NORTH CLACKAMAS
PARKS & RECREATION DISTRICT
Administration

Kia Selley, *RLA,* Director
North Clackamas Parks and Recreation District
3811 SE Concord Road
Milwaukie, OR 97267

September 22, 2026 BCC Agenda Item: _____

Board of County Commissioners
Acting as North Clackamas Parks and Recreation District Board of Directors
Clackamas County

Approval of Metro 2025 Nature in Neighborhood Capital Grant Agreement for the Park at Jennings Lodge Campus. The Grant Agreement provides $1,000,000 in funding for construction. No NCPRD General Funds are involved. No County General Funds are involved.

Previous Board Action/Review: Briefed at Issues 9/5/2023. Approved Intergovernmental Agreement with Metro at a Business Meeting on 9/7/2023. Grant application approved at Business Meeting on 4/17/2025.

Performance Clackamas:

1. Safe, Secure and Livable Communities
2. Healthy People
3. Public Trust in Government

Counsel Review: JM, 08/18/2026 **Procurement Review:** N/A
Contact Person: Alex Gilbertson **Contact Phone:** 971-430-0388

EXECUTIVE SUMMARY: North Clackamas Parks and Recreation District (NCPRD) is a recipient of a $1,000,000 Metro Nature in Neighborhoods capital grant for the Park at Jennings Lodge Campus.

The project will provide a new neighborhood park in a park deficient area of the district. The grant has been awarded specifically to fund the construction of nature-based and play amenities based on the final design of the park. The final design of the park was developed through a robust community engagement process and was presented to the community at a Design and Dinner social in February 2025 and at the Jennings Lodge Community Planning Organization (JLCPO) picnic in August 2025.

Metro's Nature in Neighborhoods Capital Grants are highly competitive. The review committee reviewed 20 qualifying pre-applications, totaling $9.45M in funding requests and 15 full applications requesting $7.34M. From these, the review committee recommended 12 proposals for grant funding. NCPRD's Jennings Lodge Campus project was among those selected, demonstrating strong alignment with Metro's bond priorities and community benefits.

RECOMMENDATION: Staff recommend that the NCPRD Board approve a $1,000,000 Nature in Neighborhoods Capital Grant agreement with Metro to fund construction improvements at the Park at Jennings Lodge Campus.

Respectfully submitted,

Kia Selley, *RLA*, Director
North Clackamas Parks and Recreation District

For Filing Use Only

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

GRANT AGREEMENT
Metro –North Clackamas Parks and Recreation District

This Grant Agreement ("Agreement") dated effective as of the last day of signature set forth below ("Effective Date"), is entered into under the provisions of ORS chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro") and North Clackamas Parks and Recreation District ("Grantee") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 ("Measure") authorizing Metro to issue $475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro will distribute up to $40 million of bond funds for community-led projects, with an emphasis on benefitting historically marginalized communities. These projects will protect and improve water quality and fish and wildlife habitat, support climate resiliency, and increase people's experience of nature.

Metro established a review committee to recommend funding recipients to the Metro Council. Committee membership with diversity of experience made recommendations to create the greatest benefits for people, plants and wildlife. The Metro Council approved the first round of Nature in Neighborhood Capital Grants on June 29, 2023. The Metro Council approved the first round of Nature in Neighborhood Capital Grants on July 11, 2024. The Metro Council approved the third round of Nature in Neighborhood Capital Grants including this project on June, 26 2025.

Grantee was awarded $1,000,000 for their project Park at Jennings Lodge Campus located at 18521 SE River Rd, Milwaukie, Oregon. The project will develop a neighborhood park at Jennings Lodge Elementary School with the Oregon City School District. The project aims to bring nature and play amenities to multiple communities in an area that is currently deficient in parks.

