non-skid Floors			16,000	16,000	16,000	-	14,060	-	Complete	14,060	14,060	1,940	1,940
GHRC Roof and Gutter			-	-	-	-	6,000	-	Complete	6,000	6,000	(6,000)	(6,000)
CRA Rooftop Compressor			-	-	-	-	11,846	-	Complete	11,846	11,846	(11,846)	(11,846)
<b>TOTAL BUILDING REPLACEMENTS</b>			<b>507,750</b>	<b>507,750</b>	<b>507,750</b>	<b>-</b>	<b>329,049</b>	<b>156,012</b>		<b>485,061</b>	<b>485,061</b>	<b>22,689</b>	<b>22,689</b>

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 03/31/11**

Description	Project Budget				Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under Budget			
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>BUILDING IMPROVEMENTS</b>													
Asbestos Abatement			9,000	9,000	9,000	-	7,677	-	Complete	7,677	7,677	1,323	1,323
Chemical Storage Sheds			900	900	900	-	699	-	Complete	699	699	201	201
Sump pump Wells/Drainage - AC			40,000	40,000	40,000	-	31,469	-	Complete	31,469	31,469	8,531	8,531
JQAY Grading & Fndtn Rpr Plan Dvlpmnt			10,000	10,000	10,000	-	4,000	6,000	Award	10,000	10,000	-	-
Community Benefit Fund Project			325,000	325,000	325,000	-	3,969	321,031	Budget	325,000	325,000	-	-
Mntnc Facility Acquisition Costs			5,322,468	5,322,468	5,322,468	-	5,322,468	-	Complete	5,322,468	5,322,468	-	-
Mntnc Facility Renovation Costs			2,371,992	2,371,992	2,371,992	-	73,585	2,298,407	Budget	2,371,992	2,371,992	-	-
<b>TOTAL BUILDING IMPROVEMENTS</b>			<b>8,079,360</b>	<b>8,079,360</b>	<b>8,079,360</b>	<b>-</b>	<b>5,443,867</b>	<b>2,625,438</b>		<b>8,069,305</b>	<b>8,069,305</b>	<b>10,055</b>	<b>10,055</b>
<b>ENERGY SAVINGS PERFORMANCE CONTRACT</b>													
Energy Saving Improvements			1,675,000	1,675,000	1,675,000	346,936	1,155,166	163,271	Award	1,665,373	1,318,437	9,627	356,563
<b>TOTAL ENERGY SAVINGS PERFORMANCE CONTRACT</b>			<b>1,675,000</b>	<b>1,675,000</b>	<b>1,675,000</b>	<b>346,936</b>	<b>1,155,166</b>	<b>163,271</b>		<b>1,665,373</b>	<b>1,318,437</b>	<b>9,627</b>	<b>356,563</b>
<b>ADA PROJECTS</b>													
Repair Gatehouse ADA Ramp			1,500	1,500	1,500	-	1,474	-	Complete	1,474	1,474	26	26
Aloha Swim Ctr ADA Lift			6,900	6,900	6,900	-	8,421	-	Complete	8,421	8,421	(1,521)	(1,521)
CRA ADA Lift			5,500	5,500	5,500	-	5,215	-	Complete	5,215	5,215	285	285
Commonwealth Prk N Trail Realignment			69,000	69,000	69,000	-	1,863	67,137	Budget	69,000	69,000	-	-
All Terrain Wheelchair			2,500	2,500	2,500	-	925	-	Complete	925	925	1,575	1,575
<b>TOTAL ADA PROJECTS</b>			<b>85,400</b>	<b>85,400</b>	<b>85,400</b>	<b>-</b>	<b>17,898</b>	<b>67,137</b>		<b>85,035</b>	<b>85,035</b>	<b>365</b>	<b>365</b>
<b>EQUIPMENT AND FURNISHINGS</b>													
60" Banner Latex Printer/Plotter			28,272	28,272	28,272	-	28,146	-	Complete	28,146	28,146	126	126
Athletic Center AED			-	-	-	-	1,879	-	Complete	1,879	1,879	(1,879)	(1,879)
<b>TOTAL EQUIPMENT AND FURNISHINGS</b>			<b>28,272</b>	<b>28,272</b>	<b>28,272</b>	<b>-</b>	<b>30,025</b>	<b>-</b>		<b>30,025</b>	<b>30,025</b>	<b>(1,753)</b>	<b>(1,753)</b>
<b>TOTAL CAPITAL OUTLAY DIVISION</b>	<b>931,268</b>	<b>747,341</b>	<b>12,474,193</b>	<b>13,405,461</b>	<b>13,221,534</b>	<b>506,604</b>	<b>7,476,900</b>	<b>4,560,064</b>		<b>12,543,568</b>	<b>12,036,964</b>	<b>861,893</b>	<b>1,184,570</b>

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
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**Through 03/31/11**

Description	Project Budget				Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under Budget			
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>INFORMATION SERVICES DEPARTMENT</b>													
System/workstn Replcmnt			65,000	65,000	65,000	-	34,431	30,569	Budget	65,000	65,000	-	-
Server Replacements			35,000	35,000	35,000	-	20,168	14,832	Budget	35,000	35,000	-	-
LAN/WAN Replcmnt			5,000	5,000	5,000	-	-	5,000	Budget	5,000	5,000	-	-
Printers/Network Printers			5,000	5,000	5,000	-	900	4,100	Budget	5,000	5,000	-	-
Telephones			18,897	18,897	18,897	-	19,546	-	Complete	19,546	19,546	(649)	(649)
Misc. Application Software			20,000	20,000	20,000	-	4,415	15,585	Budget	20,000	20,000	-	-
Springbrook Software Upgrade			48,800	48,800	48,800	-	18,050	30,997	Award	49,047	49,047	(247)	(247)
Backup Generator			50,000	50,000	50,000	-	30,988	-	Complete	30,988	30,988	19,012	19,012
Computer Workstation			3,400	3,400	3,400	-	-	3,400	Budget	3,400	3,400	-	-
Volunteer Tracking Software			7,500	7,500	7,500	-	-	7,500	Budget	7,500	7,500	-	-
<b>TOTAL INFORMATION TECHNOLOGY IMPROVEMENTS</b>			<b>258,597</b>	<b>258,597</b>	<b>258,597</b>	-	<b>128,498</b>	<b>111,983</b>		<b>240,481</b>	<b>240,481</b>	<b>18,116</b>	<b>18,116</b>
<b>TOTAL INFORMATION SYSTEMS DEPARTMENT</b>	<b>-</b>	<b>-</b>	<b>258,597</b>	<b>258,597</b>	<b>258,597</b>	<b>-</b>	<b>128,498</b>	<b>111,983</b>		<b>240,481</b>	<b>240,481</b>	<b>18,116</b>	<b>18,116</b>
<b>MAINTENANCE DEPARTMENT</b>													
<b>BUILDING EQUIPMENT REPLACEMENT</b>													
Tennis Court Sweeper			10,000	10,000	10,000	-	9,999	-	Complete	9,999	9,999	1	1
<b>TOTAL BUILDING EQUIPMENT REPLACEMENT</b>			<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>-</b>	<b>9,999</b>	<b>-</b>		<b>9,999</b>	<b>9,999</b>	<b>1</b>	<b>1</b>
<b>FLEET REPLACEMENTS</b>													
Utility Vehicle (1)			13,000	13,000	13,000	-	12,611	-	Complete	12,611	12,611	389	389
Trim Mower			39,000	39,000	39,000	-	36,806	-	Complete	36,806	36,806	2,194	2,194
2 Yard Dump Truck (1)			28,000	28,000	28,000	-	28,331	-	Complete	28,331	28,331	(331)	(331)
Top Dresser (1)			7,500	7,500	7,500	-	-	7,336	Award	7,336	7,336	164	164
Aerators (2)			12,000	12,000	12,000	-	11,394	-	Complete	11,394	11,394	606	606
Large Rotary Mower			85,000	85,000	85,000	-	83,772	-	Complete	83,772	83,772	1,228	1,228
Trim Rotary Mower			50,000	50,000	50,000	-	50,558	-	Complete	50,558	50,558	(558)	(558)
Compact Hybrid SUV			34,000	34,000	34,000	-	33,549	-	Complete	33,549	33,549	451	451
15 Passenger Van			26,000	26,000	26,000	-	24,350	-	Complete	24,350	24,350	1,650	1,650
Full Size Crew Cab Pickup			21,200	21,200	21,200	-	20,837	-	Complete	20,837	20,837	363	363
Full Size Crew Cab Pickup			29,000	29,000	29,000	-	21,412	-	Complete	21,412	21,412	7,588	7,588
<b>TOTAL FLEET REPLACEMENTS</b>			<b>344,700</b>	<b>344,700</b>	<b>344,700</b>	<b>-</b>	<b>323,620</b>	<b>7,336</b>		<b>330,956</b>	<b>330,956</b>	<b>13,744</b>	<b>13,744</b>
<b>TOTAL MAINTENANCE DEPARTMENT</b>	<b>-</b>	<b>-</b>	<b>354,700</b>	<b>354,700</b>	<b>354,700</b>	<b>-</b>	<b>333,619</b>	<b>7,336</b>		<b>340,955</b>	<b>340,955</b>	<b>13,745</b>	<b>13,745</b>
<b>GRAND TOTAL GENERAL FUND</b>	<b>931,268</b>	<b>747,341</b>	<b>13,087,490</b>	<b>14,018,758</b>	<b>13,834,831</b>	<b>506,604</b>	<b>7,939,017</b>	<b>4,679,383</b>	<b>-</b>	<b>13,125,004</b>	<b>12,618,400</b>	<b>893,754</b>	<b>1,216,431</b>

