



**TALENT URBAN RENEWAL AGENCY MEETING
TOWN HALL JANUARY 20, 2016 at 6:00 PM**

TURA meetings are being digitally recorded and will be available on the City website

The Talent Urban Renewal Agency of the City of Talent will meet in a Regular session at 6:00 P.M on Wednesday, January 20, 2016 at 6:00 P.M. in the Town Hall, 206 E. Main Street. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext. 1012.

TURA reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting.

REGULAR MEETING- 6:00 PM

Anyone wishing to speak on an agenda item should complete a Public Comment Form and give it to the City Recorder. Public Comment Forms are located at the entrance to the meeting place. Anyone commenting on a subject not on the agenda will be called upon during the "Citizens Heard on Non-agenda Items" section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the Talent Urban Renewal Agency.

1. Call to Order/Roll Call
2. Consent Calendar
 - 2.1 Approval of Minutes for December 16, 2015
 - 2.2 Financials
3. Citizens Heard on Non-Agenda Items
4. Administrative
 - 4.1 Items from Chair or Agency Members
5. New & Miscellaneous Business
 - 5.1 Ton-Ton Request
 - 5.2 Timeline for Plaza completion
 - 5.3 Consultant John Southgate LLC.
6. Items from Executive Director
 - 6.1 Redevelopment Sample RFQ/RFP
 - 6.2 Public-Private Partnership example
7. Discuss Agenda items for the January 6th Special Meeting
8. Adjournment

The City of Talent is an Equal Opportunity Provider

Note: This agenda and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are posted on the City of Talent website (www.cityoftalent.org) in advance of each meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact TTY phone number 1-800-735-2900 for English and for Spanish please contact TTY phone number 1-800-735-3896



**TALENT URBAN RENEWAL AGENCY DRAFT MINUTES
TOWN HALL DECEMBER 16, 2015 at 6:00 PM**

TURA meetings are being digitally recorded and will be available on the City website

The Talent Urban Renewal Agency of the City of Talent will meet in a Regular session at 6:00 P.M on Wednesday, December 16, 2015 at 6:00 P.M. in the Town Hall, 206 E. Main Street. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext. 1012.

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REGULAR MEETING- 6:00 PM

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1. Call to Order/Roll Call

Members Present

Chair Stricker
Vice Chair Pederson
Member McManus
Member Cooke
Member Abshire
Member Wise

Members Absent

Member Collins

Also present: Executive Director, Tom Corrigan
City Recorder, Melissa Huhtala

2. Consent Calendar

2.1 Approval of Minutes for November 18, 2015

Member Pederson moved to approve the Minutes for November 18, 2015. Member Cooke seconded. Chair Stricker repeated the motion. Discussion: None. All Ayes. Motion passed unanimously.

2.2 Financials

Coner Delaney from Pauly Rogers and Co. gave the Audit Report. He spoke that it was a clean opinion which is the best opinion.

Member Abshire moved to accept the financial report. Vice Chair Pederson seconded. Chair Stricker repeated the motion. Discussion: None. Roll Call Vote: Vice Chair Pederson, Member McManus, Member Cooke, Member Abshire and Member Wise: YES. Motion passed unanimously.

3. Citizens Heard on Non-Agenda Items

None.

4. Administrative

4.1 Items from Chair or Agency Members

None.

4.2 Items from Executive Director

Executive Director, Tom Corrigan gave TURA reports:

- The timeline for the plaza is being worked on.
- He spoke that the Punch list is ready and being worked on.
- The lights for the Plaza were shipped on Tuesday.
- The trash container for Town Hall will have the fence put up soon.

5. New & Miscellaneous Business

5.1 Ton-Ton Request

Mr. Corrigan gave a staff report.

Jesse Biesanz gave an overview of what Ton-Ton will be. He gave an estimate of funds needed and explained the reasons why.

Chair Stricker questioned if there was criteria for the application. Mr. Corrigan explained plans and drawings were submitted. Mr. Biesanz explained he does have more information but was not ready before this meeting. It was explained that this process is not vetted through Planning just the City.

Member McManus questioned why the financial support was needed. Mr. Biesanz explained they could not afford to put \$11,000 towards the façade. Member McManus spoke that the funds would have to be utilized by end of June. Mr. Biesanz spoke that the proposal is to have the project completed by the new year.

The Board discussed the proposals.

Vice Chair Pederson explained that the structure of grants is that they are reimbursed upon completion and questioned if they would have any issues. Mr. Biesanz answered no.

Chair Stricker spoke that there needs to be more specifics. The Board gave Consensus to bring this item back to the next meeting. And to also bring back a signed agreement from the property owner.

Chair Stricker suggested to develop criteria for the future.

