



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2014-038

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH METRO AND WASHINGTON COUNTY REGARDING A JOINT INDUSTRIAL SITE READINESS AND PLANNING GRANT BENEFITING SHERWOOD'S TONQUIN EMPLOYMENT AREA

WHEREAS, Metro has established a Construction Excise Tax (CET) which imposes an excise tax throughout the Metro region to help fund regional and local planning necessary to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, Washington County and the City of Sherwood each applied for separate Community Planning and Development Grants from Metro to conduct industrial site assessments and planning; and

WHEREAS, Metro awarded Washington County and Sherwood the requested grants on the condition that they be combined and reduced the amount funded from \$371,455 as requested to the funded amount of \$255,000; and

WHEREAS, Washington County and Sherwood have collaboratively created a combined scope of work and budget that can be accomplished with the funds available and generally achieves the scope originally conceived of for the two separate project proposals; and,

WHEREAS, Sherwood and Washington County entered into a Memorandum of Understanding that assigned the primary responsibility and authority to administer the grant to the County while outlining the role, responsibility and financial contribution provided to the City, and

WHEREAS, an IGA must be signed by the City, Washington County and Metro to allow the project to proceed and funds to be disbursed; and

WHEREAS, an IGA has been developed that outlines each party's responsibility and commitments.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The Sherwood City Council hereby authorizes the City Manager to sign the IGA, attached as Exhibit 1.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 17th day of June 2014.


Bill Middleton, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

**CONSTRUCTION EXCISE TAX GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – Washington County and City of Sherwood
Industrial Site Planning**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, OR, 97232-2736 (“Metro”), Washington County (“County”), located at 155 North First Avenue, Hillsboro, OR 97124, and the City of Sherwood (“City”), a municipal corporation located at 22560 SW Pine Street, Sherwood, OR 97140 (collectively referred to as “Parties”).

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

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

WHEREAS, the City and County each submitted separate CET Grant Requests for industrial site assessments and planning, and Metro instructed the City and County to combine their grant applications into a single request so that Metro could consider the proposals together as a single combined project (“Project”); and

WHEREAS, Metro has agreed to provide the City and County CET Grant funding for the combined Project in the amount of \$255,000 subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project; and

WHEREAS, the City and County entered into a Memorandum of Understanding (“MOU”) dated May 7, 2014 that assigns the County primary responsibility and authority to administer the grant funding received from Metro and sets forth the scope of work for both the City and County under the grant prior to obtaining funding;

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the County for the Project as described in the City and County CET Grant Requests, attached hereto as Exhibit B and incorporated herein (“Grant Requests”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein (“Deliverables Schedule”), subject to the terms and conditions in this Agreement. As described in the MOU between the City and County, the County shall be responsible for providing payment of funds to the City as identified in Exhibit A.
2. City and County Responsibilities. The City and County shall perform the Project described in the Grant Requests and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” identified by the Screening Committee as set forth in Exhibit A to Metro Council Resolution No. 13-4450. The City and County shall use the CET funds received under this Agreement only for the purposes specified in the Grant Requests and to achieve the deliverables and/or milestones set forth in Exhibit A.

3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the County shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the County's invoice and supporting documents, and subject to the terms and conditions in this Agreement, Metro shall provide funds to the County for eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

Washington County DLUT
Attention: Juli Mills
155 North First Avenue, Suite 350 M514
Hillsboro, OR 97124

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the City and County as of the effective date of the court order. In such case the City and County shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

5. Project Records. The City and County shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this Agreement. The City and County shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The County shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the City and County that are directly related to this Agreement, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

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

8. Term. This Agreement shall be effective on the last date executed by all parties below, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

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 and County.

11. Authority. The Parties each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by Parties to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the City, County or Metro, respectively.