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 03/31/11**

Description	Project Budget				Project Expenditures		Estimated Total Costs				Est. Cost (Over) Under Budget		
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>SDC FUND</b>													
<u>LAND ACQUISITION</u>													
Land Acquisition (SE Quadrant)	250,000	250,000	-	250,000	250,000	1,868	-	250,000	Budget	251,868	250,000	(1,868)	-
Land Acquisition (FY 11)	-	-	260,000	260,000	260,000	-	41	259,959	Budget	260,000	260,000	-	-
Bonny Slope/BSL Land Acquisition	-	-	240,000	240,000	240,000	-	240,000	-	Complete	240,000	240,000	-	-
112th Facility/Field Site	-	-	1,000,000	1,000,000	1,000,000	-	928,064	-	Complete	928,064	928,064	71,936	71,936
<b>TOTAL LAND ACQUISITION</b>	<b>250,000</b>	<b>250,000</b>	<b>1,500,000</b>	<b>1,750,000</b>	<b>1,750,000</b>	<b>1,868</b>	<b>1,168,105</b>	<b>509,959</b>	<b>-</b>	<b>1,679,932</b>	<b>1,678,064</b>	<b>70,068</b>	<b>71,936</b>
<u>IMPROVEMENT/DEVELOPMENT PROJECTS</u>													
PCC Rock Creek Construction (related costs)	10,140,372	-	-	10,140,372	-	9,204,861	10,071	-	Complete	9,214,932	10,071	925,440	(10,071)
Beaverton Powerline Trail Segments 7-11	802,500	65,000	-	802,500	65,000	951,489	9,509	-	Complete	960,998	9,509	(158,498)	55,491
Synthetic Turf Field Matching Funds	800,000	600,000	-	800,000	600,000	200,000	-	600,000	Budget	800,000	600,000	-	-
Fanno Creek Trail	1,311,950	1,129,766	-	1,311,950	1,129,766	284,468	81,154	1,048,612	Budget	1,414,234	1,129,766	(102,284)	-
MTIP Grant Match for Westside Trail	40,000	30,000	-	40,000	30,000	-	-	30,000	Budget	30,000	30,000	10,000	-
Bonny Slope/BSL Trail Development	175,000	175,000	-	175,000	175,000	-	-	175,000	Budget	175,000	175,000	-	-
LWCF Grant Match/Schiffler Park Pavillion	50,000	50,000	-	50,000	50,000	-	-	50,000	Budget	50,000	50,000	-	-
Jackie Husen Park Construction	190,844	190,844	-	190,844	190,844	-	-	-	Complete	-	-	190,844	190,844
PCC Rec Complex Site Amenities	72,000	47,000	-	72,000	47,000	25,074	818	46,182	Budget	72,074	47,000	(74)	-
MTIP Grant Match-Fanno Creek Trail/Hall Blvd Crossing	41,000	39,000	-	41,000	39,000	-	-	39,000	Budget	39,000	39,000	2,000	-
LGGP Grant Match-PCC Restroom	35,000	35,000	-	35,000	35,000	-	207	34,793	Budget	35,000	35,000	-	-
Winkleman Park Master Plan	100,000	25,000	-	100,000	25,000	78,257	20,973	-	Complete	99,230	20,973	770	4,027
LGGP Grnt-Cedar Hills Play Equip	-	-	50,000	50,000	50,000	-	-	50,000	Budget	50,000	50,000	-	-
112th St. Field Construction	-	-	1,000,000	1,000,000	1,000,000	-	25,674	974,326	Budget	1,000,000	1,000,000	-	-
Winkleman Park Phase I	-	-	282,000	282,000	282,000	-	-	282,000	Budget	282,000	282,000	-	-
Undesignated Projects	-	-	2,103,003	2,103,003	2,103,003	-	-	2,103,003	Budget	2,103,003	2,103,003	-	-
<b>TOTAL DEVELOPMENT/IMPROVEMENT PROJECTS</b>	<b>13,758,666</b>	<b>2,386,610</b>	<b>3,435,003</b>	<b>17,193,669</b>	<b>5,821,613</b>	<b>10,744,149</b>	<b>148,406</b>	<b>5,432,916</b>	<b>-</b>	<b>16,325,471</b>	<b>5,581,322</b>	<b>868,198</b>	<b>240,291</b>
<b>Total - SDC Fund</b>	<b>14,008,666</b>	<b>2,636,610</b>	<b>4,935,003</b>	<b>18,943,669</b>	<b>7,571,613</b>	<b>10,746,017</b>	<b>1,316,511</b>	<b>5,942,875</b>	<b>-</b>	<b>18,005,403</b>	<b>7,259,386</b>	<b>938,266</b>	<b>312,227</b>

**KEY**

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

**Tualatin Hills Park and Recreation District**  
**Monthly Bond Capital Projects Report**  
**Estimated Cost vs. Budget**  
**Through 03/31/11**