5.2 TID Appraisal

Mr. Corrigan gave a staff report. Chair Stricker suggested to create a timeline for both entities to stay on schedule.

5.3 Meeting and Agenda Structure approve Resolution 15-15

Mr. Corrigan gave a staff report. It was decided that voting can be done by record votes and financials to be done by roll call votes.

Vice Chair Pederson moved to approve 15-15. Member Cooke seconded. Chair Stricker repeated the motion. Discussion: None. All Ayes. Motion passed unanimously.

6. Discuss Agenda items for the January 6th Special Meeting

It was decided to cancel the Special Meeting and not meet until the Regular Meeting on January 20th.

Ton Ton's request will be back on the agenda.

7. Adjournment

The TURA Meeting was adjourned at 7:01 PM

Respectfully submitted by:

City Recorder, Melissa Huhtala

Attest:

Executive Director, Tom Corrigan

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Check Register - Summary-Supp.



Vendor : ALPHA001 To ZBINC001
 Trans. Date : 01-Jul-2015 To 12-Jan-2016
 Check Date : 01-Dec-2015 To 31-Dec-2015
 Check No : All
 Batch No : All

Bank : Bank : 1 To 1
 Status : All
 Medium :
 M=Manual C=Computer R=Credit E=EFT-PAP T=EFT-File

Chq/Ref #	Check Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
6046	21-Dec-2015	ALPHA001	ALPHA ECOLOGICAL	Issued	16	C	113.00
6047	21-Dec-2015	BELSO001	BELSON OUTDOORS LLC	Issued	16	C	462.28
6048	21-Dec-2015	BLACK001	BLACKWOLF, KIMBERLY	Issued	16	C	157.50
6049	21-Dec-2015	CAROL001	ASHLAND FLOWER SHOP & GREENHOU	Issued	16	C	270.00
6050	21-Dec-2015	CITYT001	CITY OF TALENT	Issued	16	C	161.01
6051	21-Dec-2015	DONSL001	DON'S LOCK LLC	Issued	16	C	376.00
6052	21-Dec-2015	LAUNJ001	LAUNER, JEANNETTE M.	Issued	16	C	250.00
6053	21-Dec-2015	MVLEN001	MVL ENTERPRISES INC	Issued	16	C	341.70
6054	21-Dec-2015	NEATH001	NEATHAMER SURVEYING INC.	Issued	16	C	4126.25
6055	21-Dec-2015	ORSEC001	OREGON SECRETARY OF STATE	Issued	16	C	250.00
6056	21-Dec-2015	PACIF001	PACIFIC POWER	Issued	16	C	99.30
6057	21-Dec-2015	PAULY001	PAULY ROGERS AND CO. P.C.	Issued	16	C	5650.00
6058	21-Dec-2015	RH2EN001	RH2 ENGINEERING INC.	Issued	16	C	542.23
6059	21-Dec-2015	ROGUE001	ROGUE VALLEY SEWER SERVICES	Issued	16	C	20.80
6060	21-Dec-2015	SAGEL001	LAURIE SAGER AND ASSOCIATES INC.	Issued	16	C	1105.00
6061	21-Dec-2015	THORD001	THORNDIKE, DANIEL	Issued	16	C	189.00
6062	21-Dec-2015	ZBINC001	ZBINDEN CARTER SOUDERS ENGINEER	Issued	16	C	14527.63

Total Computer Paid : 28,641.70

Total EFT PAP : 0.00

Total Paid : 28,641.70

Total Manually Paid : 0.00

Total EFT File Transfer : 0.00

TURA Agenda Report

Agenda Item

Meeting Date: 1/20/16

Primary Contact: Tom Corrigan

Issue before TURA: Request for façade improvement

Background: The adopted Plan allows for improvements to an existing business façade.

ASSISTANCE TO PROPERTY AND/OR BUSINESS OWNERS

The Plan authorizes assistance to property and/or business owners in making capital improvements to property within the Area which will enhance the attractiveness and vitality of the Area; retain, expand or create diversified businesses; provide a variety of housing opportunities, including housing that is affordable for all income levels; and improve property values. Specific programs and rules and regulations for their administration will be developed to ensure that urban renewal funds are used properly and for the agreed upon purposes. The adoption and amendment of such programs, rules and regulations shall not be considered changes to the Plan.

Programs may include the following:

- Loans and/or grants for property rehabilitation and development, redevelopment and other improvements. Property to be improved may be residential or commercial. Loans may be at or below market rates, and assistance can include direct loans or guarantees of loans made by third parties. Examples of improvement projects that may be supported by the Agency include:
 - preservation of historic buildings
 - façade improvements
 - code compliance, including seismic improvements
 - new mixed use (residential/commercial) development that meets the objectives of the Plan expansion or improvement of business facilities that result in increased employment.