Metro

Washington County

By: _____
Martha Bennett

By: _____
Andy Duyck

Title: Metro Chief Operating Officer

Title: Chair, Board of Commissioners

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Alison R. Kean, Metro Attorney

By: _____
Jacquilyn Saito-Moore, County Counsel

City of Sherwood

By: _____
Joe Gall

Title: City Manager

Date: _____

Approved as to Form:

By: _____
Chris Crean, City Attorney

Attachments:

Exhibit A – Deliverables Schedule
Exhibit B - County's Grant Request

Exhibit A

IGA for Community Planning and Development Grants funded with CET Washington County and City of Sherwood – Industrial Site Planning Milestone and Deliverables Schedule for Release of Funds

Milestone	Deliverable	Date Due*	Grant payment to the County	County payment to the City
1.	Execution of CET Grant IGA	June 20, 2014	\$25,000	\$2,545
2.	Consultants prepare draft site assessments report a) Consultant analyzes site constraints and mitigation costs b) Consultant drafts site constraints and mitigation costs report c) Consultant prepares industry focus and draft development concepts for each site d) Project partners review draft site concepts, constraints, and mitigation reports	Oct 31, 2014	\$70,000	
3.	Final site assessments prepared. a) Project partners review final site assessment products and release for distribution b) Final assessments added to project website c) Power point template provided to partner agencies for their outreach to city councils/county commissioners	Jan 31, 2015	\$50,000	
4.	Final site assessment results presented by resolution to the Washington County Board of Commissioners for acceptance. This phase includes presenting the results to the board of commissioners and to the respective city councils.	Feb 28, 2015	\$15,000	
5.	Develop a marketing prospectus and implementation strategy for infrastructure improvements, and	Feb 28, 2015	\$60,000	\$11,450

	<p>marketing materials for the Sherwood Study Area, which include:</p> <ul style="list-style-type: none"> a) A specific strategy to promote the site b) An implementation plan with recommendations on the prioritization of investments and identification of strategic opportunities for near—and intermediate-term successes c) A marketing plan that will include: d) Recommendations for targeted outreach to site selectors and consultants in industry sectors e) Steps for awareness building of site in local, regional, and national markets through direct outreach and focused editorial and advertorial placements f) Enlisting companies to support marketing efforts through a willingness to act as information sources for industry targets g) Education of local and regional officials of the attributes of the land assets for the targeted development types 			
6.	<p>Compile the final products for the Sherwood Study Area into one document which provides recommendations for project priority and funding, as related to:</p> <ul style="list-style-type: none"> a) concept plan b) market analysis c) recruitment strategy 	Apr 30, 2015	\$20,000	\$7,634
7.	<p>Final plans for the Sherwood Study Area presented by resolution to the City Council for acceptance. This phase includes the meetings necessary</p>	May 31, 2015	\$15,000	\$3,817

	for Council acceptance of the plans.			
Total			\$255,000	\$25,446

***Total Reimbursable Amount: Grant award (\$255,000)**

***If the Grant contained any Funding Conditions, Grantee shall demonstrate satisfaction with those conditions at the applicable milestone or deliverable due dates.**

***Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the County 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.**

Note : Washington County In-kind Match = \$31,740

Exhibit B

Washington County Regional Employment Lands Inventory

Draft Scope of Work
May 23, 2014

TASK 0: Project Initiation (March 31- June 30 2014)		
Items	Staff Support	Consultant Team
Washington County and Sherwood Revise Scope and Budget combing deliverables	Washington County Sherwood	
Metro approves Revised Grant - Milestone		
Project IGA between Washington County, Community Partners and Metro	Washington County Sherwood Community Partners	Mackenzie Apex Johnson Econ
Washington County and Mackenzie develop contract for consulting services	Washington County	Mackenzie Apex Johnson Econ
Final work scope and timeline approved by project partners and Mackenzie contract approved	Washington County Community Partners	Mackenzie Apex Johnson Econ
Local Jurisdictional Council/Board approval	Washington County Community Partners	
TASK 1: Property Owner Engagement, Public Outreach, Plans and Regulations Review July– August 2014		
Items	Staff Support	Consultant Team
Project kickoff meeting (Second week in July)	Washington County Community Partners	Mackenzie Apex Johnson Econ
Cities contact and begin project coordination with property owners	Community Partners	Mackenzie Apex Johnson Econ
Washington County will develop project website; Consultants will provide data to populate the project website	Washington County	Mackenzie
Consultants review 2012 Regional Industrial Lands Study and develop lists of information needed from cities and county		Mackenzie Apex Johnson Econ