Quad-rant	Project Code	Description	Project Budget			Project Expenditures			Estimated Cost to Complete	Basis of Estimate	Project Cumulative Cost	Est. Cost (Over) Under Budget	% Total Expended to Project Cumulative Cost
			Initial Project Budget	Adjustments	Current Total Project Budget FY 10/11	Expended Prior Years	Expended Year-to-Date	Total Expended to Date					
			(1)	(2)	(1+2)	(4)	(5)	(4+5)=(6)	(7)	(6+7)=(9)	(3-9)	(6)/(9)	
<b>BOND CAPITAL PROJECTS FUND</b>													
<b><u>New Neighborhood Parks Development</u></b>													
SE	91-901	AM Kennedy Park	1,285,250	12,094	1,297,344	65,605	24,088	89,693	1,207,651	Budget	1,297,344	-	6.9%
SW	91-902	Barsotti Park	1,285,250	12,450	1,297,700	-	-	-	1,297,700	Budget	1,297,700	-	0.0%
NW	91-903	Kaiser Ridge Park	771,150	7,470	778,620	1,265	24,119	25,384	753,236	Budget	778,620	-	3.3%
SW	91-904	Roy Dancer Park	771,150	7,463	778,613	-	5,769	5,769	772,844	Budget	778,613	-	0.7%
NE	91-905	Roger Tilbury Park	771,150	7,463	778,613	-	-	-	778,613	Budget	778,613	-	0.0%
<b>Total New Neighborhood Parks Development</b>			<b>4,883,950</b>	<b>46,940</b>	<b>4,930,890</b>	<b>66,870</b>	<b>53,976</b>	<b>120,846</b>	<b>4,810,044</b>		<b>4,930,890</b>	<b>-</b>	<b>2.5%</b>
<b><u>Renovate &amp; Redevelop Neighborhood Parks</u></b>													
NE	91-906	Cedar Mill Park & Trail	1,125,879	10,906	1,136,785	-	7	7	1,136,778	Budget	1,136,785	-	0.0%
SE	91-907	Camille Park	514,100	4,862	518,962	31,553	102,641	134,194	384,768	Budget	518,962	-	25.9%
NW	91-908	Somerset West Park	1,028,200	9,960	1,038,160	-	534	534	1,037,626	Budget	1,038,160	-	0.1%
NW	91-909	Pioneer Park and Bridge Replacement	544,934	5,262	550,196	3,101	38,255	41,356	508,840	Budget	550,196	-	7.5%
SE	91-910	Vista Brook Park	514,100	4,971	519,071	1,595	34,736	36,331	482,740	Budget	519,071	-	7.0%
<b>Total Renovate &amp; Redevelop Neighborhood Parks</b>			<b>3,727,213</b>	<b>35,961</b>	<b>3,763,174</b>	<b>36,249</b>	<b>176,173</b>	<b>212,422</b>	<b>3,550,752</b>		<b>3,763,174</b>	<b>-</b>	<b>5.6%</b>
<b><u>New Neighborhood Parks</u></b>													
NW	98-880	New Neighborhood Park - NW Quadrant	1,500,000	13,680	1,513,680	-	2,911	2,911	1,510,769	Budget	1,513,680	-	0.2%
NE	98-745	New Neighborhood Park - NE Quadrant	1,500,000	14,531	1,514,531	-	38,779	38,779	1,475,752	Budget	1,514,531	-	2.6%
SW	98-746	New Neighborhood Park - SW Quadrant	1,500,000	14,531	1,514,531	-	990,723	990,723	523,808	Budget	1,514,531	-	65.4%
SE	98-747	New Neighborhood Park - SE Quadrant	1,500,000	14,531	1,514,531	-	2,554,408	2,554,408	(1,039,876)	Budget	1,514,532	(1)	168.7%
NW	98-748	New Neighborhood Park (North Bethany)	1,500,000	14,531	1,514,531	-	55,428	55,428	1,459,103	Budget	1,514,531	-	3.7%
UND	98-749	New Neighborhood Park - Undesignated	1,500,000	14,531	1,514,531	164,571	(134,124)	30,447	1,484,084	Budget	1,514,531	-	2.0%
<b>Total New Neighborhood Parks</b>			<b>9,000,000</b>	<b>86,335</b>	<b>9,086,335</b>	<b>164,571</b>	<b>3,508,125</b>	<b>3,672,696</b>	<b>5,413,640</b>		<b>9,086,336</b>	<b>(1)</b>	<b>40.4%</b>
<b><u>New Community Park Development</u></b>													
SW	92-915	SW Community Park	7,711,500	74,691	7,786,191	2,051	61	2,112	7,784,079	Budget	7,786,191	-	0.0%
<b>Total New Community Park Development</b>			<b>7,711,500</b>	<b>74,691</b>	<b>7,786,191</b>	<b>2,051</b>	<b>61</b>	<b>2,112</b>	<b>7,784,079</b>		<b>7,786,191</b>	<b>-</b>	<b>0.0%</b>
<b><u>New Community Park</u></b>													
NE	98-881	New Community Park	10,000,000	96,799	10,096,799	12,950	56,242	69,192	10,027,607	Budget	10,096,799	-	0.7%
<b>Total New Community Park</b>			<b>10,000,000</b>	<b>96,799</b>	<b>10,096,799</b>	<b>12,950</b>	<b>56,242</b>	<b>69,192</b>	<b>10,027,607</b>		<b>10,096,799</b>	<b>-</b>	<b>0.7%</b>
<b><u>Renovate and Redevelop Community Parks</u></b>													
NE	92-916	Cedar Hills Park	6,194,905	59,591	6,254,496	77,186	33,288	110,474	6,144,022	Budget	6,254,496	-	1.8%
SE	92-917	Schiffler Park	3,598,700	33,722	3,632,422	206,561	160,999	367,560	3,264,862	Budget	3,632,422	-	10.1%
<b>Total Renovate and Redevelop Community Parks</b>			<b>9,793,605</b>	<b>93,313</b>	<b>9,886,918</b>	<b>283,747</b>	<b>194,287</b>	<b>478,034</b>	<b>9,408,884</b>		<b>9,886,918</b>	<b>-</b>	<b>4.8%</b>
<b><u>Natural Area Preservation</u></b>													
NE	97-963	Roger Tilbury Memorial Park	30,846	299	31,145	-	5	5	31,140	Budget	31,145	-	0.0%
NE	97-964	Cedar Mill Park	30,846	299	31,145	-	43	43	31,102	Budget	31,145	-	0.1%
NE	97-965	Jordan/Jackie Husen Park	308,460	2,988	311,448	-	28	28	311,420	Budget	311,448	-	0.0%
NW	97-966	NE/Bethany Meadows Trail Habitat Connection	246,768	2,390	249,158	-	-	-	249,158	Budget	249,158	-	0.0%
NW	97-967	Kaiser Ridge Park	10,282	100	10,382	-	-	-	10,382	Budget	10,382	-	0.0%
NW	97-968	Allenbach Acres Park	41,128	398	41,526	38	-	38	41,488	Budget	41,526	-	0.1%
NW	97-969	Crystal Creek Park	205,640	1,992	207,632	-	-	-	207,632	Budget	207,632	-	0.0%
NE	97-970	Foothills Park	61,692	590	62,282	1,333	11,297	12,630	23,921	Award	36,551	25,731	34.6%
NE	97-971	Commonwealth Lake Park	41,128	388	41,516	1,900	6,948	8,848	11,705	Award	20,553	20,963	43.0%
NW	97-972	Tualatin Hills Nature Park and Bridge Replacement	90,800	878	91,678	213	1,045	1,258	90,420	Budget	91,678	-	1.4%
NE	97-973	Pioneer Park	10,282	99	10,381	32	65	97	10,284	Budget	10,381	-	0.9%
NW	97-974	Whispering Woods Park	51,410	476	51,886	3,954	15,100	19,054	17,297	Award	36,351	15,535	52.4%
NW	97-975	Willow Creek Nature Park	20,564	196	20,760	514	1,813	2,327	18,433	Budget	20,760	-	11.2%

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			(1)	(2)	(1+2)	(4)	(5)	(4+5)=(6)					
SE	97-976	AM Kennedy Park	30,846	299	31,145	-	45	45	31,100	Budget	31,145	-	0.1%
SE	97-977	Camille Park	77,115	747	77,862	-	118	118	77,744	Budget	77,862	-	0.2%
SE	97-978	Vista Brook Park	20,564	199	20,763	-	-	-	20,763	Budget	20,763	-	0.0%
SE	97-979	Greenway Park/Koll Center	61,692	598	62,290	19	871	890	61,400	Budget	62,290	-	1.4%
SE	97-980	Bauman Park	82,256	793	83,049	608	569	1,177	81,872	Budget	83,049	-	1.4%
SE	97-981	Fanno Creek Park	162,456	1,574	164,030	-	292	292	163,738	Budget	164,030	-	0.2%
SE	97-982	Hideaway Park	41,128	398	41,526	-	29	29	41,497	Budget	41,526	-	0.1%
SW	97-983	Murrayhill Park	61,692	535	62,227	11,256	12,247	23,503	-	Complete	23,503	38,724	100.0%
SE	97-984	Hyland Forest Park	71,974	618	72,592	14,244	1,801	16,045	56,547	Budget	72,592	-	22.1%
SW	97-985	Cooper Mountain	205,640	1,992	207,632	-	5	5	207,627	Budget	207,632	-	0.0%
SW	97-986	Winkelman Park	10,282	100	10,382	-	9	9	10,373	Budget	10,382	-	0.1%
SW	97-987	Lowami Hart Woods	287,896	2,788	290,684	131	497	628	290,056	Budget	290,684	-	0.2%
SW	97-988	Rosa/Hazeldale Parks	28,790	277	29,067	275	49	324	28,743	Budget	29,067	-	1.1%
SW	97-989	Mt Williams Park	102,820	996	103,816	-	-	-	103,816	Budget	103,816	-	0.0%
SW	97-990	Jenkins Estate	154,230	1,489	155,719	942	686	1,628	154,091	Budget	155,719	-	1.0%
SW	97-991	Summercrest Park	10,282	95	10,377	798	1,276	2,074	5,737	Award	7,811	2,566	26.6%
SW	97-992	Morrison Woods	61,692	598	62,290	-	28	28	62,262	Budget	62,290	-	0.0%
UND	97-993	Interpretive Sign Network	339,306	3,287	342,593	-	1,895	1,895	340,698	Budget	342,593	-	0.6%
NW	97-994	Beaverton Creek Trail	61,692	598	62,290	-	-	-	62,290	Budget	62,290	-	0.0%
NW	97-995	Bethany WetlandsBronson Creek	41,128	398	41,526	-	-	-	41,526	Budget	41,526	-	0.0%
NW	97-996	Bluegrass Downs Park	15,423	149	15,572	-	-	-	15,572	Budget	15,572	-	0.0%
NW	97-997	Crystal Creek	41,128	398	41,526	-	-	-	41,526	Budget	41,526	-	0.0%
UND	97-914	Restoration of new properties to be acquired	643,023	6,231	649,254	-	-	-	649,254	Budget	649,254	-	0.0%
<b>Total Natural Area Preservation</b>			<b>3,762,901</b>	<b>36,250</b>	<b>3,799,151</b>	<b>36,257</b>	<b>56,761</b>	<b>93,018</b>	<b>3,602,614</b>		<b>3,695,632</b>	<b>103,519</b>	<b>2.5%</b>
<b>Natural Area Preservation - Land Acquisition</b>													
UND	98-882	Natural Area Acquisitions	8,400,000	81,350	8,481,350	3,884	26,712	30,596	8,450,754	Budget	8,481,350	-	0.4%
<b>Total Natural Area Preservation - Land Acquisition</b>			<b>8,400,000</b>	<b>81,350</b>	<b>8,481,350</b>	<b>3,884</b>	<b>26,712</b>	<b>30,596</b>	<b>8,450,754</b>		<b>8,481,350</b>	<b>-</b>	<b>0.4%</b>
<b>New Linear Park and Trail Development</b>													
SW	93-918	Westside Trail Segments 1, 4, & 7	4,267,030	40,481	4,307,511	154,425	130,376	284,801	4,022,710	Budget	4,307,511	-	6.6%
NE	93-920	Jordan/Husen Park Trail	1,645,120	15,221	1,660,341	147,392	53,983	201,375	1,458,966	Budget	1,660,341	-	12.1%
NW	93-924	Waterhouse Trail Segments 1, 5 and West Spur	3,804,340	35,873	3,840,213	178,553	152,164	330,717	3,509,496	Budget	3,840,213	-	8.6%
NW	93-922	Rock Creek Trail #5 & Allenbach, North Bethany #2	2,262,040	21,516	2,283,556	72,245	144,181	216,426	2,067,130	Budget	2,283,556	-	9.5%
UND	93-923	Miscellaneous Natural Trails	100,000	969	100,969	-	7,020	7,020	93,949	Budget	100,969	-	7.0%
NW	91-912	Nature Park - Old Wagon Trail	359,870	2,693	362,563	142,618	96,070	238,688	-	Complete	238,688	123,875	100.0%
NE	91-913	NE Quadrant Trail - Bluffs Phase 2	257,050	2,486	259,536	1,525	7,036	8,561	250,975	Budget	259,536	-	3.3%
SW	93-921	Lowami Hart Woods	822,560	7,474	830,034	90,005	59,121	149,126	680,908	Budget	830,034	-	18.0%
NW	91-911	Westside - Waterhouse Trail Connection	1,542,300	14,896	1,557,196	8,832	6,429	15,261	1,541,935	Budget	1,557,196	-	1.0%
<b>Total New Linear Park and Trail Development</b>			<b>15,060,310</b>	<b>141,609</b>	<b>15,201,919</b>	<b>795,595</b>	<b>656,380</b>	<b>1,451,975</b>	<b>13,626,069</b>		<b>15,078,044</b>	<b>123,875</b>	<b>9.6%</b>
<b>New Linear Park and Trail Land Acquisition</b>													
UND	98-883	New Linear Park and Trail Acquisitions	1,200,000	11,559	1,211,559	11,693	498,811	510,504	701,055	Budget	1,211,559	-	42.1%
<b>New Linear Park and Trail Land Acquisition</b>			<b>1,200,000</b>	<b>11,559</b>	<b>1,211,559</b>	<b>11,693</b>	<b>498,811</b>	<b>510,504</b>	<b>701,055</b>		<b>1,211,559</b>	<b>-</b>	<b>42.1%</b>
<b>Multi-field/Multi-purpose Athletic Field Development</b>													
SW	94-925	Winkelman Athletic Field	514,100	4,958	519,058	4,460	7,458	11,918	507,140	Budget	519,058	-	2.3%
SE	94-926	Meadow Waye Park	514,100	4,552	518,652	86,967	313,738	400,705	2,474	Award	403,179	115,473	99.4%
NW	94-927	New Fields in NW Quadrant	514,100	4,980	519,080	23	-	23	519,057	Budget	519,080	-	0.0%
NE	94-928	New Fields in NE Quadrant	514,100	4,977	519,077	-	330	330	518,747	Budget	519,077	-	0.1%
SW	94-929	New Fields in SW Quadrant	514,100	4,980	519,080	501	168	669	518,411	Budget	519,080	-	0.1%
SE	94-930	New Fields in SE Quadrant	514,100	4,980	519,080	-	-	-	519,080	Budget	519,080	-	0.0%
<b>Total Multi-field/Multi-purpose Athletic Field Dev.</b>			<b>3,084,600</b>	<b>29,427</b>	<b>3,114,027</b>	<b>91,951</b>	<b>321,694</b>	<b>413,645</b>	<b>2,584,909</b>		<b>2,998,554</b>	<b>115,473</b>	<b>13.8%</b>