- Technical assistance, in the form of site studies, market studies, feasibility analyses, engineering and design and other activities directly related to development of property in the Area. Examples of such technical assistance include analysis of buildings to promote rehab and preparation of building prototypes that would be most suitable for development and redevelopment within the Area.
-

Program guidelines require that the property owner apply for the funding – See attached.

Please note that the Direct Grant lists no “cap” to the amount of grants to a particular property, while Historic Grants and Matching Grants are capped to the tax lot at \$10,000.

This tax lot property has maxed out on previous grants.

Recommendation: N/A

Board Options: Approve or deny façade improvement grant request to Ton-Ton.

Request additional information

Potential Motions:

I move to approve a façade improvement request for Ton-Ton in the amount of \$_____.

I move to deny a façade improvement request for Ton-Ton in the amount of \$_____.



Talent Urban Renewal Agency Application for Funding

Date: _____

Name: _____

Address: _____

Email: _____

Phone: _____

Owner of Property: Yes _____ No _____

If you answered no:

Owner's contact information:

Name: _____

Address: _____

Email: _____

Phone: _____

In order to encourage economic development and maintain the traditional small town character of Talent's downtown core, the Talent Urban Renewal Agency ("Agency") offers three funding programs for buildings within the Urban Renewal Area.

Grants can be used to:

- 1) rehabilitate and/or restore commercial, residential or governmental buildings to historically compatible exterior design
- 2) encourage new investment and development in Talent

The Board of Directors ("Board") reserves the right to modify these guidelines as needed to meet the goals and objectives of the Urban Renewal Plan, and to make exceptions to the guidelines if it is in the best interests of the downtown core area to do so.



Funding amounts and levels of participation by the Agency are considered on a case by case basis. Limited funding is available and an application process is required. Successful applicants will be required to sign a contractual agreement, and provide the necessary insurance to meet the needs of the project receiving funding.

General terms:

1. Applicants may be either a property owner or a tenant.
2. If the applicant is a tenant, the written approval(s) of the property owner is required.
3. All improvements remain with the building, including awnings. In the case of a sign, any custom work such as mounting brackets and lighting funded under this program shall remain with the building.
4. Property insurance shall be carried on the property and the improvements in an amount acceptable to the Agency. For new construction or additions, depending on the size of the project, the contractor may be required to provide builder's risk insurance.
5. The Agency may choose to include up to 5-10 hours of time from a professional consultant to enhance the project's end result.
6. In-eligible work includes:
 - a. Major landscape improvements
 - b. Plants
 - c. Non-public faces of buildings
 - d. Normal, routine maintenance
7. Funds from other granting sources may be leveraged through this program or used as matching funds.

1. **REHABILITATION/FAÇADE IMPROVEMENT GRANT up to \$10,000 per tax lot, with a matching fund requirement.**

Eligible work includes:

- Signage and awnings
- Replacement of missing decorative features
- Restoration of doors, windows and chimneys
- Storefront or façade rehabilitation
- Removal of non-historic materials or additions
- Exterior paint (if used as an architectural element)
- And, if determined as necessary by the Agency on a case by case basis:
 - Improving ADA access
 - Improving or installing systems necessary to business development

Funding Priorities for the Rehabilitation/Façade Grant: The Agency reserves the right to set priorities for which properties are eligible or ineligible to receive grant funds.

Currently eligible:

- Commercially-used property located within the CBD (downtown) zone
- Historic structures located within the urban renewal boundary (residential or commercial) as designated in the City of Talent's Survey of Historic and Cultural Resources (July 1995 or as amended).



Not eligible at this time:

- Non-historic residential properties
- Non-historic commercial buildings in the CBH (highway) zone.

- **Base Grant of up to \$5,000:** Direct grant, no match required.

- **Base Grant + Matching Grant:** \$5,000 Base Grant in addition to Agency matching dollar-for-dollar investment by property owner over the Base Grant amount, capping the Agency’s total investment at \$10,000 per tax lot. (Requires a 50/50 match from the applicant for grant funds over and above the Base Grant amount.)

REHABILITATION/FAÇADE GRANT EXAMPLE		
Agency spends:	Applicant spends:	Total project value:
\$5,000 Base Grant +up to \$2,500 matching	\$2,500	\$10,000
\$5,000 Base Grant + up to \$5,000 matching	\$5,000	\$15,000

GENERAL INFORMATION:

Application/Approval Process: A multi-step application process is required. Appropriateness of applications is the decision of the Agency, based on:

- available funding
- the application’s ability to meet the goals and objectives of the Urban Renewal Plan
- the applicant’s ability to complete the proposed project within the Agency’s designated timeframe

The Agency has sole authority to determine eligibility of the proposed work, approve changes to approved grants, select its own consultants, and confirm that work has been completed correctly. All exterior designs or improvements must meet the requirements of the City’s design standards and be reviewed by the City’s Architectural Review Committee. Certain work may be required or precluded as a condition of funding, and funding on approved grants may be withdrawn if any portion of a project changes substantially from what was approved by the Agency, without receiving prior consent.