AGREEMENT

1. Term

This Agreement is effective on Month, XX, 2025 and terminates on [add date 3 years out] unless terminated or extended as provided by this Agreement. By written amendment the parties may extend this Agreement for up to 5 years if a project experiences unforeseeable delays. Sections 9, 10, 14, 15, 17, and Exhibit A Attachment 3 survive termination of this Agreement. Notwithstanding the foregoing, all terms of this Agreement will terminate on December 31, 2050.

Review Draft 08/5/2025

2. Scope of Work

This Agreement establishes responsibilities of the parties concerning this project. Work will be performed pursuant to the Scope of Work, Exhibit A, which is incorporated into this Agreement. Metro will disburse funds to the Grantee as set forth in the Scope of Work.

North Clackamas Parks and Recreation District authorizes the NCPRD Director, and Metro authorizes the Parks Director, or their designees, to modify the Scope of Work, upon mutual agreement in writing.

Also attached to this Agreement are the following Exhibits:

1. Payment Request and Financial Reporting Requirements
2. Narrative Reporting Requirements
3. Post-Acquisition and Post-Construction Restrictions on Sale and Use
4. Budget, Scope of Work, and Program Assessment (and Land Owner Certification) as part of the application submission packet

3. Grant Amount

The total grant amount is $1,000,000. Grantee may use funds only for work completed on the project during the term of this Agreement.

4. Sufficient Funds

Metro certifies that at the time this Agreement is executed sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

5. Forfeit of Unspent Funds

If Grantee fails to start or complete the Project or completes the Project without spending all funds, Metro will retain all funds not expended.

6. Capital Project and Related Covenants

In compliance with the Measure, Metro granted funds to Grantee to use for capital expenses related to the Project. Government Sponsor will own the capital asset resulting from the Project and located on the Property. Government Sponsor will value the Project as a capital asset in an amount no less that the grant amount awarded to Grantee. Government Sponsor covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in the Government sponsor's audited financial statement,

Review Draft 08252025

consistent with Generally Accepted Accounting Principles and with the Government sponsor's financial bookkeeping of other similar assets.

7. Limit on Administrative Capital Expenses

Grantee may seek reimbursement of administrative capital expenses. The amount of requested reimbursement must not exceed 10% of the total grant amount. Grantee must track and report on the amount of administrative capital expenses.

8. Limitations on use of Property

Government sponsor will maintain and operate the portion of the Property upon which the Project is located ("Project Area") and all capital improvements constructed with Measure funds consistent with one or more of the Measure purposes and principles. The Project Area must be maintained to protect water quality and wildlife habitat for generations to come, support climate resiliency, or increase people's experience of nature at the community scale.

Metro may permit secondary use of the Project Area only where the secondary use affects a de minimus portion of the Property Area or where necessary to operate the Project Area consistent with Measure principles.

Grantee may not sell the Property or authorize use of the Project Area in a manner not consistent with the bond measure purposes without agreement in writing from Metro.

9. Oregon Constitution and Tax Exempt Bond Covenants

Grantee acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes that may be exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders may be exempt from federal and Oregon personal income taxes. Grantee covenants and agrees that it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. If Grantee breaches these covenants, Grantee will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any projects funded under this Agreement.

10. Federal, State and Local Law Compliance

The Grantee must comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including without limitation the acquisition of any required permits. All conditions imposed on the Grantee by federal, state, regional, or local governments having jurisdiction over Grantee are deemed part of this Agreement as if specifically set forth. Any violation of these conditions, or any violation of criminal law, may be cause for immediate termination of this Agreement.

Review Draft 08252025

11. Discrimination Prohibited

Grantee must not exclude any person from participation in the Project or discriminate on the grounds of race, color, or national origin, or on the grounds of religion, sex, ancestry, age, or disability against any person related to any program or activity funded in whole or in part with the grant funds.

12. Funding Recognition

Grantee will recognize Metro and the source of funding from the Measure in any publications, media presentations, or other presentations relating to or describing the Project. Grantee/ government sponsor may include recognition of the Project on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.

