



Metro | *People places. Open spaces.*

September 4, 2012

Marty Wine
City Manager
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

Dear Ms. Wine:

Thank you for your request regarding concept planning for West Bull Mountain dated June 28, 2012 and for working with Washington County to agree on how to complete the Concept Plan for the area. Based on the intergovernmental agreement you signed with Washington County transferring the concept planning function to your city, Metro concurs with your assessment that the City of Tigard will complete the final milestone for the West Bull Mountain Concept Plan project.

Enclosed is Metro's Chief Operating Officer Order No. 12-075, allowing the extension of Title 11 Concept Planning, as well as a copy of your letter. Please do not hesitate to let me know if you have questions regarding this Order, or the requirements of Title 11.

We look forward to working with you and your staff on the concept planning for the West Bull Mountain area.

Sincerely

Martha Bennett
Chief Operating Officer

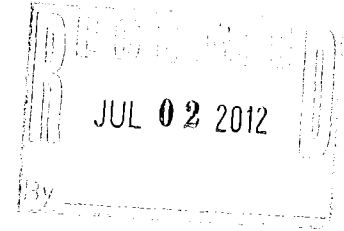
Enclosures

c: Councilor Carl Hosticka, District No. 3
Susan Hartnett, Acting Community Development Director, Tigard
Darren Wyss, Senior Planner, Tigard
Ray Valone, Principal Regional Planner, Metro
Gerry Uba, Principal Regional Planner, Metro



City of Tigard

June 28, 2012



Martha Bennett, Chief Operating Officer
Metro
600 NE Grand Avenue
Portland, OR 97232

Dear Martha,

Enclosed you will find an Extension of Compliance Deadlines request for the West Bull Mountain Concept Plan project. This request is in response to Metro's 2011 Compliance Report (March 2012) where the project has a compliance deadline of November 30, 2012.

As noted in my May 22, 2012 letter to you, the city of Tigard and Washington County recently entered into an intergovernmental agreement that the city will complete the final milestone for the West Bull Mountain Concept Plan project. Given the timing of the project handoff and our need to align staff and resources to complete the project, the city is graciously requesting an extension for the compliance deadline as allowed by Title 8 of the Metro Urban Growth Management Functional Plan.

Granting this request will allow the city to effectively plan and successfully complete the project. It will also help to ensure these urban growth boundary extension areas are well designed and strive to meet the goals of the region. Thanks for consideration and please feel free to contact me with any questions or concerns regarding this extension request.

Sincerely,

Marty Wine, City Manager
City of Tigard

cc: Gerry Uba, Metro Planning and Development
Susan Hartnett, Tigard Asst. CD Director
Ray Valone, Metro Planning and Development
Darren Wyss, Tigard Community Development Dept.



METRO

Extension of Compliance Deadlines

Jurisdiction: City of Tigard

Date: June 28, 2012

Contact: Darren Wyss

Telephone: 503-718-2442

Fax: 503-718-2748

Email: Darren@tigard-or.gov

Requests for extensions of compliance deadlines set in the Urban Growth Management Functional Plan (Metro Code), as authorized in Title 8 of the plan, must be filed with Metro's Chief Operating Officer (COO) on this application form.

Metro Code 3.07.830 sets forth the criteria and procedure for Metro consideration of extensions of compliance deadlines. The criteria, from Metro Code 3.07.830(B), are as follows:

The Chief Operating Officer may grant an extension if: (1) the city or county is making progress toward compliance or (2) there is good cause for failure to meet the deadline for compliance.

Please complete this application form and submit it to the Chief Operating Officer with a copy to Gerry Uba, Planning and Development Department:

Chief Operating Officer
Metro
600 NE Grand Avenue
Portland, OR 97232

Part I (to be completed by the local government)

- a. Describe progress made toward compliance with the Functional Plan requirement(s) for which the local government needs more time.
- b. Or, explain why the local government has not been able to meet the deadline set for compliance with the Functional Plan requirement(s).

West Bull Mountain Concept Plan – Washington County made progress in completing a concept plan and has recently handed off its completion to the city of Tigard (March 20, 2012). The city is currently in the final scoping phase of aligning staff and resources with the remaining planning work that is needed to thoroughly complete the concept plan and comply with Title 11 of the Urban Growth Management Functional Plan. Tigard will need additional time to finalize and adopt the concept plan and requests an extension of the compliance deadline to 12/31/2014.

Part II (to be completed by Metro)

- a. Metro staff recommendation

May 22, 2012



City of Tigard

Martha Bennett, Executive Director
Metro
600 NE Grand Avenue
Portland, OR 97232

Dear Martha:

In late March, the City of Tigard and Washington County entered into an intergovernmental agreement that included the assignment of rights and delegation of duties under the Construction Excise Tax Grant intergovernmental agreement for Metro-Washington County, West Bull Mountain Project, dated 2007.

In the most recent agreement (attached), the city and the county agreed that Tigard would accept the task of studying and adapting the Concept Plan to become a Community Plan for the areas of River Terrace, Area 63, Roy Rogers West, and the balance of the rural element. This would satisfy Washington County's obligation to supply a deliverable plan under Exhibit A of the original Metro-Washington County agreement.

The agreement further asks that Metro remit the remaining CET grant funds to the City of Tigard directly - an amount estimated at \$134,100. I am writing today to ensure that Metro is aware of this agreement and respectfully request that funds be provided to the city for this purpose.

The City of Tigard has assigned Ron Bunch, Community Development Director as the point person for this project. If you could identify the appropriate contact at Metro for the transfer of funds and contact within Metro, it is our hope to begin the process of Community Planning very soon.