Contact Information: For more information or an application form, contact the Talent Urban Renewal Agency, (541) 535-1566 or urbanrenewal@cityoftalent.org

Preliminary plan should be attached

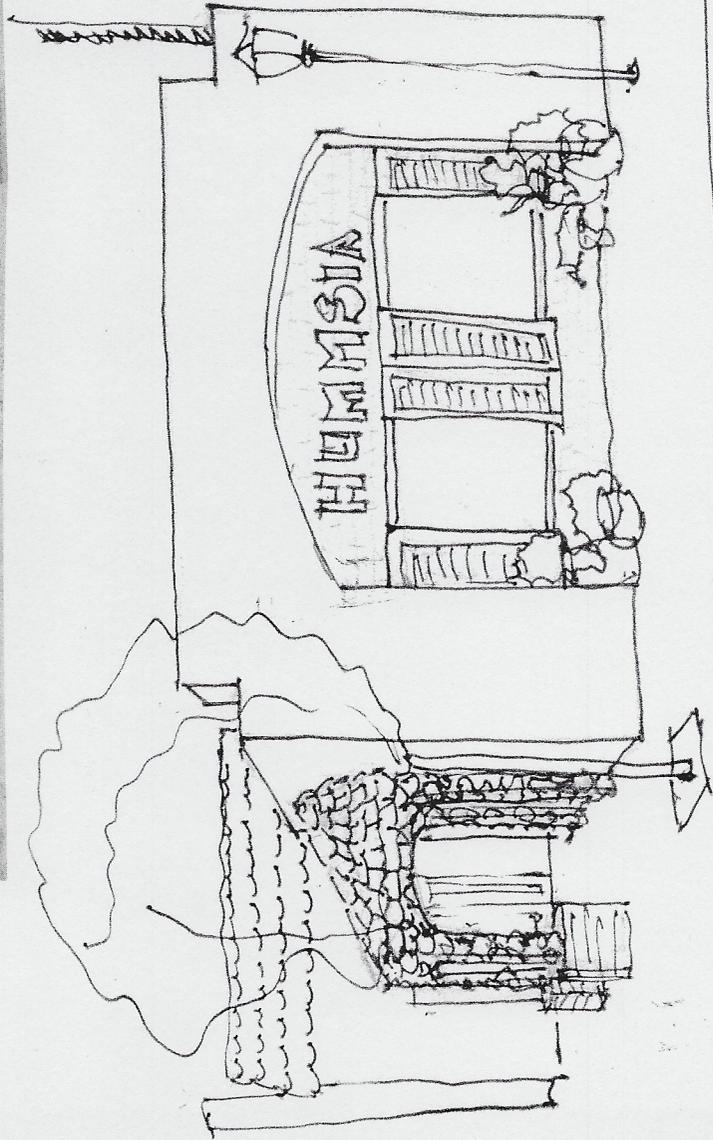
Project Consultant: At its discretion, the Agency contracts with an architectural/historic preservation professional or an engineer to provide design assistance to participants in the program. **Up to 5-10 hours of free consultation** and project assistance is available per project. Additional assistance (beyond 10 hours) may be included if desired by the applicant or as determined by the Agency.

***Please provide a detailed work plan, picture, engineering plans, contractor’s documentation, etc. The more detailed the submission the greater chances of receiving funding.**