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<b>Deferred Park Maintenance Replacements</b>													
UND	96-960	Play Structure Replacements at 11 sites	810,223	3,198	813,421	544,115	116,685	660,800	67,894	Award	728,694	84,727	90.7%
NW	96-720	Bridge/boardwalk replacement - Willow Creek	96,661	936	97,597	-	-	-	97,597	Budget	97,597	-	0.0%
SW	96-721	Bridge/boardwalk replacement - Rosa Park	38,909	377	39,286	-	-	-	37,000	Award	37,000	2,286	0.0%
SW	96-722	Bridge/boardwalk replacement - Jenkins Estate	7,586	10	7,596	28,430	-	28,430	-	Complete	28,430	(20,834)	100.0%
SE	96-723	Bridge/boardwalk replacement - Hartwood Highlands	10,767	104	10,871	-	985	985	26,815	Award	27,800	(16,929)	3.5%
NE	96-998	Irrigation Replacement at Roxbury Park	48,854	63	48,917	41,902	-	41,902	-	Complete	41,902	7,015	100.0%
UND	96-999	Pedestrian Path Replacement at 3 sites	116,687	150	116,837	118,040	-	118,040	-	Complete	118,040	(1,203)	100.0%
SW	96-946	Permeable Parking Lot at Aloha Swim Center	160,914	1,559	162,473	17,594	177,430	195,024	-	Complete	195,024	(32,551)	100.0%
NE	96-947	Permeable Parking Lot at Sunset Swim Center	160,914	1,559	162,473	-	-	-	162,473	Budget	162,473	-	0.0%
<b>Total Deferred Park Maintenance Replacements</b>			<b>1,451,515</b>	<b>7,956</b>	<b>1,459,471</b>	<b>750,081</b>	<b>295,100</b>	<b>1,045,181</b>	<b>391,779</b>		<b>1,436,960</b>	<b>22,511</b>	<b>72.7%</b>
<b>Facility Rehabilitation</b>													
UND	95-931	Structural Upgrades at Several Facilities	317,950	2,914	320,864	101,787	3,545	105,332	215,532	Budget	320,864	-	32.8%
SW	95-932	Structural Upgrades at Aloha Swim Center	406,279	3,834	410,113	18,186	2,243	20,429	389,684	Budget	410,113	-	5.0%
SE	95-933	Structural Upgrades at Beaverton Swim Center	1,447,363	14,021	1,461,384	-	18,185	18,185	1,443,199	Budget	1,461,384	-	1.2%
NE	95-934	Structural Upgrades at Cedar Hills Recreation Center	628,087	6,084	634,171	-	-	-	634,171	Budget	634,171	-	0.0%
SW	95-935	Structural Upgrades at Conestoga Rec/Aquatic Center	44,810	434	45,244	-	-	-	45,244	Budget	45,244	-	0.0%
SE	95-937	Structural Upgrades at Garden Home Recreation Center	486,935	4,717	491,652	-	-	-	491,652	Budget	491,652	-	0.0%
SE	95-938	Structural Upgrades at Harman Swim Center	179,987	1,720	181,707	4,215	10,145	14,360	167,347	Budget	181,707	-	7.9%
NW	95-939	Structural Upgrades at HMT/50 Mtr Pool/Aquatic Center	312,176	2,959	315,135	11,703	49,388	61,091	254,044	Budget	315,135	-	19.4%
NW	95-940	Structural Upgrades at HMT Administration Building	397,315	3,737	401,052	20,017	17,250	37,267	363,785	Budget	401,052	-	9.3%
NW	95-941	Structural Upgrades at HMT Athletic Center	65,721	84	65,805	66,000	-	66,000	-	Complete	66,000	(195)	100.0%
NW	95-942	Structural Upgrades at HMT Dryland Training Center	116,506	1,129	117,635	-	11,451	11,451	106,184	Budget	117,635	-	9.7%
NW	95-943	Structural Upgrades at HMT Tennis Center	268,860	2,604	271,464	-	7,277	7,277	264,187	Budget	271,464	-	2.7%
SE	95-944	Structural Upgrades at Raleigh Swim Center	4,481	6	4,487	5,703	-	5,703	-	Complete	5,703	(1,216)	100.0%
NW	95-945	Structural Upgrades at Somerset Swim Center	8,962	12	8,974	4,350	-	4,350	-	Complete	4,350	4,624	100.0%
NE	95-950	Sunset Swim Center Structural Upgrades	1,028,200	9,902	1,038,102	10,381	-	10,381	1,027,721	Budget	1,038,102	-	1.0%
NE	95-951	Sunset Swim Center Pool Tank	514,100	276	514,376	294,280	-	294,280	-	Complete	294,280	220,096	100.0%
<b>Total Facility Rehabilitation</b>			<b>6,227,732</b>	<b>54,433</b>	<b>6,282,165</b>	<b>536,622</b>	<b>119,484</b>	<b>656,106</b>	<b>5,402,750</b>		<b>6,058,856</b>	<b>223,309</b>	<b>10.8%</b>
<b>Facility Expansion and Improvements</b>													
SE	95-952	Elsie Stuhr Center Expansion and Structural Improvements	1,997,868	18,695	2,016,563	120,811	79,187	199,998	1,816,565	Budget	2,016,563	-	9.9%
SW	95-953	Conestoga Rec/Aquatic Expansion & Splash Pad	5,449,460	51,081	5,500,541	311,026	229,554	540,580	4,959,961	Budget	5,500,541	-	9.8%
SW	95-954	Aloha ADA Dressing Rooms	123,384	158	123,542	178,434	267	178,701	-	Complete	178,701	(55,159)	100.0%
NW	95-955	Aquatics Center ADA Dressing Rooms	133,666	1,174	134,840	21,793	158,265	180,058	684	Award	180,742	(45,902)	99.6%
NE	95-956	Athletic Center HVAC Upgrades	514,100	655	514,755	306,914	14,907	321,821	-	Complete	321,821	192,934	100.0%
<b>Total Facility Expansion and Improvements</b>			<b>8,218,478</b>	<b>71,763</b>	<b>8,290,241</b>	<b>938,978</b>	<b>482,180</b>	<b>1,421,158</b>	<b>6,777,210</b>		<b>8,198,368</b>	<b>91,873</b>	<b>17.3%</b>
<b>ADA/Access Improvements</b>													
NW	95-957	HMT ADA Parking and other site improvement	735,163	7,013	742,176	2,024	11,729	13,753	728,423	Budget	742,176	-	1.9%
UND	95-958	ADA Improvements - undesignated funds	116,184	1,125	117,309	-	335	335	116,974	Budget	117,309	-	0.3%
SW	95-730	ADA Improvements - Barrows Park	8,227	80	8,307	-	-	-	8,307	Budget	8,307	-	0.0%
NW	95-731	ADA Improvements - Bethany Lake Park	20,564	199	20,763	-	25,566	25,566	-	Complete	25,566	(4,803)	100.0%
NE	95-732	ADA Improvements - Cedar Hills Recreation Center	8,226	80	8,306	-	-	-	8,306	Budget	8,306	-	0.0%
NE	95-733	ADA Improvements - Forest Hills Park	12,338	120	12,458	-	-	-	12,458	Budget	12,458	-	0.0%
SE	95-734	ADA Improvements - Greenway Park	15,423	149	15,572	-	-	-	15,572	Budget	15,572	-	0.0%
SW	95-735	ADA Improvements - Jenkins Estate	16,450	159	16,609	-	-	-	16,609	Budget	16,609	-	0.0%
SW	95-736	ADA Improvements - Lawndale Park	30,846	40	30,886	16,626	-	16,626	-	Complete	16,626	14,260	100.0%
NE	95-737	ADA Improvements - Lost Park	15,423	149	15,572	-	-	-	15,572	Budget	15,572	-	0.0%