<p>Consultants work with cities and county to obtain and compile base site information, including:</p> <ul style="list-style-type: none"> • Existing approvals for the study sites • Existing subarea plans, EOAs, maps, or studies prepared for target sites • Local or state incentive districts or programs applicable to the study sites • Existing documentation of environmental constraints or brownfields for study sites • Regional transportation plans • Regional water plans • Regional Sewer Plans • Any site base data available (ie topography) • GIS Shape files if they are community or site specific and not available through metro 	Washington County Community Partners	Mackenzie
Consultants will Interface with State Agencies (Business Oregon, DSL, etc and NAIOP) during the process		Mackenzie
Consultants review local and regional Environmental plans, reports and constraints applicable to each site		Mackenzie Apex
Capital facilities plans, Comprehensive Plans, Functional Plans, Concept Plans, and Zoning regulations applicable to each site	Washington County Community Partners	Mackenzie
Consultant develops findings report on local and regional plan conformance		Mackenzie Johnson Economics Apex
Meeting to review findings report (second week in August)	Washington County Community Partners	Mackenzie Johnson Economics Apex
TASK 2: Detailed Sites Analysis and Reports August – December 2014		
Items	Staff Support	Consultant Team
Consultants analyze site constraints and mitigation costs		Mackenzie Johnson Economics

		Apex
Consultants draft site constraints and mitigation costs report		Mackenzie Johnson Economics Apex
Consultants prepare industry focus & draft development concepts for each site		Mackenzie Johnson Economics
Project partners review draft site concepts, constraints and mitigation reports	Washington County Community Partners	Mackenzie Johnson Economics Apex
Consultants prepare draft site assessments report (including site constraints analyses and mitigation costs estimates) - Milestone		Mackenzie Johnson Economics Apex
Project partners review draft site assessments report and discuss products with State Agencies & interested parties	Washington County Community Partners	
Meeting to discuss products/ state agency input and get any additional comments on the site assessment reports and layouts (Mid November)	Washington County Community Partners	Mackenzie Johnson Economics Apex
TASK 3: Preparation and Distribution of Final Regional Lands Products – Local Government Endorsements August 2014 – February 2015		
Items	Staff Support	Consultant Team
Consultants prepare final site concepts, site assessments and interactive model for each site and distribute to project partners		Mackenzie Johnson Economics
Consultants work with community partners to prepare a base PowerPoint presentation that communities can use in their public information campaign	Community Partners	Mackenzie
Consultant prepare decision ready application binders and submit to Business Oregon		
Meeting to review site concepts, model, and final drafts of products (mid-February)		
Project partners review final products and release for distribution; final results added to project website - Milestone	Washington County Community Partners	
Presentations to city councils and county commissioners - Milestone	Washington County Community Partners	Consultants support, but Jurisdictions lead
TASK 4: (Begin tier 3 analysis on sites) Market Analysis and Business Recruitment Strategy February 2015 – June 2015 May be initiated earlier in the overall scope, and may parallel phase 2/3		

Items	Staff Support	Consultant Team
Evaluate existing EOA(s), concept plans, and current market trends and policy decisions at the local, regional and state level to update the market information and feasibility for varying types of industry to locate on the site.		<p style="text-align: center;">Mackenzie Johnson Economics Iron Wolf</p>
Jurisdiction, supported by the consultant team, Provide Updates to the Urban Renewal Policy Advisory Committee, the Planning Commission and City Council as well as outreach to property owners in the area and the business community (Chamber of Commerce)	City of Sherwood	<p style="text-align: center;">Consultant team in a support role with community partners leading this effort.</p>
<p>Providing detailed information with specific actions needed to remove barriers that might be affecting the ability to target the businesses most sought after in the TEA</p> <ul style="list-style-type: none"> • Provide a preliminary assessment of financing tools available to fund infrastructure projects specific to TEA development and identify key projects to facilitate both initial development and long-term build-out of TEA. 		<p style="text-align: center;">Mackenzie Johnson Economics</p>