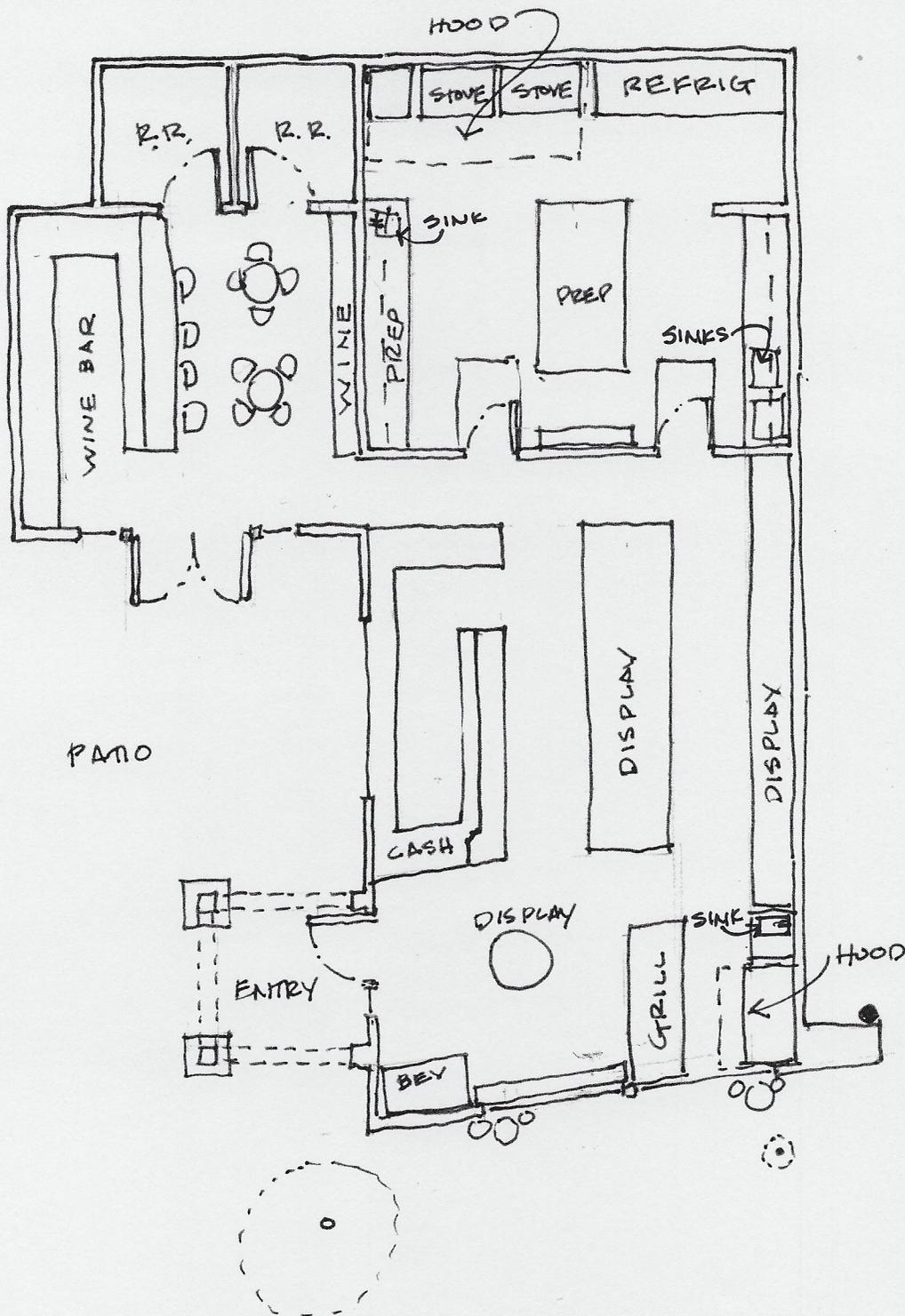


URBAN
RENEWAL
AGENCY

of the City of Talent







TALENT AVE

TONTON'S ARTISAN AFFECTIONS
 MASTER PLAN

11/25/15

TonTon's Artisan Affections
Phase One Suggested Improvements

Kitchen

- New hood for kitchen area
- Remove back door to kitchen area
- Prep tables
- Dishwashing sinks
- Hand sink
- New floor
- New lighting
- Paint walls