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			(1)	(2)	(1+2)	(4)	(5)	(4+5)=(6)					
NW	95-738	ADA Improvements - Rock Creek Powerline Park (Soccer Fld)	20,564	199	20,763	-	-	-	20,763	Budget	20,763	-	0.0%
NW	95-739	ADA Improvements - Skyview Park	5,140	50	5,190	-	-	-	5,190	Budget	5,190	-	0.0%
NW	95-740	ADA Improvements - Waterhouse Powerline Park	8,226	80	8,306	-	-	-	8,306	Budget	8,306	-	0.0%
NE	95-741	ADA Improvements - West Sylvan Park	5,140	50	5,190	-	-	-	5,190	Budget	5,190	-	0.0%
SE	95-742	ADA Improvements - Wonderland Park	10,282	99	10,381	-	-	-	10,381	Budget	10,381	-	0.0%
<b>Total ADA/Access Improvements</b>			<b>1,028,196</b>	<b>9,592</b>	<b>1,037,788</b>	<b>18,650</b>	<b>37,630</b>	<b>56,280</b>	<b>972,051</b>		<b>1,028,331</b>	<b>9,457</b>	<b>5.5%</b>
<b>Community Center Land Acquisition</b>													
UND	98-884	Community Center	5,000,000	48,462	5,048,462	5,046	578,948	583,994	4,464,468	Budget	5,048,462	-	11.6%
<b>Total Community Center Land Acquisition</b>			<b>5,000,000</b>	<b>48,462</b>	<b>5,048,462</b>	<b>5,046</b>	<b>578,948</b>	<b>583,994</b>	<b>4,464,468</b>		<b>5,048,462</b>	<b>-</b>	<b>11.6%</b>
<b>Bond Administration Costs</b>													
UND		Debt Issuance Costs	1,393,000	-	1,393,000	24,772	-	24,772	1,368,228	Budget	1,393,000	-	1.8%
UND		Technology Needs	18,330	-	18,330	21,370	-	21,370	-	Complete	21,370	(3,040)	100.0%
UND		Office Furniture	7,150	-	7,150	3,940	-	3,940	-	Complete	3,940	3,210	100.0%
UND		Admin/Consultant Costs	31,520	-	31,520	17,978	15,465	33,443	(1,923)	Budget	31,520	-	106.1%
			<b>1,450,000</b>	<b>-</b>	<b>1,450,000</b>	<b>68,060</b>	<b>15,465</b>	<b>83,525</b>	<b>1,366,305</b>		<b>1,449,830</b>	<b>170</b>	<b>5.8%</b>
<b>Grand Total</b>			<b>100,000,000</b>	<b>926,440</b>	<b>100,926,440</b>	<b>3,823,255</b>	<b>7,078,029</b>	<b>10,901,284</b>	<b>89,334,970</b>		<b>100,236,254</b>	<b>690,186</b>	<b>10.9%</b>



**MEMORANDUM**

Date: April 19, 2011  
 To: Board of Directors  
 From: Keith Hobson, Director of Business and Facilities  
 Re: **System Development Charge Report for February, 2011**

Below please find the various categories for System Development Charges, i.e., Single Family, Multiple Family, Manufactured Housing Unit, and Non-residential Development. Also listed are the collection amounts for both the City of Beaverton and Washington County, and the 1.6% handling fee for collections through February, 2011.

<b>Type of Dwelling Unit</b>	<b>Current SDC per Type of Dwelling Unit</b>
Single Family	\$5551.00 with 1.6% discount = \$5,462.18
Multi-Family	\$4,151.00 with 1.6% discount = \$4,084.58
Non-residential	\$144.00 with 1.6% discount = \$141.70

<b><u>City of Beaverton Collection of SDCs</u></b>		<b><u>Receipts</u></b>	<b><u>Collection Fee</u></b>	<b><u>Total Revenue</u></b>
2,443	Single Family Units	\$6,120,667.73	\$182,284.80	\$6,302,952.53
15	Single Family Units at \$489.09	\$7,336.35	\$221.45	\$7,557.80
1,399	Multi-family Units	\$2,624,822.68	\$80,892.66	\$2,705,715.34
0	Less Multi-family credits	(\$7,957.55)	(\$229.36)	(\$8,186.91)
188	Non-residential	\$446,642.73	\$13,413.99	\$460,056.72
<b><u>4,045</u></b>		<b><u>\$9,191,511.94</u></b>	<b><u>\$276,583.54</u></b>	<b><u>\$9,468,095.48</u></b>

<b><u>Washington County Collection of SDCs</u></b>		<b><u>Receipts</u></b>	<b><u>Collection Fee</u></b>	<b><u>Total Revenue</u></b>
6,274	Single Family Units	\$17,574,218.48	\$477,989.19	\$18,052,207.67
-300	Less Credits	(\$623,548.98)	(\$19,285.02)	(\$642,834.00)
1,844	Multi-family Units	\$3,883,845.63	\$115,073.18	\$3,998,918.81
-24	Less Credits	(\$47,323.24)	(\$1,463.61)	(\$48,786.85)
94	Non-residential	\$277,679.98	\$7,467.27	\$285,147.25
<b><u>7,888</u></b>		<b><u>\$21,064,871.87</u></b>	<b><u>\$579,781.01</u></b>	<b><u>\$21,644,652.88</u></b>

<b><u>Recap by Agency</u></b>		<b><u>Percent</u></b>	<b><u>Receipts</u></b>	<b><u>Collection Fee</u></b>	<b><u>Total Revenue</u></b>
4,045	City of Beaverton	30.43%	\$9,191,511.94	\$276,583.54	\$9,468,095.48
7,888	Washington County	69.57%	\$21,064,871.87	\$579,781.01	\$21,644,652.88
<b><u>11,933</u></b>		<b><u>100.00%</u></b>	<b><u>\$30,256,383.81</u></b>	<b><u>\$856,364.55</u></b>	<b><u>\$31,112,748.36</u></b>

<u>Recap by Dwelling</u>	<u>Single Family</u>	<u>Multi-Family</u>	<u>Non-Resident</u>	<u>Total</u>
City of Beaverton	2,458	1,399	188	4,045
Washington County	5,974	1,820	94	7,888
	<u>8,432</u>	<u>3,219</u>	<u>282</u>	<u>11,933</u>

**Total Receipts to Date** **\$30,422,907.97**

**Total Payments to Date**

Refunds	(\$2,010,890.42)	
Administrative Costs	(\$18.65)	
Project Costs -- Development	(\$17,198,952.03)	
<u>Project Costs -- Land Acquisition</u>	<u>(\$8,599,034.65)</u>	<u>(\$27,808,895.75)</u>
		<u><b>\$2,614,012.22</b></u>

<u>Recap by Month, FY 2010-11</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Interest</u>	<u>SDC Fund Total</u>
through June 2010 (1)	\$28,965,853.93	(\$26,372,400.35)	\$1,980,915.82	\$4,574,369.40
July	\$258,786.87	(\$45,004.00)	\$1,951.69	\$215,734.56
August	\$212,203.52	(\$277,290.59)	\$2,015.92	(\$63,071.15)
September	\$206,243.59	(\$88,916.20)	\$1,949.24	\$119,276.63
October	\$164,543.24	(\$22,290.37)	\$2,021.22	\$144,274.09
November	\$120,847.99	(\$9,276.06)	\$1,875.60	\$113,447.53
December	\$153,250.28	(\$958,050.36)	\$2,051.73	(\$802,748.35)
January	\$180,521.77	(\$5,809.99)	\$2,011.59	\$176,723.37
February	\$160,656.78	(\$29,857.83)	\$1,510.16	\$132,309.11
March	\$0.00	\$0.00	\$0.00	\$0.00
April	\$0.00	\$0.00	\$0.00	\$0.00
May	\$0.00	\$0.00	\$0.00	\$0.00
June	\$0.00	\$0.00	\$0.00	\$0.00
	<u><b>\$30,422,907.97</b></u>	<u><b>(\$27,808,895.75)</b></u>	<u><b>\$1,996,302.97</b></u>	<u><b>\$4,610,315.19</b></u>

(1) Net of \$1,029,273 of SDC Credits awarded for park development projects.