13. Project Records

Grantee will maintain all fiscal Project Records in accordance with generally accepted accounting principles. Grantee will maintain Project Records for the longer period of either (A) three (3) years after the final maturity of the bonds from the Bond Measure; (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that starts within six (6) years from the date of termination of this Agreement. Grantee must make records available to Metro and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

14. Public Records Law

All Project Records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

15. Indemnification

The Grantee agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement, and for any claims or disputes involving subcontractors or partners.

16. Insurance

The Grantee must maintain at Grantee's expense, the following types of insurance covering the Grantee, its employees and agents.

Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability must be a minimum of $1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its**

Review Draft 09252025

elected officials, departments, employees and agents must be named as an ADDITIONAL INSURED.

Automobile bodily injury and property damage liability insurance. Insurance coverage must be a minimum of $1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents must be named as an ADDITIONAL INSURED.** The Grantee must provide notice of any material change or policy cancellation to METRO thirty (30) days before the change.

This insurance as well as all workers' compensation coverage for compliance with Oregon law must cover Grantee's operations under this Agreement, whether such operations are by Grantee, by any subcontractor, or by anyone directly or indirectly employed by Grantee or any subcontractor.

The Grantee must provide Metro with a certificate of insurance complying with this section and naming Metro as an additional insured upon return of this Agreement signed by Grantee to Metro.

17. Termination

Metro may terminate this Agreement by giving Grantee seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Grantee.

Metro may terminate this Agreement, in full or in part, at any time during the term of this Agreement if Metro reasonably determines that Grantee has failed to comply with any provision of this Agreement and is therefore in default. Upon termination, Metro may immediately withhold or suspend future distributions of bond funds in addition to any other rights and remedies set forth in this Agreement or available at law or in equity.

Notwithstanding any termination for cause, Grantee will be entitled to receive payments for any work completed or for which Grantee was contractually obligated on the date that Metro provided written notice of default.

Grantee will be liable to Metro for all reasonable costs and damages incurred by Metro from the default.

18. Joint Termination for Convenience

Metro and the Grantee/ government sponsor may jointly terminate all or part of this Agreement termination is in the public interest. Termination under this provision will be effective with a written termination agreement signed by both parties.

19. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within 14 calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The parties will share the cost of mediation equally.

Review Draft 08252025

20. Independent Contractor Status

The Grantee is an independent contractor for all purposes and is entitled only to the compensation provided for in this Agreement. The Grantee is not an employee of Metro. The Grantee must provide all tools or equipment necessary to carry out this Agreement and will exercise complete control in achieving the results specified in the Scope of Work.

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

21. Notices

Any notices permitted or required by this Agreement must be in writing to the addresses below.

Grantee
Attn: Alexandra Gilbertson
North Clackamas Parks and Recreation District
3811 SE Concord Rd.
Milwaukie, OR 97267

Email: agilbertson@ncprd.org

Metro
Attn: Crista Gardner
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232
Email: crista.gardner@oregonmetro.gov

The parties may change the addresses by written notice.

22. Oregon Law; Forum

This Agreement will be construed according to the laws of the State of Oregon. Any litigation between Metro and Grantee arising under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

Review Draft 08252025

23. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Grantee without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments are the entire agreement between the Parties. The failure to enforce any provision of this Agreement does not constitute a waiver by either Party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

24. Amendment

The Parties may amend this Agreement only by written amendment signed by both Parties.

25. No Third Party Beneficiaries

Grantee and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

26. Relationship of Parties

Nothing in this Agreement nor any acts of the Parties hereunder will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Grantee and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of the Project funded.

27. Limitations

This Agreement is expressly subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are deemed invalid and unenforceable.

28. Severability

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

29. Further Assurances

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

Review Draft 08052025

30. Counterparts; Electronic Execution

The parties may execute this Agreement in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures.

31. Authority

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

The Parties have executed this Agreement as of the Effective Date.