Packaging

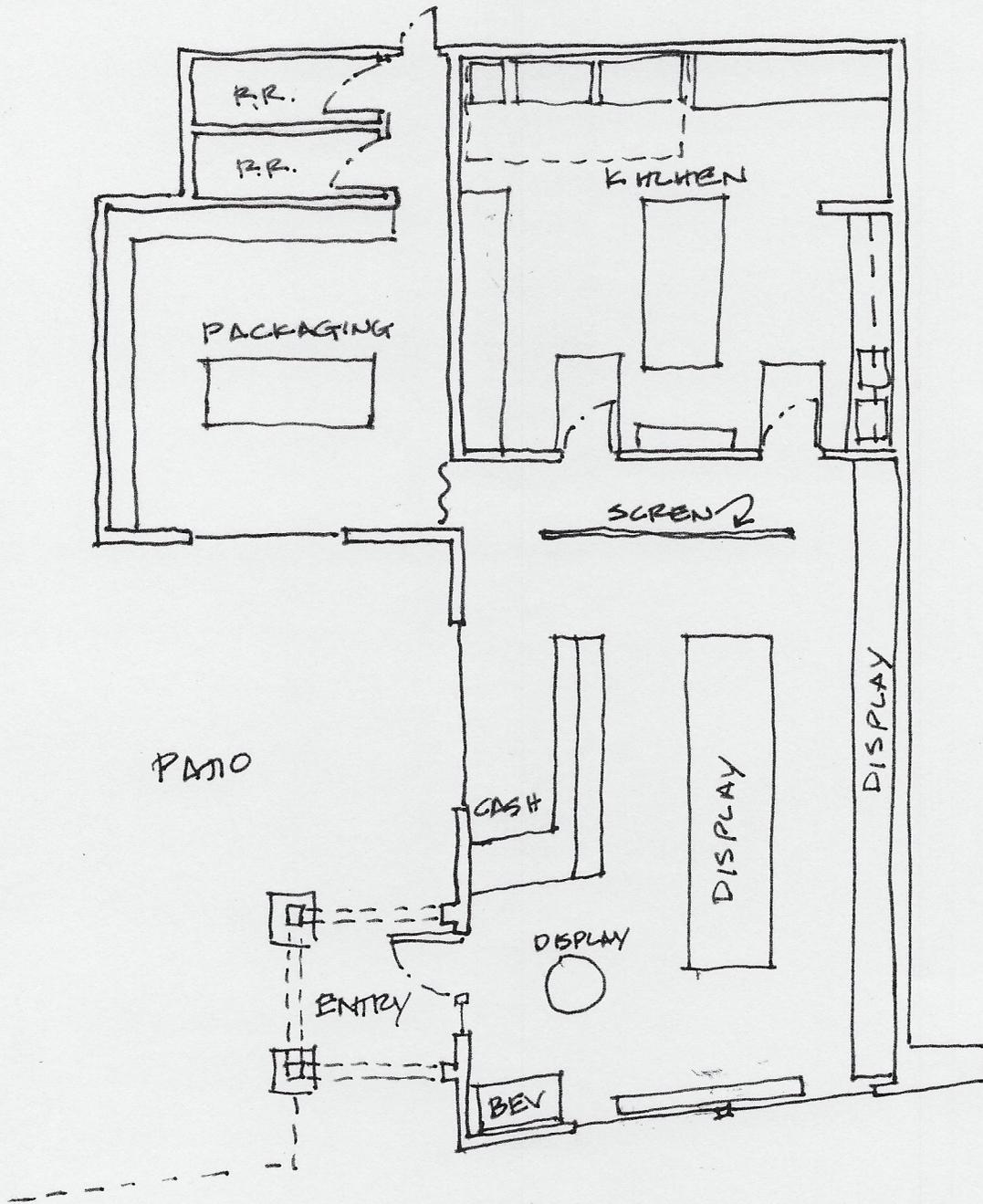
- New concrete finish to floor, terra cotta color
- Remove wood paneling
- Remove wall sconces
- Paint walls
- Add track lighting
- Remove partial height wall
- Add curtain to entry from sales floor
- Add window screen

Sales

- New concrete finish to floor, terra cotta color
- Remove wood paneling
- Remove built in counter and sink
- Remove hood and metal wall panel
- Paint walls
- Add track lighting
- Remove one entry door
- New Entry door and side lite
- New cash counter
- New display shelving/cabinets
- Tile wall to the kitchen
- New screen by kitchen
- New window trim

Exterior

- Paint all walls
- Remove front faux door
- New faux façade in stucco
- Add stone entry portico with tile roof
- Add exterior lighting
- Add planters to front
- Add shutters to front windows