Projected SDC receipts through June 30, 2010 per the budget were \$31,054,171. Actual receipts were \$27,469,334. This fiscal year's projected total receipts per the budget are \$3,166,719.

Tualatin Hills Park and Recreation District										
Systems Development Charge - Monthly Accounting, Year-to-Date FY 2010-11										
City of Beaverton Collection of S.D.C.'s										
		Unit Rate	Revenue	Collection Fee	Total	Improvement Fee (1)	Reimbursement Fee (1)	Collection/ Admin Fee (1)	Total SDC Fee	
607	Single Family Units	1,891.50	1,147,194.75	35,480.25	1,182,675.00	1,048,032.00	27,292.50	107,350.50	1,182,675.00	
138	Single Family Units	2,102.96	290,208.48	8,975.52	299,184.00	265,123.05	6,904.25	27,156.70	299,184.00	
327	Single Family Units	2,203.84	720,655.68	22,288.32	742,944.00	658,362.68	17,144.86	67,436.46	742,944.00	
15	Single Family Units	489.09	7,336.35	221.45	7,557.80	6,697.37	174.41	686.02	7,557.80	
331	Single Family Units	2,327.03	770,250.47	23,818.53	794,069.00	703,667.30	18,324.67	72,077.03	794,069.00	
205	Single Family Units	2,457.01	503,687.05	15,577.95	519,265.00	460,148.68	11,983.04	47,133.28	519,265.00	
281	Single Family Units	2,638.40	741,390.40	22,929.60	764,320.00	677,305.11	17,638.15	69,376.74	764,320.00	
303	Single Family Units	2,891.57	876,145.71	27,097.29	903,243.00	800,412.26	20,844.07	81,986.68	903,243.00	
167	Single Family Units	3,466.78	578,952.26	17,905.74	596,858.00	554,541.83	8,577.74	33,738.42	596,858.00	
25	Single Family Units	6,674.47	166,861.75	2,706.70	169,568.45	169,568.45	0.00	0.00	169,568.45	
22	Single Family Units	6,777.79	149,111.38	2,375.87	151,487.25	151,487.25	0.00	0.00	151,487.25	
29	Single Family Units	6,076.20	176,209.80	3,129.03	179,338.83	179,338.83	0.00	0.00	179,338.83	
8	Single Family Units	5,462.18	43,697.44	868.24	44,565.68	44,565.68	0.00	0.00	44,565.68	
464	Multi-family Units	1,454.03	674,669.92	20,866.08	695,536.00	545,663.32	86,768.81	63,103.87	695,536.00	
0	Multi-family Units	1,616.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0	Less Credits		(7,957.55)	(229.36)	(8,186.91)	(6,422.81)	(1,021.33)	(742.77)	(8,186.91)	
110	Multi-family Units	1,694.59	186,404.90	5,765.10	192,170.00	150,761.60	23,973.40	17,435.00	192,170.00	
74	Multi-family Units	1,789.65	132,434.10	4,095.90	136,530.00	107,110.79	17,032.25	12,386.96	136,530.00	
245	Multi-family Units	1,889.56	462,942.20	14,317.80	477,260.00	374,420.99	59,538.66	43,300.36	477,260.00	
68	Multi-family Units	2,029.24	137,988.32	4,267.68	142,256.00	111,602.97	17,746.58	12,906.45	142,256.00	
332	Multi-family Units	2,224.21	738,437.72	22,838.28	761,276.00	660,481.17	58,355.03	42,439.76	761,276.00	
0	Multi-family Units	2,445.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
102	Multi-family Units	2,666.53	271,986.06	8,411.94	280,398.00	280,398.00	0.00	0.00	280,398.00	
4	Multi-family Units	4,989.86	19,959.46	329.88	20,289.34	20,289.34	0.00	0.00	20,289.34	
0	Multi-family Units	5,067.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0	Multi-family Units	4,543.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0	Multi-family Units	4,084.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
188	Non-residential	Various	446,642.73	13,413.99	460,056.72	429,595.87	0.00	30,460.85	460,056.72	
<b>4,045</b>	<b>Total</b>		<b>9,235,209.38</b>	<b>277,451.78</b>	<b>9,512,661.17</b>	<b>8,393,151.73</b>	<b>391,277.09</b>	<b>728,232.31</b>	<b>9,512,661.17</b>	
Washington County Collection of S.D.C.'s Revenue										
		Unit Rate	Revenue	Collection Fee	Total	Improvement Fee (1)	Reimbursement Fee (1)	Collection/ Admin Fee (1)	Total SDC Fee	
1,916	Single Family Units	1,891.50	3,624,114.00	112,086.00	3,736,200.00	3,310,848.00	86,220.00	339,132.00	3,736,200.00	
(91)	Less SFR Credits	1,891.50	(172,126.50)	(5,323.50)	(177,450.00)	(177,450.00)	0.00	0.00	(177,450.00)	
351	Single Family Units	2,102.96	738,138.96	22,829.04	760,968.00	674,334.72	17,560.80	69,072.48	760,968.00	
(91)	Less SFR Credits	2,102.96	(191,369.36)	(5,918.64)	(197,288.00)	(174,827.52)	(4,552.80)	(17,907.68)	(197,288.00)	
741	Single Family Units	2,203.84	1,633,036.71	50,515.29	1,683,552.00	1,491,886.08	38,851.20	152,814.72	1,683,552.00	
(118)	Less SFR Credits	2,203.84	(260,053.12)	(8,042.88)	(268,096.00)	(237,574.30)	(6,186.83)	(24,334.87)	(268,096.00)	
714	Single Family Units	2,327.03	1,661,582.84	51,294.16	1,712,877.00	1,517,872.54	39,527.93	155,476.53	1,712,877.00	
732	Single Family Units	2,457.01	1,798,531.32	55,624.68	1,854,156.00	1,662,100.04	38,930.26	153,125.70	1,854,156.00	
528	Single Family Units	2,638.40	1,393,075.20	43,084.80	1,436,160.00	1,274,207.02	32,828.31	129,124.68	1,436,160.00	
324	Single Family Units	2,981.57	936,868.68	28,975.32	965,844.00	865,049.50	20,431.32	80,363.16	965,844.00	
350	Single Family Units	3,466.78	1,213,373.00	37,527.00	1,250,900.00	1,160,571.29	18,310.10	72,018.63	1,250,900.00	
157	Single Family Units	6,674.47	1,047,891.79	16,963.23	1,064,855.02	1,064,855.02	0.00	0.00	1,064,855.02	
282	Single Family Units	6,777.79	1,911,336.78	30,404.09	1,941,740.87	1,941,740.87	0.00	0.00	1,941,740.87	
161	Single Family Units	6,076.20	1,616,269.20	28,685.58	1,644,954.78	1,644,954.78	0.00	0.00	1,644,954.78	
18	Single Family Units	5,462.18	98,319.24	1,953.54	100,272.78	100,272.78	0.00	0.00	100,272.78	
117	Multi-family Units	1,454.03	169,830.51	5,552.49	175,383.00	137,591.83	21,879.20	15,911.97	175,383.00	
41	Multi-family Units	1,616.99	66,296.59	2,050.41	68,347.00	53,619.73	8,526.36	6,200.91	68,347.00	
68	Multi-family Units	1,694.59	115,232.12	3,563.88	118,796.00	93,198.08	14,819.92	10,778.00	118,796.00	
194	Multi-family Units	1,789.65	347,192.10	10,737.90	357,930.00	280,803.97	44,652.13	32,473.90	357,930.00	
(24)	Less MFR Credits	1,789.65	(47,323.24)	(1,463.61)	(48,786.85)	(38,274.36)	(6,086.21)	(4,426.28)	(48,786.85)	
508	Multi-family Units	1,889.56	959,896.48	29,687.52	989,584.00	776,350.46	123,451.60	89,781.94	989,584.00	
563	Multi-family Units	2,029.24	1,142,101.28	35,322.58	1,177,423.86	923,714.97	146,884.81	106,819.67	1,177,423.86	
139	Multi-family Units	2,224.21	309,165.19	9,561.81	318,727.00	250,048.36	39,761.51	28,917.10	318,727.00	
118	Multi-family Units	2,666.53	314,650.54	9,731.46	324,382.00	278,771.01	26,406.42	19,204.45	324,382.00	
48	Multi-family Units	4,989.86	254,716.08	4,330.01	259,046.09	259,046.09	0.00	0.00	259,046.09	
16	Multi-family Units	5,067.60	81,081.60	1,303.56	82,385.16	82,385.16	0.00	0.00	82,385.16	
0	Multi-family Units	4,543.13	45,431.30	811.40	46,242.70	46,242.70	0.00	0.00	46,242.70	
0	Multi-family Units	4,084.58	24,507.48	486.84	24,994.32	24,994.32	0.00	0.00	24,994.32	
0	Manufactured Housing	1,483.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0	Manufactured Housing	2,039.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
32	Manufactured Housing	2,445.37	78,251.84	2,420.16	80,672.00	80,672.00	0.00	0.00	80,672.00	
94	Non-residential	Various	277,679.98	7,467.27	285,147.25	269,165.89	0.00	15,981.36	285,147.25	
<b>7,888</b>	<b>Total</b>		<b>21,187,698.59</b>	<b>582,221.39</b>	<b>21,769,919.98</b>	<b>19,637,171.03</b>	<b>702,216.03</b>	<b>1,430,528.37</b>	<b>21,769,919.98</b>	
Recap by Agency										
			Revenue	Collection Fee	Total	Percent	Improvement Fee (1)	Reimbursement Fee (1)	Collection/ Admin Fee (1)	Total SDC Fee
	City of Beaverton		9,235,209.38	277,451.78	9,512,661.17	30.41%	8,393,151.73	391,277.09	728,232.31	9,512,661.17
	Washington County		21,187,698.59	582,221.39	21,769,919.98	69.59%	19,637,171.03	702,216.03	1,430,528.37	21,769,919.98
	<b>Total</b>		<b>30,422,907.97</b>	<b>859,673.18</b>	<b>31,282,581.15</b>		<b>28,030,322.76</b>	<b>1,093,493.12</b>	<b>2,158,760.68</b>	<b>31,282,581.15</b>
Add										
	Allocation of interest earned				1,996,302.97		1,628,901.71	146,002.93	221,398.24	1,996,302.97
	Grant rec'd (Wa Cty) & Coparans pledge				24,000.00		0.00	0.00	24,000.00	24,000.00
Less										
	SDC Credits for Land Donation Paid in Cash			x	(1,345,291.19)		(1,223,739.37)	0.00	(121,551.82)	(1,345,291.19)
	Refunds of SFR Fees Collected in Error			x	(665,599.23)		(597,657.08)	(1,227.24)	(66,641.39)	(665,599.23)
	Administrative Costs Paid			x	(18.67)		0.00	0.00	(18.67)	(18.67)
	Collection Fees paid to City and County				(859,673.16)		(152,316.84)	0.00	(707,356.32)	(859,673.16)
Project Costs										
	Inger Land Acquisition				(690,517.55)		(690,517.55)	0.00	0.00	(690,517.55)
	Husen Land Acquisition				(448,254.93)		(448,254.93)	0.00	0.00	(448,254.93)
	Fanno Trail Matching				(406,528.10)		(406,528.10)	0.00	0.00	(406,528.10)
	Stover/JQAY Acquisition				(164,160.04)		(164,160.04)	0.00	0.00	(164,160.04)
	PGE Land Acquisition				(3,500.00)		(3,500.00)	0.00	0.00	(3,500.00)
	Rock Creek/Bethany				(775,329.38)		(775,329.38)	0.00	0.00	(775,329.38)
	Camp Rivendale				(628,794.95)		(628,794.95)	0.00	0.00	(628,794.95)
	Conestoga Play Structure				(27,951.70)		(27,951.70)	0.00	0.00	(27,951.70)
	Synthetic Turf Project				(315,242.42)		(315,242.42)	0.00	0.00	(315,242.42)
	Stuhr Building Expansion				(148,261.65)		(148,261.65)	0.00	0.00	(148,261.65)
	Bluffs Park Development				(107,645.65)		(107,645.65)	0.00	0.00	(107,645.65)
	Foege Park Development				(130,871.23)		(130,871.23)	0.00	0.00	(130,871.23)
	Kelvin Land Acquisition				(46,448.00)		(46,448.00)	0.00	0.00	(46,448.00)
	Beaverton Pwrln Trail				(944,765.87)		(944,765.87)	0.00	0.00	(944,765.87)
	Kaiser Woods				(1,016,829.86)		(1,016,829.86)	0.00	0.00	(1,016,829.86)
	PCC Athletic Fields MP & Construction				(10,161,040.65)		(10,161,040.65)	0.00	0.00	(10,161,040.65)
	Synthetic Turf Field 2				(531,551.57)		(531,551.57)	0.00	0.00	(531,551.57)
	Winkelman Land Acquisition				(27,000.00)		(27,000.00)	0.00	0.00	(27,000.00)
	BSD Synth Turf Field Matching Funds				(200,000.00)		(200,000.00)	0.00	0.00	(200,000.00)
	Nature Park Infrastructure				(38,362.62)		(38,362.62)	0.00	0.00	(38,362.62)
	HMT Play Structure Phase II				(195,277.74)		(195,277.74)	0.00	0.00	(195,277.74)
	Other Land Acquisition (thru FY07)				(627,196.85)		(627,196.85)	0.00	0.00	(627,196.85)
	Novice Skate Park				(209,707.59)		(209,707.59)	0.00	0.00	(209,707.59)
	CRA Backyard Master Plan				(103,987.26)		(103,987.26)	0.00	0.00	(103,987.26)
	Mt. Williams Land Acquisition				(1,600,220.00)		(1,600,220.00)	0.00	0.00	(1,600,220.00)
	Tennis Air Structure				(528,651.17)		(528,651.17)			