Sincerely,

Marty Wine, City Manager
City of Tigard

cc: Andrew Singleakis, DLUT Director, Washington County
Ron Bunch, City of Tigard Community Development Director

INTERGOVERNMENTAL AGREEMENT**Coordination in Urbanizing Areas****and****Transfer of County Road Ownership**

BETWEEN: City of Tigard, an Oregon Municipal Corporation ("City")

AND: Washington County, a Political Subdivision of the State of Oregon ("County")

DATED: APRIL 24, 2012

RECITALS

A. In 2002, Metro brought the West Bull Mountain Area, consisting of approximately 500 acres of land, within the Urban Growth Boundary ("UGB").

B. In 2003, City, County, Clean Water Services, and other providers of urban services, entered into an agreement called the Tigard Urban Service Agreement ("TUSA") that designated City as appropriate provider of services in the Tigard urban service area, except for those services that are to be provided by other agencies as further set forth in the TUSA.

C. On November 23, 2010, County adopted the West Bull Mountain Concept Plan Resolution and Order that established general land use strategies for how the West Bull Mountain Area should become a future urban community. Two areas of the West Bull Mountain Concept Plan are known as Area 63 and Area 64/River Terrace. Metro brought these areas inside the UGB in 2002. A third component of the West Bull Mountain Concept Plan is known as the "Rural Element," which was not brought inside the UGB in 2002. These premises are illustrated on the map attached to this IGA as **Exhibit A**.

D. On September 30, 2011, the City annexed Area 64/River Terrace. The area annexed to the City of Tigard is illustrated on the map attached to this IGA as **Exhibit B**.

E. On October 20, 2011, Metro brought approximately 49 acres within the UGB, which will be referred to for the purposes of this Agreement as the Roy Rogers West Area. The Roy Rogers West Area is a portion of the Rural Element.

F. The City has also been formally approached by property owners in Area 63 and Roy Rogers West who are interested in annexing to Tigard.

G. Area 63, Area 64/River Terrace, and Roy Rogers West are currently within the UGB. These premises are illustrated on the map attached to this IGA as **Exhibit C**, and shall be referred to collectively as the Community Planning Area.

H. The City will refine the County's West Bull Mountain Concept Plan and provide a detailed land use, public infrastructure, governance, and financial planning framework for urban development of the concept planned area. The refinement shall be referred to as the Community Plan.

I. City is the expected urban service provider to territory of the West Bull Mountain Area already within the UGB, Roy Rogers West, and the balance of the Rural Element that remains outside of the UGB. It is important to City and County that:

- 1) planning be completed to implement Metro's decision that River Terrace, Area 63, and Roy Rogers West, become functioning urban areas within the UGB; and
- 2) City and Council cooperate to support future annexation to the City of Area 63 and Roy Rogers West;
- 3) City and County further cooperate with Metro to bring the balance of the Rural Element inside the UGB; and
- 4) Roy Rogers West, Area 63, and River Terrace are included in the Community Plan for land use in the area.

J. City and County find it mutually beneficial to continue finding agreement on rights and obligations in the Tigard Urban Service Area.

K. City and County believe this IGA furthers effective governance, economy of scale, and furthers the policies of Metro Functional Plan Title 11, in that:

- 1) A single jurisdiction—the City of Tigard—will bear responsibility for creating a Community Plan for Area 63, River Terrace, and Roy Rogers West; and
- 2) One effort to produce a Community Plan governing the Community Planning Area may create more clear policy direction for the public; may prevent unnecessarily repetitive land use planning; and may promote quantity discounts for concurrently planning for streets and utility facilities in all three areas involved.

L. City and County find that there needs to be a funding mechanism for construction of roadways and transportation in the Community Planning Area, and both parties find it to be mutually beneficial to work together to develop a financing strategy for the development of a multi-modal transportation system in the Community Planning Area.

M. City and County agree that City ownership of roads within the City furthers effective maintenance, repair, and management of the City and County transportation systems, and provides increased efficiencies for provision of urban services within the City and County.

N. City and County agree that City ownership of roads within the City provides long term clarity and certainty as to the respective obligations of the two governments for street maintenance and repair.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

Article 1: Land use planning and development

1. Delegation of planning and development authority.

- 1.1 The County agrees to assign and City agrees to accept responsibility to prepare a Community Plan to encompass the Community Planning Area. Such assignment shall occur by execution of separate assignment agreement attached hereto as **Exhibit D**. Upon such assignment, Tigard will be obligated to prepare the Community Plan for River Terrace as a component of the Tigard Comprehensive Plan.
 - 1.2 City intends to concurrently plan for the Community Planning Area irrespective of whether Area 63 and Roy Rogers West are annexed by the City and despite the balance of the Rural Element not being included within the UGB in 2011.
 - 1.3 Administration of County land use plan and zoning code. County will administer the County land use plan and regulations, with the exception of applications for zone or comprehensive plan changes, in River Terrace and any other territory within the Community Planning Area that may be annexed to City, until the effective date of the ordinance passed by City Council adopting the Community Plan and supporting zoning code for the Community Planning Area.
 - 1.4 Development authority. County agrees that, prior to the effective date of all ordinances passed by City Council to adopt the Community Plan and supporting zoning code for the Community Planning Area, it will refer to City any development applications, and will not approve any urban-level development in this territory. The City shall have sole authority to decide applications for zone or comprehensive plan changes as described in section 1.3 above.
- 2. Binding effect of Community Plan.** The parties intend for the Community Plan to be submitted to Metro for that agency's review under Title 11. The County agrees to accept the Plan and not pursue inconsistent regulations once it is submitted to Metro for this purpose.
- 3. Financial support for creating the Community Plan.** County agrees it will fund a share of the land use planning cost required to produce the Community Plan, in cash equivalent or staff resources and in-kind services such as special analysis and transportation modeling as required by the City in support of the project and mutually agreed upon by City and County. All County resources made available to the City under this Section will continue until the date City Council approves the Community Plan.
- 4. Continued support for MSTIP work.** Through the MSTIP process, County will work with City to identify projects that the City can submit to the Washington County Coordinating Committee to implement the Community Plan and mitigate its impacts on the roadway system.

