



## RESOLUTION 2007-027

### **A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT (IGA) WITH METRO TO DEVELOP A CONCEPT PLAN FOR THE BROOKMAN ROAD AREA (ALSO KNOWN AS UGB EXPANSION AREA 54-55).**

**WHEREAS**, Area 54-55 (Brookman Road) was brought into the UGB by Metro in 2002 and Metro Title 11 requires these areas be concept planned prior to being brought into a City and developed to urban standards; and

**WHEREAS**, The City has not developed a concept plan for this area due in part to lack of funds; and

**WHEREAS**, Metro has established a Construction Excise Tax ("CET") which imposes an excise tax throughout the Metro regional jurisdiction to fund local comprehensive planning needs associated with property that was included into the urban growth boundary ("UGB") between 2002 and 2005; and

**WHEREAS**, the City has submitted CET Grant Requests and was allocated \$168,524 with the combined allocation for Area 59 and Brookman Road; and

**WHEREAS**, an IGA has been developed (Exhibit 1) along with a disbursement schedule (Exhibit 1-A) and the signed IGA is necessary to release the first disbursement of funds and begin the concept planning process; and

**WHEREAS**, it is in the best interest of the City of Sherwood and its residents to develop a concept plan the Brookman Road.

### **NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager is authorized to sign the IGA.

**Duly passed by the City Council this 3<sup>rd</sup> day of April, 2007.**

  
\_\_\_\_\_  
Keith S. Mays, Mayor

ATTEST:

  
\_\_\_\_\_  
Sylvia Murphy, City Recorded

**CONSTRUCTION EXCISE TAX GRANT  
INTERGOVERNMENTAL AGREEMENT**

**Metro – City of Sherwood  
Brookman Road Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, OR, 97232-2736 (“Metro”), and the City of Sherwood (“the City”), located at 22560 SW Pine Street, Sherwood OR 97140, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”) which imposes an excise tax throughout the Metro regional jurisdiction to fund local comprehensive planning needs associated with property that was included into the urban growth boundary (“UGB”) between 2002 and 2005;

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax (“CET Collection IGAs”) entered into separately between Metro and the local collecting jurisdictions;

WHEREAS, in creating the purpose and amount of the CET, Metro worked with local jurisdictions, and received their estimates as to the total dollar amounts needed to fund their local comprehensive planning needs associated with new inclusions into the UGB between 2002 and 2005;

WHEREAS, the CET will expire when the total amount of CET collected by all jurisdictions and remitted to Metro is \$6.3 million dollars, which is estimated to take approximately three years; and

WHEREAS, Metro will distribute 100% of the CET expected to be remitted to Metro as grants to local jurisdictions, based on CET Grant Requests submitted by local jurisdictions that set forth their expected completion of certain milestones associated with Title 11 of Metro Code Chapter 3.07, the Urban Growth Management Functional Plan; and

WHEREAS, as part of the CET process Metro has met with all of the applicable local jurisdictions regarding their local comprehensive planning funding needs associated with new inclusions into the urban growth boundary between 2002 and 2005, and the total estimates recently provided by the local jurisdictions significantly exceed the total estimates upon which the CET was based; and

WHEREAS, Metro Code Chapter 7.04 establishing the CET provides that the CET revenues will be distributed to fund local jurisdictions’ eligible expenses required for compliance with Title 11 of Metro Code Chapter 3.07, the Urban Growth Management Functional Plan, and the CET Administrative Rules set forth certain eligible expenses for CET Grant consideration; and

WHEREAS, the City has submitted a CET Grant Request to Metro for the Brookman Road Project, and the City has also requested that \$15,524 be reallocated to the Brookman Road Project from the funding previously earmarked for the City’s Area 59 Project; and

WHEREAS, the parties wish to reallocate \$15,524 from the City’s Area 59 Project to this Brookman Road Project, and to set forth the funding amounts, timing, and procedures for receiving reimbursement from the CET fund for the City’s planning expenditures for that Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Reimbursement by Metro. Metro shall reimburse the City for approved eligible expenses associated with Title 11 compliance (Metro Code Chapter 3.07, the Urban Growth Management Functional Plan) for this Project that are associated with the City's completion of those planning milestones, in the amounts and at the times, as set forth in Exhibit A attached hereto and incorporated herein. Payments shall be in accordance with the "payment procedures" set forth below. The "Total Reimbursable Amount" for this Project as set forth in Exhibit A includes \$15,524 that the City had previously requested for its Area 59 Project. The parties recognize and agree that by including the \$15,524 in the allowable reimbursements for this Brookman Road Project, that the \$15,524 has been reallocated from the City's Area 59 Project, and that the City's CET Grant expectation has been fulfilled for the City's Area 59 Project.