Metro		**North Clackamas Parks and Recreation District**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Review Draft 08252025

Exhibit A to Grant Agreement

Scope of Work

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Metro Contract Number

Project Requirements: The Project will comply with the following (collectively referred to as the "**Project Requirements**"):

- Payment Request and Financial Reporting Requirements (Attachment 1)
- Narrative Reporting Requirements (Attachment 2)
- Post-Acquisition and Post-Construction Restrictions on Sale and Use (Attachment 3)
- Budget, Scope of Work, Program Assessment and Land Owner Certification (included in Attachment 4)

Project Background: The project is further described in the following document. The Metro Council awarded the grant based upon the project information contained therein:

Original grant application (Attachment 4)

Review Draft 08252025

ATTACHMENT 1 TO EXHIBIT A

Payment Request and Financial Reporting Requirements

Annual Financial Reporting

On or before July 10 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Grantee for a project, Grantee will complete all reimbursement requests and financial reporting requirements for the fiscal year beginning July 1 to June 30.

Payment Request Procedures

A. Retainage: Metro will reserve as retainage from any initial advance or reimbursement payment an amount equal to five percent (5%) of the requested amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and a final report is submitted and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment or as an additional payment after the approval of the final reimbursement request.

B. Initial Advance Requests

1. **General***:* Following the execution of this Agreement, Grantee may request disbursement of a portion of its Allocated Bond Funds from Metro.
   Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved **Project** if Metro determines that the funded project items will commence within ninety (90) days of request.
   To receive a disbursement of the Initial Advance, Grantee must receive final approval from Metro of any changes to the Project.
2. **Initial Advance Request information:** Grantee must submit the information through Metro's online system (ZoomGrants).
   If Grantee cannot submit request through ZoomGrants they can email it to the Grant Program Manager.
3. **Metro payment of Initial Advance Request:** The Initial Advance request is optional. If Grantee would like to receive these funds Grantee will submit a request when the following conditions are met:
   - This Grant Agreement has been fully executed
   - Funded project work will begin no later than ninety (90) days from the time of submission

   After the above conditions are met, Grantee is eligible to request thirty percent (30%) of the Award Amount, not to exceed $300,000 (the "Initial Advance"). Once approved, Grantee will receive payment of initial advance less the five percent (5%) retainage not to exceed $285,000.

   To receive funds: Grantee will submit a reimbursement request cover sheet indicating the request is for the upfront payment. Metro's Grant Program Manager will review the

Review Draft 08252025

submitted document and recommend approval for payment to the Team Manager. Metro will disburse funds within thirty (30) days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check.

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Grantees must seek reimbursement for additional costs incurred in arrears up to the total Project Cost. Grantees must provide accounting of payment and any required match of the Initial Advance before requesting additional reimbursement payments. Grantees may seek reimbursement as frequently as once per quarter. At a minimum, Grantees must submit a Reimbursement Request at least once a year in alignment with fiscal year end reporting requirements (see Annual Financial Report requirements).
    a. **Project Match Reporting:** Grantee will include any matching funds (cash or in-kind) with each payment request. Match may exceed the percentage minimum outlined in Attachment 4, Budget, Scope of Work and Program Assessment, above but must maintain a minimum ratio of 2:1 for project match submitted to date for Metro to approve payment of all reimbursable funds in a request. Metro cannot fund more than two-thirds of project expenses though Grantee may report match at a higher rate. Metro may make a partial payment, in line with match to date, if necessary.
        i. Match must be for expenses or services during the contract term.
        ii. Metro funds or staff time may not be used as match.
2. **Each Reimbursement Request must include:**
    a. Proof of payment of the Initial Advance and correlating percentage of match until such time as the advance has been fully reported and spent down.
    b. A Request for Reimbursement itemized statement of expenses for each Project showing a schedule of charges being submitted for reimbursement and match including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Reimbursement Request for Release of Funds.
    c. A completed Reimbursement Request for Release of Funds on a form provided by Metro, signed by an authorized representative of Grantee certifying:
        i. Compliance with all Program Requirements and Project Requirements set forth in the Agreement;
    d. Grantee must submit the information through Metro's online system (ZoomGrants). If Grantee cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Grant Program Manager(s).