Article 2: Annexation

- 5. Area 63 and Roy Rogers West annexation.** County supports and consents to City annexation of Area 63 and Roy Rogers West as shown on **Exhibit C** including lands and rights-of-way under County control or ownership.
- 6. UGB amendments.** County and City support future action by Metro to bring the entirety of the Rural Element within the UGB.
- 7. Timeframe for City consideration of annexations.** City agrees to begin annexation of unincorporated islands within its boundaries.

Article 3: Services

8. **TUSA updates.** County agrees to convene government representatives for the purpose of amending the TUSA to recognize City as the logical provider of urban services to Area 63, River Terrace, and the Rural Element.

9. **Providers of urban services.** The parties continue to acknowledge their agreement that agencies providing services to the Tigard urban services area consist of those agencies listed in Sections A through G of the TUSA. The parties further agree that County will not create any new special service areas or enhanced service districts within the boundaries of Tigard's urban service area.

10. Prior to urban development of the Community Planning Area, and as part of the plan development, the City will work with the County to develop a financing strategy that assures an adequate level of arterial and collector roads over a 30 year time frame. Development and implementation of this strategy may require the establishment of new or supplemental funding components.

Article 4: Roadways

11. The City agrees to assume the entirety of the County's ownership interest in the portions of the following roads that are within Tigard's jurisdictional boundaries as soon as the parties adopt this Agreement, described as follows and attached hereto as **Exhibit E**.

11.1 The southeastern half of Barrows Road from Scholls Ferry to Springbrook (*item D on map*).

11.2 113th Avenue from Durham Road to the current city limits (*item E on map*).

11.3 Bull Mountain Road from Highway 99W to east of 14025 SW Bull Mountain Road (*item C on map*).

11.4 Friendly Lane from Roy Rogers Road east to its terminus (*item A on map*).

11.5 Roshak Road from Roy Rogers Road east to its terminus (*item B on map*).

12. The City's obligation to take ownership of the above listed roads is contingent on receipt of payment in cash from the County in an amount equal to or greater than the estimated total cost to the City to improve all portions of each of the above mentioned roads that are below Pavement Condition Index ("PCI") 67, to PCI 67.

Article 5: Administration of this Agreement

13. **Term.** This agreement shall become effective upon full execution of the parties and remain in effect until it is retired or superseded.

14. **Amendment.** This Agreement may be changed by written agreement of the parties.

15. Dispute resolution. Disputes over the administration or interpretation of this agreement shall be handled under the dispute resolution model provided in Article IX of the Tigard Urban Service Agreement.

CITY OF TIGARD, an Oregon Municipal Corporation

WASHINGTON COUNTY, a Political Subdivision of the State of Oregon

By: *Martha L. Wine*

By: *Andy Duyck*

Name: Martha L. Wine

Name: Andy Duyck

Its: City Manager

Its: Chairman Board of Commissioners

Signature

Signature

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 12-99

DATE 4-24-12

BY *Barbara Hejtmancik*
BOARD

Exhibit A

River Terrace Vicinity

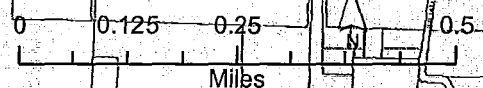
- RiverTerrace
- Urban Growth Boundary
- City of Tigard

River Terrace
(UGB Area 64)