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## Public meeting tonight for Pioneer Park in Beaverton

Published: Thursday, March 31, 2011, 10:47 AM Updated: Thursday, March 31, 2011, 10:48 AM



By **Dominique Fong, The Oregonian**



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Tualatin Hills Park & Recreation District

The **Tualatin Hills Park & Recreation District** is holding a meeting Thursday night on redevelopment in **Pioneer Park**.

The park at 14545 N.W. Pioneer Road is going through its master plan phase.

Proposed park improvements include a new playground, picnic areas, signs and natural areas. Sport court upgrades, a picnic shelter and a drinking fountain may also be considered.

The district allocated \$530,000 of bond money for the redevelopment.

The meeting will be held March 31 at 6:30 p.m. at the Dryland Training Room of the **Howard M. Terpenning Complex**.

-- **Dominique Fong**; Tweet me [@BvrtnReporter](#)

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## Rotary donates to special swim program, honors two THPRD employees

Published: Tuesday, April 05, 2011, 3:16 PM Updated: Wednesday, April 06, 2011, 8:21 AM



**THPRD**  
By

The Beaverton Metro Rotary Club and Rotary District 5100 have awarded the Tualatin Hills Park Foundation \$4,000 for Camp Rivendale and its special swim program.

In addition, Rotary Club President Dan Hanenkrat presented the organization's "Service Above Self" award to two Tualatin Hills Park & Recreation District employees: Sha Fenton, Camp Rivendale director, and Crystal Risch-Ball, director and founder of the Wilderness Community for children.

Camp Rivendale is an annual THPRD summer program that provides recreational opportunities for children and young adults with special needs. The camp is based at THPRD's Jenkins Estate.

This year's camp will start June 27 and run through Aug. 19. Once a week, children will be transported to THPRD's Beaverton Swim Center for exercise and fun in the pool.

"Swimming is an important part of the camp, particularly for wheelchair-bound kids," said Lynda Myers, Jenkins Estate supervisor. "They are able to get into the water with assistance and have freedom of movement. It's a wonderful time for them."

Sha Fenton, director of Camp Rivendale for the last 20 years, was honored for her longstanding service, development of camp programs, leadership in Special Olympics, and assistance to individual families needing respite care. Crystal Risch-Ball was recognized for creating Camp Rivendale's Wilderness Community and its counselor-in-training incentive program. Wilderness Community serves children with maladaptive behaviors and other behavioral challenges.

The Tualatin Hills Park Foundation is a publicly supported Oregon nonprofit organization. Led by a volunteer board of trustees, the foundation develops resources to ensure access to recreation for all residents of the Tualatin Hills Park & Recreation District. It does this primarily through fundraising for special projects. For more information, visit [www.thpf.org](http://www.thpf.org).

Formed in 1955, THPRD is the largest special park district in Oregon, spanning about 50 square miles and serving more than 200,000 residents in the greater Beaverton area. The district provides year-round recreational and educational opportunities for people of all ages. Offerings include a wide variety of classes and more than 200 park sites, 60 miles of trails, eight swim centers, six recreation centers, and 1,300 acres of natural areas. For more information, visit [www.thprd.org](http://www.thprd.org) or call 503/645-6433.

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Everything Oregon

## Monday in Hillsboro: Washington County Public Affairs Forum looks at Tualatin Hills Park & Recreation District

Published: Monday, April 11, 2011, 7:36 AM Updated: Monday, April 11, 2011, 7:46 AM



**The Oregonian**

By



Steven Nehl

Doug Menke, general manager of the Tualatin Hills Park & Recreation District, will speak to the Washington County Public Affairs Forum on Monday.

### **The Tualatin Hills Park & Recreation District**

will be the topic of Monday's **Washington County Public Affairs Forum**, with Doug Menke, general manager of the parks district, reporting on how the district is investing money from the bond measure voters approved in 2008.