<p>Develop a marketing prospectus and implementation strategy for infrastructure improvements, and marketing materials for the study area. The deliverable for this concurrent task will include:</p> <ul style="list-style-type: none"> ▪ A specific strategy to promote the study area ▪ An implementation plan with recommendations on the prioritization of investments and identification of strategic opportunities for near—and intermediate-term successes ▪ A marketing plan that will include: <ul style="list-style-type: none"> ▪ Recommendations for targeted outreach to site selectors and consultants in industry sectors ▪ Steps for awareness building of TEA in local, regional, and national markets through direct outreach and focused editorial and advertorial placements ▪ Enlisting companies to support marketing efforts through a willingness to act as information sources for industry targets ▪ Education of local and regional officials of the attributes of the land assets for the targeted development types <p>- Milestone</p>		<p>Mackenzie Iron Wolf</p>
<p>Implementation plan- This phase will compile the final products into one document which provides recommendations for project priority and funding, as related to concept plan, market analysis, and recruitment strategy - Milestone</p>		<p>Iron Wolf Johnson Econ Mackenzie</p>
<p>Staff and the consultant to provide updates to the Urban Renewal Policy Advisory Committee, the Planning Commission and City Council as well as outreach to property owners in the area and the business community (Chamber of Commerce) and neighboring jurisdictions such as Tualatin</p>	<p>City of Sherwood</p>	<p>Mackenzie</p>
<p>Final plans accepted by City Council. This phase includes the meetings necessary for Council acceptance of the plans - Milestone</p>	<p>City of Sherwood</p>	

Budget 4/23/2014

	Financial Match	InKind Match	CET Grant	TOTAL
Staff: County		\$31,740	\$22,500	\$54,240
Consultants			\$207,054	\$207,054
Staff: City Partners, Port & State	\$40,250	\$106,996	\$25,446	\$172,692
Forest Grove	\$3,000	\$20,465	\$25,446	
Hillsboro	\$5,000	\$12,050		
Sherwood	\$2,000	\$27,111		
Tualatin	\$5,000	\$11,750		
Wilsonville	\$5,000	\$21,420		
Port of Portland		\$4,800		
Business Oregon (\$1,350 per site grant)	\$20,250	\$6,000		
Department of State Lands		\$3,400		
Total for Planning Services	\$40,250	\$138,736	\$255,000	\$433,986
Other Costs				
	Financial Match	InKind Match	CET Grant	TOTAL
Overhead/Indirect costs		\$19,700		\$19,700
Total for Other Costs		\$19,700		\$19,700
TOTAL PROJECT COSTS	\$40,250	\$158,436	\$255,000	\$453,686

Industrial Site List 4/3/2014

Site Name	City	UGB	Gross Acreage	Net Developable Acreage	Tier
Woodburn Industrial Capital	Forest Grove	Yes	25.10	25.10	2
Woodfold West Oak	Forest Grove	Yes	53.93	53.91	3
Woodfold East Oak	Forest Grove	Yes	25.46	25.46	3
Vanrose	Hillsboro	No	270.50	224.83	3
Biles Family	Sherwood	Yes	39.60	30.89	2
Itel	Tualatin	Yes	46.25	44.67	2
Tigard Sand and Gravel	Tualatin	Yes	296.88	128.10	3
Coffee Creek 4	Wilsonville	Yes	48.56	48.56	3
Coffee Creek 2	Wilsonville	Yes	46.37	46.27	3
Coffee Creek 3	Wilsonville	Yes	29.65	27.05	3
Vans Investment	Wilsonville	Yes	52.79	25.50	3