Tigard

Urban Growth Boundary
Expansion Area 63

West Bull Mt. Concept Plan
Rural Element



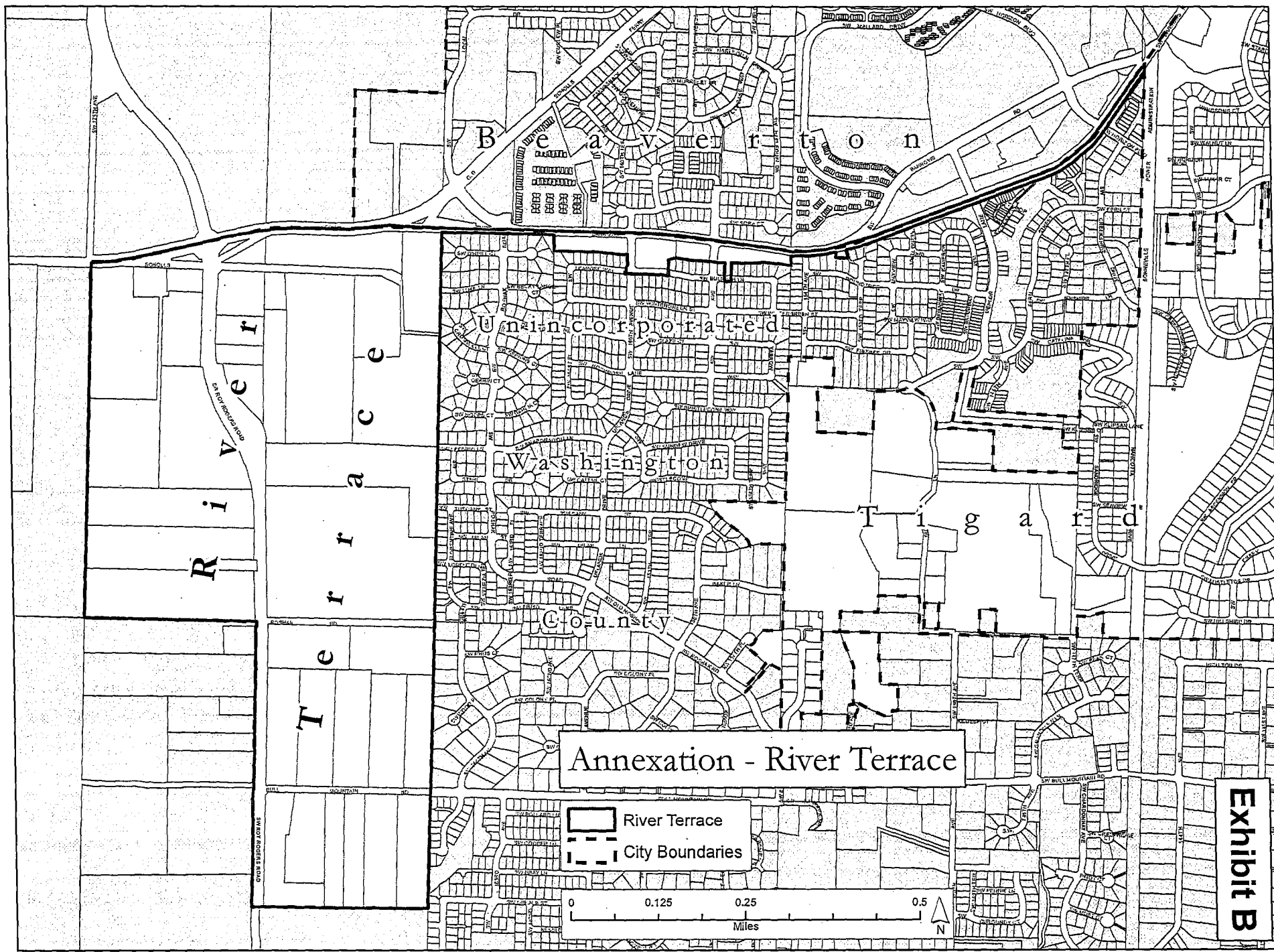


Exhibit B

Exhibit C

Community Planning Area

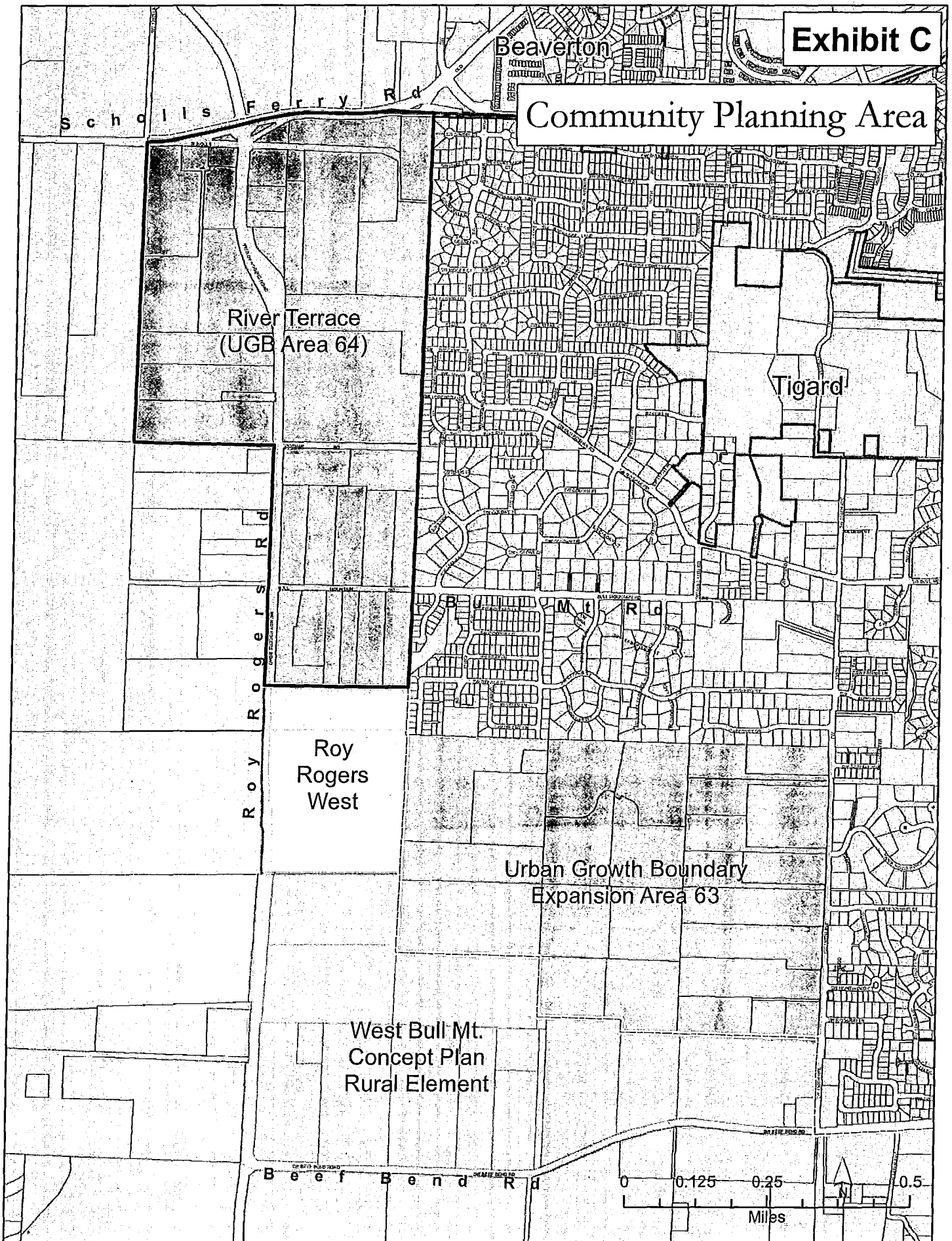


Exhibit D

ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES
UNDER CONSTRUCTION EXCISE TAX GRANT
INTERGOVERNMENTAL AGREEMENT

From: Washington County, Oregon

To: City of Tigard, Oregon

WHEREAS, Metro and Washington County (County) have entered into an IGA entitled, *Construction Excise Tax Grant Intergovernmental Agreement* (Agreement), and County and the City of Tigard wish to enter into this Assignment of Rights and Delegations (Assignment) under the Agreement; and

WHEREAS, under the Agreement, Metro grants excise tax funds to Washington County to reimburse the County for the cost of local comprehensive land use planning efforts required for territory that is brought into the Urban Growth Boundary (UGB); and

WHEREAS, Exhibit A to the Agreement grants excise tax funds to Washington County to reimburse the County for land use planning costs incurred in the West Bull Mountain area, which is a territory of approximately 500 acres that Metro brought into the UGB in 2002 with the support of Metro, City of Tigard (City), and Washington County; and

WHEREAS, In 2003, City, County, Clean Water Services, and other providers of urban services, entered into an agreement called the Tigard Urban Service Agreement ("TUSA") that designated City as appropriate provider of services in the Tigard urban service area, except for those services that are to be provided by other agencies as further set forth in the TUSA; and

WHEREAS, On November 23, 2010, County adopted the West Bull Mountain Concept Plan Resolution and Order (Concept Plan) that established general land use strategies for how the West Bull Mountain Area should become a future urban community. Two areas of the West Bull Mountain Concept Plan are known as Area 63 and Area 64/River Terrace, which were already inside the UGB. A third component of the West Bull Mountain Concept Plan is known as the "Rural Element," which is not at present inside the UGB except for a subarea of about 50 acres referred to herein as Roy Rogers West, which Metro brought into the UGB on October 11, 2011. These premises are illustrated on the map attached to this Assignment as Exhibit A; and

WHEREAS, There is a need to refine the Concept Plan to provide detailed land use, public infrastructure, governance, and financial planning policies to guide urban development of the concept planned area; and

WHEREAS, For purposes of the Agreement and this Assignment, the refinement of the Concept Plan will be known as the Community Plan. City and County (collectively "Parties") intend to ask Metro to approve the Community Plan and coordinate approval with the Department of Land Conservation and Development as consistent with the Statewide Planning Goals in the affected territory; and

WHEREAS, under the Agreement, Washington County currently must create the Community Plan for the West Bull Mountain area; and

Exhibit D

WHEREAS, a formal assignment is necessary for City to satisfy County's planning tasks under the Agreement;

NOW, THEREFORE, the Parties agree to the following:

1. Assignment from County to City: County assigns to City, and City accepts, the task to study and adapt the Concept Plan to become a Community Plan for River Terrace, Area 63, Roy Rogers West, and the balance of the Rural Element that satisfies County's obligation to supply a deliverable Plan under Exhibit A of the Agreement. This assignment is subject to the following conditions subsequent:

- a. County will provide staff resources and services in support of the project as follows:
 - i. Collaborate with City staff to refine the West Bull Mountain Concept Plan into the river Terrace Community Plan. This will involve providing review and comment of refined land use designations, natural resource areas and implementing code standards. It is anticipated the County's involvement in the land use/natural resource refinement phase shall not involve more than 150 staff hours.
 - ii. Collaborate with City staff to refine the West Bull Mountain Transportation Plan. The transportation element will be limited to 200 hours of County staff time to 1) test the performance of the proposed local street system; 2) propose solutions to any deficiencies in the local street system; 3) identify proportional impacts of River Terrace development on the arterial and collector road system particularly in Tigard and on Highway 99W; 4) work with the City to propose funding mechanisms to address these impacts.
 - iii. Participate on a City Technical Advisory Committee to assist in development of the Community Plan.
 - iv. Provide information to the City pertaining to its citizen engagement effort for the west Bull Mountain Community Plan to assist citizen information and involvement for the Community Plan.
- b. Metro agrees to pay City under this Assignment document; and
- c. County will grant City access to studies, correspondence, professional reports, exhibits, and all other documents that comprise the file of materials developed in connection with County's creation of the Concept Plan.

2. Assignment of right to grant money: County assigns to City, and City accepts, the right to claim the remaining grant money under the Agreement, which sum is estimated at approximately \$134,000. Metro has acknowledged that the County will assign its rights to this grant money to the City pursuant to this agreement as demonstrated in Attachment "A".

3. Effect of County nonperformance: County's failure to supply the document access and in-kind services described in Section 1 does not:

Exhibit D

- a. Invalidate City's right to submit Deliverables to Metro and claim the remaining grant money; or
 - b. Create in City a right to claim money damages against County on any legal or equitable theory.
4. Administration of this Assignment document:
- a. This Assignment becomes effective upon execution by both parties and remains in effect until it is cancelled by mutual agreement of the Parties, or the grant money has been fully claimed and received by City.
 - b. This Agreement may be amended by the Parties' written agreement.
5. This Agreement may be terminated, with cause at any time if the City fails to perform any of the other provisions of this Agreement as determined by Metro, 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 the County, fails to correct such failures within sixty (60) days or other such period as the County may authorize.
6. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
7. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
8. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
9. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
10. Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.