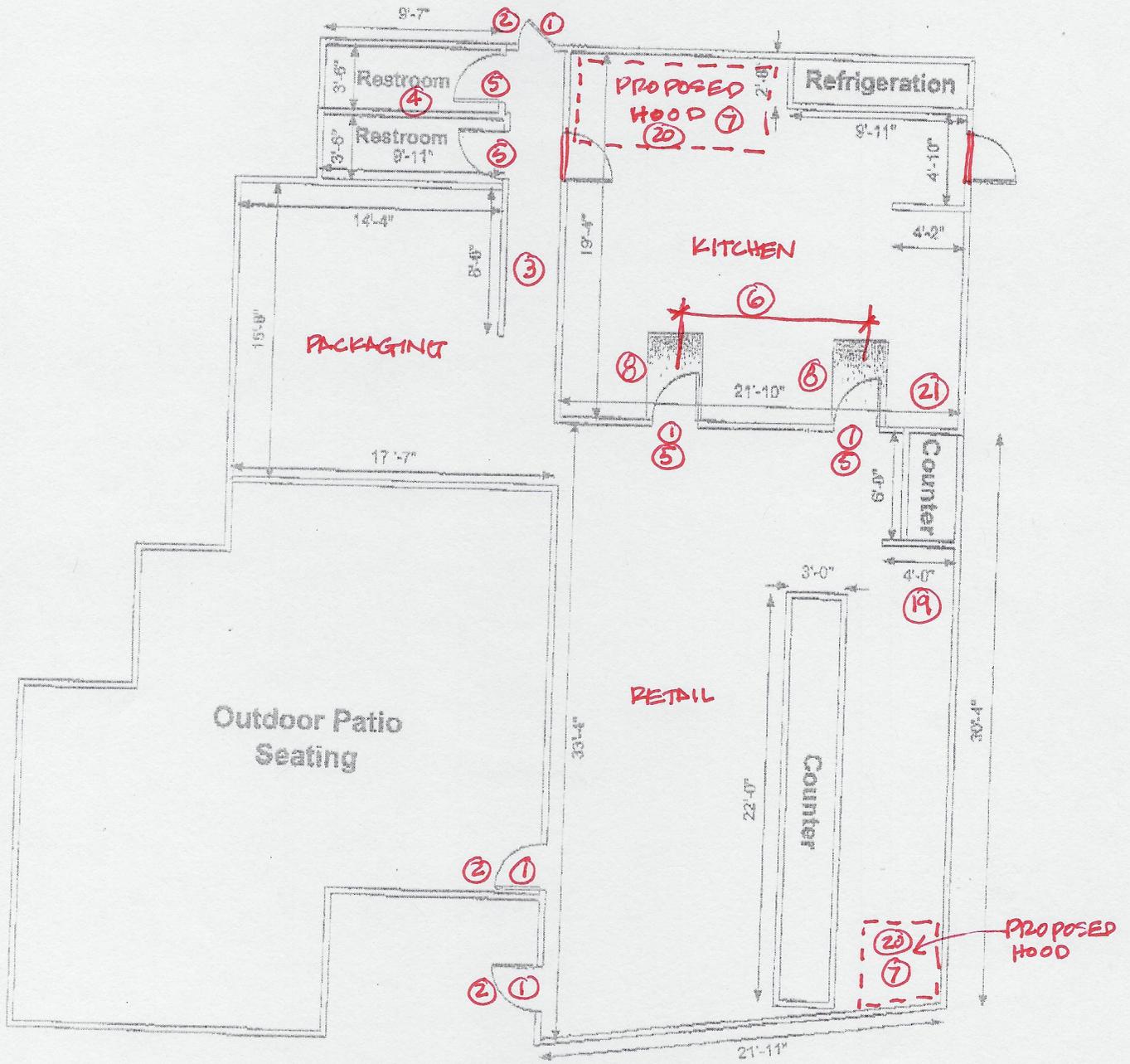
TONY'S ARTISAN DEFECTIONS
 PHASE ONE

11/27/15

Approximately 1,506 sq. ft.