2. City Responsibilities. The City agrees that it shall take all actions in a timely and diligent manner that are required or necessary to complete and fulfill the milestones set forth in Exhibit A. The City also covenants and agrees that it shall use the CET funds it receives under this Agreement only for the work approved to reach the milestones set forth in Exhibit A.

3. Eligible Expenses. As set forth in Metro Code Chapter 7.04 Administrative Rules, the following expense categories associated with Title 11 compliance shall be considered Eligible Expenses for CET Grant consideration, up to a ceiling of the reimbursable amounts set forth in Exhibit A attached hereto: (a) materials directly related to project; (b) consultants' work on project; (c) the City staff support directly related to project; and (d) overhead directly attributable to project.

4. Payment Procedures. Within 30 days after the completion of each milestone as set forth in Exhibit A, the City shall submit to Metro a statement describing in detail the eligible and reimbursable work services performed pursuant to this Agreement. The City will furnish Metro with any other statements or reports of expenditures as may be needed to satisfy fiscal requirements. Metro shall reimburse the City for the eligible and approved reimbursable work after each milestone is reached, no later than 60 days after the date Metro receives the City's invoice. Metro shall send CET payments to:

The City of Sherwood  
Attention: Julia Hajduk, Planning Manager  
22560 SW Pine Street  
Sherwood, OR 97140

Phone: 503-625-4204

5. Project Records. The City shall maintain all records and documentation relating to the work and tasks involved in the project as set forth in Exhibit A. The City shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The City shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all City records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the City

and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

7. Funding From CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds. The parties recognize and agree that if the CET is ever held to be unenforceable or is terminated through no act or omission of Metro, that Metro shall not be liable in any way for funding the amounts described in Exhibit A.

8. Term. This Agreement shall be effective on the date it is executed by both parties and shall terminate when the Total Reimbursable Amount set forth in Exhibit A, representing Metro's multi-year commitment of CET funds provided herein, is fulfilled and expended or as otherwise provided in accordance with and for the purposes set forth herein.

9. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

10. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the City.

Metro

The City of Sherwood

By: Michael Jordan

By: \_\_\_\_\_

Title: Metro Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

Exhibit A – CET Grant IGA Milestones, Due Dates, and Reimbursement Rates

**Exhibit A**  
**CET Grant IGA**  
**Between Metro and the City of Sherwood /Brookman Road Project**  
**Milestones, Due Dates, and Reimbursement Rates**

City's Original Estimated Grant Request for Brookman Road Project:*	\$150,000
City's Final Submitted Grant Request for Brookman Road Project:	\$170,000
<b>Total Reimbursable Amount from CET funds for Title 11 Compliance:</b>	<b>\$168,524**</b>

<u>Milestone #:</u>	<u>Deliverable</u>	<u>Date Due***</u>	<u>Grant Payment</u>
1.	Execution of CET Grant IGA	x date	\$42,131.00
2.	Existing conditions report and market analysis; Urban Growth diagram showing at least those elements set forth in Title 11	x date + 180 days	\$42,131.00
3.	The City's recommended Comprehensive Plan or Comp. Plan amendment, addressing Title 11, the applicable conditions of addition in Metro ordinance for the new urban area, and applicable state laws and regulations	x date + 360 days	\$42,131.00
4.	The City's adoption of Comprehensive Plan or Comp. Plan amendment, addressing Title 11, the applicable conditions of addition in Metro ordinance for the new urban area, and applicable state laws and regulations	x date + 540 days	\$42,131.00
<b>TOTAL REIMBURSABLE AMOUNT</b>			<b>\$168,524.00**</b>

\*The original estimated grants requested by all jurisdictions formed the basis for the total amount of the Construction Excise Tax to be collected by the collecting jurisdictions available to be disbursed as Grants.

\*\* The \$168,524 includes \$15,524 that the City had previously requested for its Area 59 Project, which has been reallocated at the City's request to the Brookman Road Project instead of the Area 59 Project. In addition, this Total Reimbursable Amount is a maximum amount that will be reimbursed for Eligible Expenses required for Title 11 compliance as set forth in Metro Code Chapter 7.04 and Administrative Rules, subject to the terms and conditions of the attached CET Grant IGA.

\*\*\* Due dates are intended by the parties to be hard estimates of expected milestone completion dates. The City can submit deliverables before the due dates, and Metro will make the applicable Grant Payments early if such funds are available to Metro at the early date. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.