Exhibit D

11. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
12. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

CITY OF TIGARD, an Oregon Municipal Corporation

By: _____

Name: _____

Its: _____

Signature

WASHINGTON COUNTY, a Political Subdivision of the State of Oregon

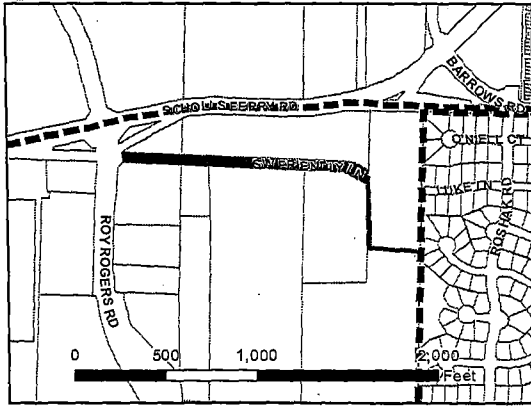
By: _____

Name: _____

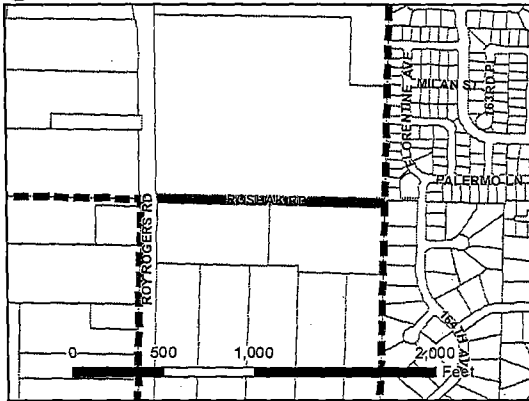
Its: _____

Signature

A Friendly Lane



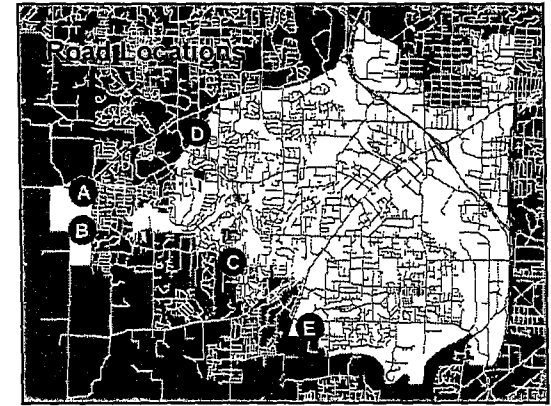
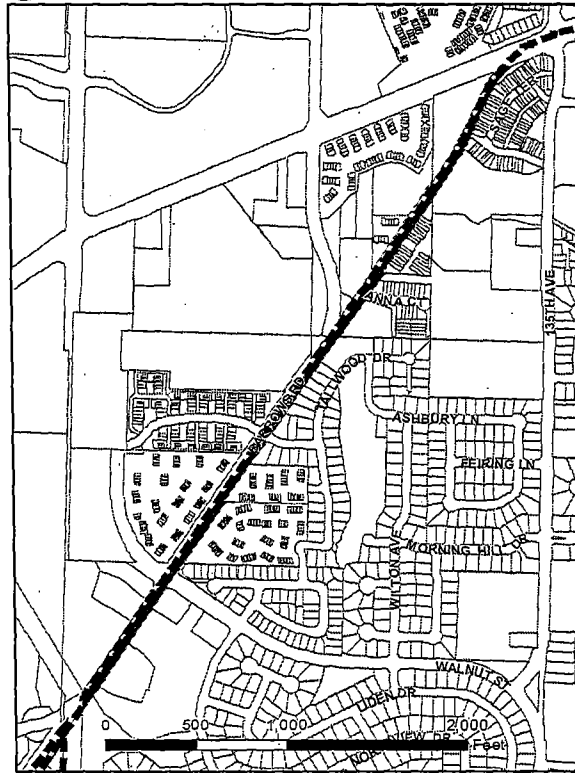
B Roshak Road



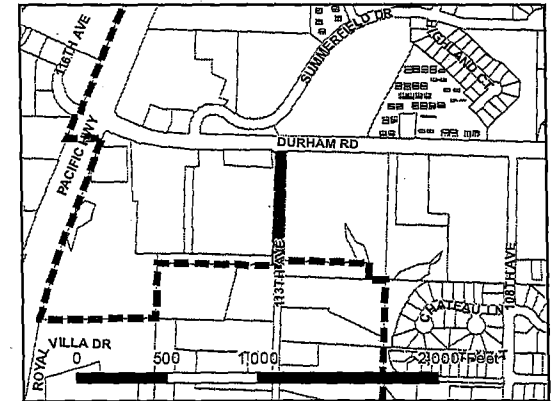
C Bull Mountain Road



D Barrows Road (Eastern Half)



E 113th Avenue



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CONSTRUCTION EXCISE TAX GRANT INTERGOVERNMENTAL AGREEMENT

Metro – Washington County West Bull Mountain Project

Attachment A
referred to in
Exhibit D

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 Washington County ("County"), located at 155 N. First Ave., Hillsboro, OR 97124, 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 new inclusions into the urban growth boundary ("UGB") between 2002 and 2005;

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and the CET collected is remitted to Metro by the local collecting jurisdictions via 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 by the local jurisdictions 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 greatly exceed the total estimates upon which the CET was based; and

WHEREAS, the CET Administrative Rules set forth certain eligible expenses for CET Grant consideration, and the rules also provide that if the total Grant Requests from participating local governments exceed the total CET expected revenues, Metro shall first consider awarding funds for eligible direct costs, which will have priority for funding over indirect costs; and

WHEREAS, County has submitted a CET Grant Request to Metro, and the parties wish to set forth the funding amounts, timing, and procedures for receiving reimbursement from the CET fund for County's planning expenditures.