Free and open to anyone who's interested in the politics of Washington County, the public affairs forum meets at 11:30 a.m. Mondays at the Tanasbourne Old Spaghetti Factory, **18925 N.W. Tanasbourne Drive**.

Lunch, served at 11:30 a.m. and noon, is \$8-\$13 for members, \$10-\$15 for nonmembers. Coffee or tea only is \$4-\$6. The program begins at noon.

Programs are replayed on TVCTV Channel 21 at 6 a.m. Thursday; on Channel 28 at 10 p.m. Thursday, 6 p.m. Friday and 3 p.m. Sunday; and on Channel 11 at 10 a.m. Monday.

On April 18, the forum invites residents to learn more about their candidates in the **May 17 election**. Candidates in contested races for the Beaverton and Hillsboro school districts, the Tualatin Hills Park & Recreation District, the Tualatin Valley Water District and the Washington County Fire District have been invited to appear and answer questions.

-- The Oregonian

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## THPRD offers community gardens, volunteer opportunities; soccer clubs join forces

Published: Thursday, April 14, 2011, 12:10 PM Updated: Thursday, April 14, 2011, 12:27 PM



**Kjerstin Gabrielson, The Oregonian**

By



The Oregonian, 2005

Safety Town, a summer program at Cedar Hills Recreation Center, needs student volunteers.

A roundup of **Beaverton** and **Cedar Mill** tidbits finds updates on community gardens, summer volunteer opportunities for tweens and teens, and changes for Cedar Mill's Mr. James Hairstyling, Cornell Cobbler and Milltown Soccer.

**Community Gardens.** Tualatin Hills Park & Recreation District general manager Doug Menke **writes about the district's seven community gardens**, with the newest gardens at Bethany Lake Park, at the intersection of Northwest 185th Avenue and West Union Road, and Southminster Presbyterian Church, at 12250 S.W. Denney Road in Beaverton.

**Teen volunteers:** Lining up summer plans for middle school kids can be tricky. THPRD has an interesting option: volunteering at Safety Town. The district is signing up 12- to 15-year-olds now for the summer program. The district's Leadership in Training program is also recruiting teens for volunteer programs. **Information and registration available online.**

**Cedar Mill business news:** The Cedar Mill News reports on two milestones: **Mr. James of Mr. James Hairstyling is retiring** after 46 years as proprietor of the salon at the corner of Cornell and Saltzman. Across the street, **Cornell Cobbler's Clarence Buehrle has sold the business** to Mark Ivens.

**Soccer clubs unite:** Milltown and Cedar Splinters soccer clubs are merging into **Milltown United Soccer Club**. Registration for the unified club opens soon.

– **Kjerstin Gabrielson, @KjGabrielson**

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## THPRD Board taps three for bond oversight committee

Three community volunteers have been appointed to a committee responsible for overseeing implementation of the Tualatin Hills Park and Recreation District's voter-approved bond measure.

Added to the Citizens Oversight Committee were former Beaverton Mayor Rob Drake, finance expert Boyd Leonard and attorney Matthew McKean.

Each was approved by the THPRD Board of Directors to serve a two-year term. They join nine other members, bringing the committee total to 12. In addition to Chairman Marc San Soucie, others are Wink Brooks, Wendy Kroger, Rob Massar, Anthony Mills, Stephen Pearson, Jack Platten, Paul Waldram and Barbara Wilson.

The committee's purpose is to ensure that the park district meets the objectives of the bond measure,

which voters supported in November 2008, and uses the funds as planned. Members focus on delivery of the overall bond measure obligations, not specific projects or activities.

The committee, which was formed in 2009, reports annually on overall progress in meeting objectives. Members have the opportunity to recommend improvements in efficiency, administration or performance.

Bond measure funds are earmarked for land acquisition and dozens of improvement projects focused on parks, trails, natural area preservation and athletic fields. The measure is also supporting expansions of the Elsie Stuhr Center and the Conestoga Recreation & Aquatic Center and replacement as well as renovation of aging facilities.

## Park District appoints 3 to oversight committee

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The THPRD Board of Directors approved each to serve a two-year term. They

join nine holdover members, bringing the committee total to 12. In addition to the chair, Marc San Soucie, others are Wink Brooks, Wendy Kroger, Rob Massar, Anthony Mills, Stephen Pearson, Jack Platten, Paul Waldram and Barbara Wilson.

The committee's purpose is to ensure that the Park District meets the objectives of the bond measure, which passed in November 2008, and uses the funds as planned. Members focus on

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## Sign up for summer camps and classes at the Tualatin Hills Park & Recreation District

Published: Friday, April 15, 2011, 7:00 AM



**Dominique Fong, The Oregonian**

By



**View full size**

Doug Beghtel/The Oregonian

Kids learn how to dance in a class offered by the Tualatin Hills Park & Recreation District.

Get your phones ready.

The **Tualatin Hills Park & Recreation District** will open summer registration at 8 a.m. on April 16 for in-district residents. Phone lines will open at the same time as online registration.

Out-of-district patrons can register at 8:30 a.m. on April 22. They must also pay an assessment fee of \$70 per quarter or \$280 annually.

Registration instructions and descriptions of programs can found in the **activities guide**. Extra copies can be picked up at any district facility or the administration office at 158th Avenue and

Walker Road.

Classes and programs are filled on a first-come, first-served basis. Popular classes tend to fill up quickly, **as some parents described during the rush** for winter and spring sign-ups.

Call 503-439-9400 or visit the district's **website** to sign up.

-- **Dominique Fong**; Tweet me **@BvrtnReporter**

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## **Tualatin Hills park district hosts April 30 garden fair, sale**

Tualatin Hills Park & Recreation District will hold its annual Green Gardening Fair and Spring Native Plant Sale on Saturday, April 30.

The free event will be at the Tualatin Hills Nature Park Interpretive Center, 15655 SW Millikan Way, Beaverton, from 10 a.m. to 2 p.m.

A variety of trees, shrubs and perennials will be available in all price ranges. Check out [www.thprd.org/facilities/naturepark/nativeplantsales.cfm](http://www.thprd.org/facilities/naturepark/nativeplantsales.cfm) for a detailed list.

At the Green Gardening Fair, visitors can learn about sustainable gardening techniques through a variety of activities and information booths. They'll get tips on how to conserve water in their yard, choose native plants, and install a rain garden.

For more information, call the Nature Park Interpretive Center at 503-629-6350 or send an e-mail to Karen Munday at [kmunday@thprd.org](mailto:kmunday@thprd.org).

The event is sponsored by Friends of the Tualatin Hills Nature Park. Proceeds will support environmental education programs and future park improvements.

TUALATIN HILLS PARK AND RECREATION DISTRICT

# Community garden plots spring up in Bethany and Denney neighborhoods

Just in time for growing season, the Tualatin Hills Park and Recreation District is opening two new community garden sites in response to a high demand for space. The district plans even more gardens in the future.

The newest sites are at Bethany Lake Park, Northwest 185th Avenue and West Union Road; and Southminster Presbyterian Church, 12250 S.W. Denney Road. The Bethany Lake garden is now open, while Southminster will be available to the public May 16.

They join the district's five original community gardens:

- Harman Swim Center Park, 7300 S.W. Scholls Ferry Road.
- Cedar Hills Park, north of Walker Road off Cedar Hills Boulevard.
- John Marty Park, between Charlais and Somerset Drive in the Bethany area.
- Ridgewood Park, at the corner of Highway 217 and Wilshire Boulevard.
- Eichler Park, 13710 S.W. Farmington Road.

All garden plots at the five original sites are rented, but Bethany Lake and Southminster have spots available

at \$30 per year for the first plot and \$45 per year for each additional. To reserve one, call Lisa Novak at 503-645-6433.

For the first time, the park district is also offering 12 ADA-accessible raised garden boxes at Bethany Lake. Each raised garden is 4 feet wide by 8 feet long.

"We rent garden plots for a full calendar year and provide irrigation for all sites from April through mid-October," Novak said. "We ask gardeners to provide their own hoses, sprinklers and tools."

The park district does not allow pesticides or the use of plastic or newspaper as mulch, and motorized vehicles and equipment are prohibited except for small rototillers.

For more information, go to [thprd.org/parks/communitygardens.cfm](http://thprd.org/parks/communitygardens.cfm).

The park district's voter-approved 2008 bond measure will provide additional community gardens at A.M. Kennedy and Schiffler parks. Gardens are proposed at several other sites, including Vista Brook, Barsotti, Roy Dancer and Paul and Verna Winkelman parks.

The public will have an opportunity to comment on each proposal.

# TUALATIN HILLS PARK & RECREATION DISTRICT

**Registration for summer  
fun starts April 16!**



**Summer camps,  
swim lessons, sports  
& fitness, adult classes,  
senior programs  
and much more**

**Details at [www.thprd.org](http://www.thprd.org)  
or 503/645-6433**



Connecting  
People, Parks  
& Nature

Asistencia para llamadas por teléfono de residentes que habla Español será disponible el sábado, 16 de abril. Por favor, llame al 503/439-9400 y marque 2 para Español.

Oregonian

April 2, 2011

April 9, 2011

April 16, 2011

April 23, 2011

Valley Times

April 7, 2011

April 14, 2011

Washington County Clipper

April 2011