Review Draft 08252025

3. Metro payment of Reimbursement Request: Metro's Grant Program Manager(s) will review the submitted documents and recommend approval for payment to the Team Manager or request additional information from Grantee as needed. Metro will disburse funds within thirty (30) days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check**.**

4. Final payments: Grantee can submit final reimbursement request before completing the final narrative report. Metro will release final payment of retainage funds at the close of the project following receipt and formal acceptance of project close-out report by Metro staff.

Review Draft 08252025

ATTACHMENT 2 TO EXHIBIT A

Narrative Report Requirements

Regular Reporting Requirements

1. Metro distribution of Allocated Bond Funds is conditioned on Grantee's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff-to-staff conferences as needed, and progress ports. Metro may revise any report template and will provide Grantee with notice at least three months before requiring Grantee to use the revised template.
    a) **Staff-to-Staff Conferences.** Grantee and Metro staff will confer as requested by either party by telephone, video conference, in-person meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.
    b) **Bi-annual progress reports.** By June 30 and December 31 of each year during the Term (or until project completion and final report is submitted), Grantee will provide brief updates in writing via ZoomGrants in response to questions provided by Metro, describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion.
    c) **Annual bond outcomes and impacts report and financial overview**. Metro will provide additional context and information on reporting metrics ahead of the first required report.
    d) **Final Report.** After completion of the grant project, Grantee will provide a Final Report via ZoomGrants on a template provided by Metro. This report will serve as the permanent public record of the grant project for Metro.

Review Draft 08252025

ATTACHMENT 3 TO EXHIBIT A

Post-Acquisition and Post-Construction Restrictions on Sale and Use

The Post-Acquisition and Post-Construction Restrictions on Sale and Use apply until the end of the Term of the Agreement.

I. Post- Acquisition Restrictions:

Grantee may not sell or otherwise authorize the use of such property for a use other than as a Bond Required Use (provided however a de minimis portion of such property may be transferred or put to another use, which may include, but is not limited to, a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use), unless Grantee certifies all of the following:

a) Grantee's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.
b) Grantee's intent, at the time it purchased the property, was to use it for a Bond Required Use.
c) In the event of a sale, Grantee transferred the property to a non-federal public agency or jurisdiction.
d) Grantee provided Metro written notice of its intent to authorize the sale to a third party or change Grantee's use of the property 180 days before the sale or change in use.
e) Grantee held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.
f) Metro approves Grantee's determination of the appraisal value of the property pursuant to the following steps:

   1. At least 90 days before to making a final decision to sell or change the use of the property, Grantee will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Grantee purchased the property. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

   2. Not later than 90 days after receiving the appraisal obtained by Grantee, Metro will inform Grantee whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro will inform Grantee

Review Draft 08252025

the reasons for not approving the appraisal and Grantee may resubmit a revised appraisal to Metro pursuant to subsection (I)(F)(1) of this Attachment.

II. Post- Construction Restrictions:

Grantee may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with a Bond Required Use, except that Grantee may transfer or put to another use a de minimis portion of such property, including without limitation a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use, unless Grantee complies with all of the following:

a) Grantee's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
b) Grantee's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
c) In the event of a sale, Grantee transfers the property to a non-federal public agency or jurisdiction.
d) Grantee provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
e) Grantee holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.
f) Metro approves Grantee's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
    (1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Grantee will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

Not later than 90 days after receiving the appraisal obtained by Grantee, Metro will inform Grantee whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, Metro will inform Grantee the reasons for not approving the appraisal and Grantee may resubmit a revised appraisal to Metro pursuant to subsection (II)(F)(1) of this Attachment.

Review Draft 08252025

ATTACHMENT 4 TO EXHIBIT A
Application Materials

Original Grant Pre-application and Full application with attachments which includes Grantee Budget, Scope of Work and Program Assessment

(Grantee submission on ZoomGrants)