NOW THEREFORE, the Parties hereto agree as follows:

1. Reimbursement by Metro. Metro shall reimburse County for approved eligible expenses, associated with County'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

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procedures" set forth below.

2. County Responsibilities. County 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. County 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 expenses 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) County 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, County shall submit to Metro a statement describing in reasonable detail the eligible and reimbursable work services performed pursuant to this Agreement. County will furnish Metro with any other statements or reports of expenditures as may be needed to satisfy fiscal requirements. Metro shall reimburse County for the eligible and approved reimbursable work after each milestone is reached, no later than 60 days after the date Metro receives County's statement. County shall send the statement, and Metro shall send CET payments, to:

Metro
Attention: Ray Valone
600 NE Grand Ave.
Portland OR 997205
(503) 797-1808

Washington County DLUT
Attention: Judy Lynn
Public Services Building, Suite 350, MS 16
155 N. First Ave.
Hillsboro, OR 97124
(503) 846-3718

5. Project Records. County shall maintain all records and documentation relating to the work and tasks involved in the project as set forth in Exhibit A. County shall provide Metro with such reasonable information and documentation as Metro requires for implementation of the CET grant process. County 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 reasonably deem necessary, all County records with respect to all matters covered by this Agreement and Exhibit A, excepting privileged and other such documents that County may claim to be exempt from disclosure under ORS chapter 192. Nothing herein limits Metro's right to challenge the withholding of any documents as permitted by law. 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 County and all of its contractors for three years from the later of the date of completion of the project, or expiration of the Agreement, 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.

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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. In the case that County receives a surplus of CET funds beyond that which is required to fund those items set forth in Exhibit A, County shall return to Metro any surplus CET funds remaining on completion.

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 County.

Metro

Washington County

By: Michael Jordan

By: _____

Title: Metro Chief Operating Officer

Title: _____

Date: _____

Date: _____

State of Oregon)
)
County of _____)

On this _____ day of _____, 2007, before me _____, the undersigned Notary Public, personally appeared Michael Jordan, as Chief Operating Officer of Metro, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

My commission expires: _____

State of Oregon)
)
County of _____)

On this _____ day of _____, 2007, before me _____, the undersigned Notary Public, personally appeared _____ as _____ of _____ jurisdiction, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she or they) executed it.

My commission expires: _____

DRAFT

Exhibit A

CET Grant IGA Between Metro and Washington County West Bull Mountain Project Milestones, Due Dates, and Reimbursement Rates

Total Requested by County for New Urban Growth Area West Bull Mountain Project: \$670,500

Total Reimbursable Amount:* \$670,500**

Milestone #:	Deliverable	Date Due***	Grant Payment
1.	Execution of CET Grant IGA	x date	\$134,100
2.	Mid-point in Concept Plan development, demonstrating progress toward completion	x date + 210 days	\$134,100
3.	County's Preferred Concept Plan Alternative or Urban Growth Diagram, showing at least those elements set forth in Title 11	x date + 390 days	\$134,100
4.	County'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 + 540 days	\$134,100
5.	County'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 + 660 days	\$134,100

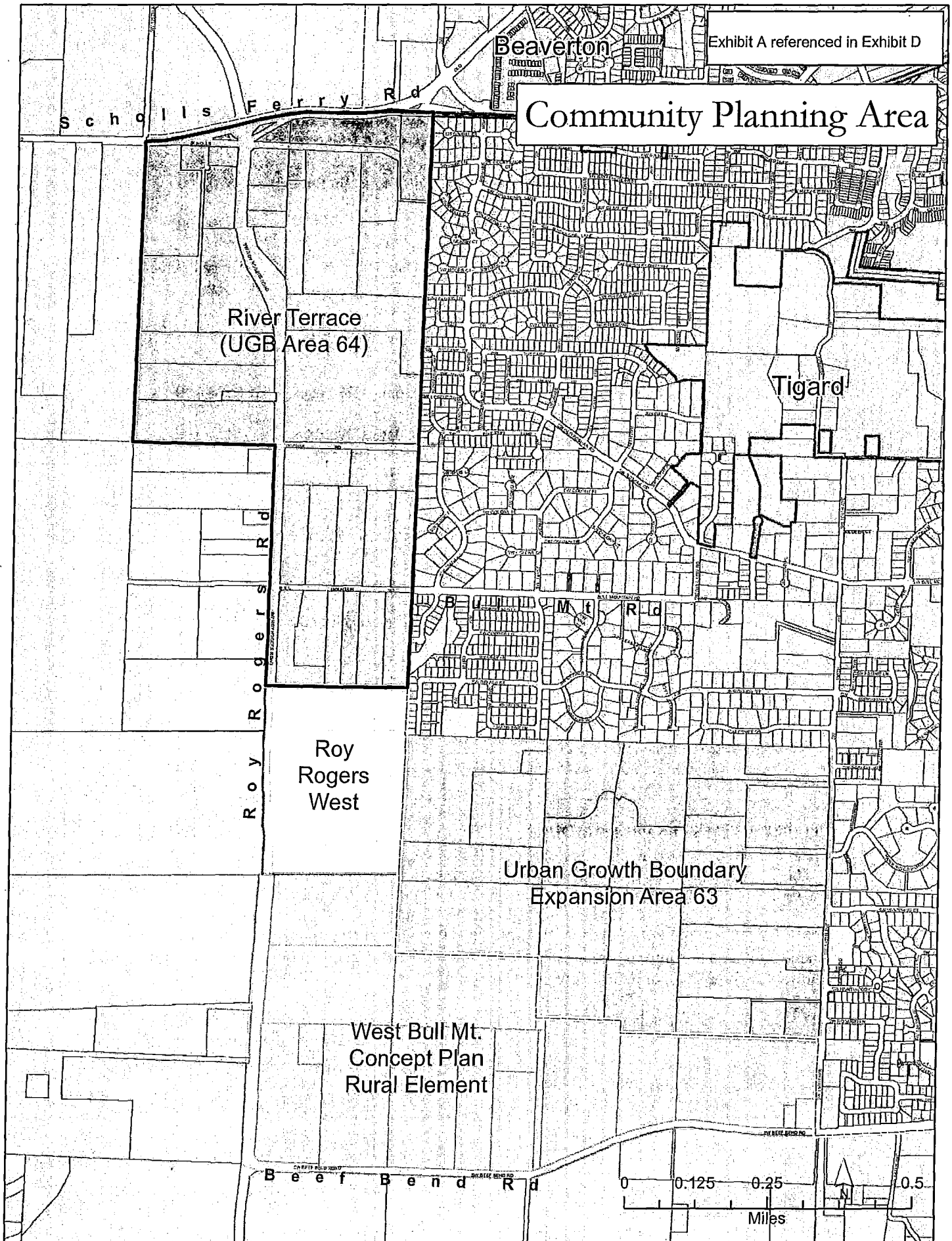
TOTAL REIMBURSABLE AMOUNT*

\$670,500**

*The Total Reimbursable Amount is a maximum amount that will be reimbursed for Eligible Expenses as set forth in the CET Grant IGA and Metro Code Chapter 7.04 Administrative Rules.

** The CET will fund the project for the full \$670,500 for all eligible expenses. Grant funding is subject to reduction attributed to a reduction in milestone expectations, alternate grants awarded to this project or completion or reduction requests by County.

*** Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If County anticipates that a due date will not be met, it shall inform Metro in writing no later than ten (10) days prior to the due date, and shall provide a revised estimated due date, and Metro and County will mutually revise the milestone due dates set forth in this Agreement.



BEFORE THE CHIEF OPERATING OFFICER

RELATING TO THE REQUEST BY THE CITY OF) ORDER NO. 12-075
TIGARD TO EXTEND THE TIMELINE FOR)
PLANNING UNDER TITLE 11 OF THE URBAN)
GROWTH MANAGEMENT FUNCTIONAL PLAN)
FOR THE WEST BULL MOUNTAIN CONCEPT)
PLAN)

WHEREAS, on May 22, 2012, the City of Tigard and Washington County entered into an intergovernmental agreement to transfer the completion of the final milestone for the West Bull Mountain Concept Plan project to the city; and

WHEREAS, most of the area to be planned was added to the urban growth boundary (UGB) in 2002 and a part was added in 2011; and

WHEREAS, on June 28, 2012, the City of Tigard requested an extension of time to complete concept planning required by Title 11 of the Urban Growth Management Functional Plan (UGMFP) for the West Bull Mountain area; and

WHEREAS, Metro Code Section No. 3.07.830 establishes a process and criteria for extension of time for compliance with a requirement of the UGMFP; and

WHEREAS, Section 3.07.830 authorizes the Chief Operating Officer (COO) to grant an extension if the COO finds either that the City of Tigard is making progress toward completion of Title 11 planning or that there is good cause for the city's inability to meet the deadline for completion of the planning; and

WHEREAS, the COO provided notice of the proposed extension pursuant to Metro Code 3.07.830A; and

WHEREAS, the COO has not provided the City of Tigard a previous extension of time for completion of Title 11 planning for the West Bull Mountain area; and

WHEREAS, Metro Code Section No. 3.07.830 establishes that the COO shall not grant more than two extensions of time; and

WHEREAS, the Metro Planning and Development Department has reviewed the application and recommends approval; and

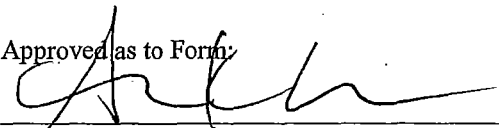
WHEREAS, the COO finds, based upon the written recommendation of the Planning and Development Department, that Washington County made progress in completing the West Bull Mountain Concept Plan before handing off the concept planning responsibility to the City of Tigard, and the city is in the final scoping phase of aligning resources with the remaining planning work that is needed to thoroughly complete the concept plan and comply with Title 11; now, therefore,

IT IS HEREBY ORDERED THAT:

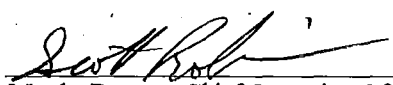
1. The request of the City of Tigard for an extension of time under Metro Code Section No. 3.07.830 to complete concept planning for West Bull Mountain pursuant to Title 11 of the UGMFP is approved under the terms and conditions set forth in Section 2 of this order.
2. The deadline for compliance with Title 11 for the City of Tigard is extended to coincide with completion of concept planning the West Bull Mountain area under Metro Code Section No. 3.07.1110, or to December 31, 2014, whichever comes earlier.

ENTERED this 11th day of September, 2012.

Approved as to Form:


Alison Kean Campbell, Metro Attorney

for


Martha Bennett, Chief Operating Officer

Scott Robinson
Deputy Chief Operating Officer