+

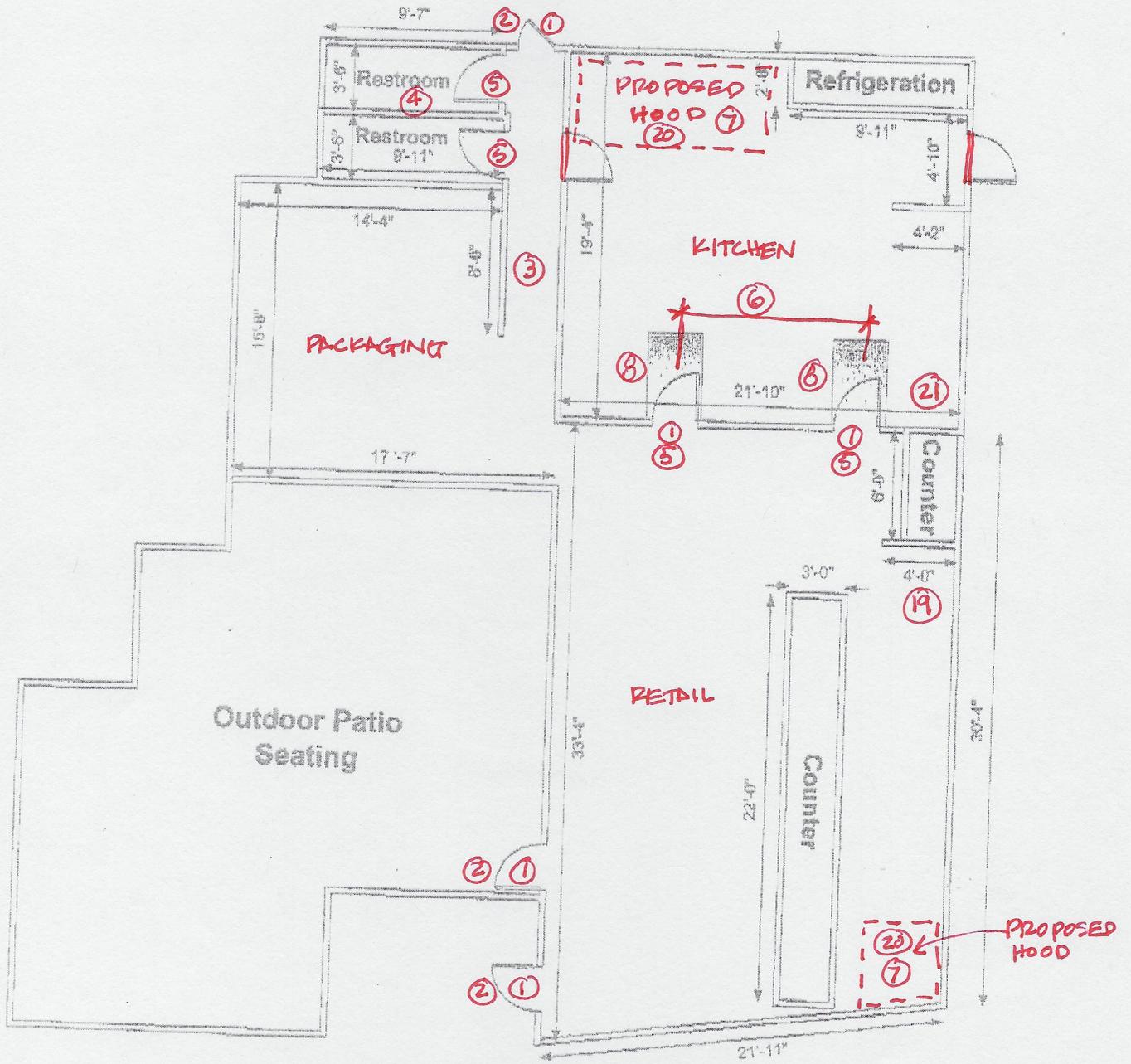
671 sq. ft. outdoor patio



Approximately 1,506 sq. ft.

+

671 sq. ft. outdoor patio



Program Includes: Each project/tax lot is eligible for up to 5 hours of free design consultation/project assistance from an architectural/historic design consultant, in addition to one of the following:

- **Base Grant of up to \$5,000:** Direct grant, no match required.
- **Base Grant + Matching Grant:** \$5,000 Base Grant in addition to Agency matching dollar-for-dollar investment by property owner over the Base Grant amount, capping the Agency's total investment at \$10,000 per tax lot. (Requires a 50/50 match from the applicant for grant funds over and above the Base Grant amount.)
- For properties listed on the National Register or the City of Talent's official Local Landmark List, benefits are expanded, as follows:
 - **Historic-Benefit Maintenance Grants:** Requires a 50/50 match from the applicant, and may be used to assist historic buildings with certain items that are specialized to historic buildings but otherwise considered routine maintenance for more modern structures. Agency investment is capped at \$10,000 per tax lot.
 - **Base Grant + Matching Grant:** \$5,000 Base Grant in addition to Agency matching dollar-for-dollar investment by property owner over the Base Grant amount, capping the Agency's total investment at \$15,000. (Requires a 50/50 match from the applicant for grant funds over and above the \$5,000 Base Grant amount)

Examples:

Agency spends	Applicant spends	Total project value
\$5,000 + 2,500 matching	\$2,500	\$10,000
\$5,000 + 5,000 matching	\$5,000	\$15,000
For National Register or Local Landmarks:		
\$10,000 maintenance grant	10,000	20,000
\$5,000 + 10,000	10,000	25,000

Other Funding: Funds from other granting sources may be leveraged through this program.

Who May Apply: Property owners.

Application/Approval Process: A multi-step application process is required. Appropriateness of applications is the decision of the Agency, based on available funding, the application's ability to meet the goals and objectives of the Urban Renewal Plan, and the applicant's ability to complete the proposed project within the Agency's designated budget year. The Agency has sole authority to determine eligibility of proposed work, approve changes to approved grants, and confirm that work has been completed correctly. All designs must meet the requirements of the City's design standards. Certain work may be required or precluded as a condition of funding, and funding on approved grants may be withdrawn if any portion of a project changes substantially from what was approved by the Agency, without receiving prior consent.

Contact Information: For more information or an application form, contact the Talent Urban Renewal Agency, (541) 535-6170 or execdir@talenturbanrenewal.com.



Request for Qualifications:

Beaverton Central Creekside Redevelopment

Solicitation #2971-15B

Due: May 8, 2015 at 2:00 PM



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REQUEST FOR QUALIFICATIONS

BEAVERTON CENTRAL CREEKSIDE REDEVELOPMENT

Solicitation #2971-15B

A non-mandatory pre-proposal conference and site visit will be held on April 7, 2015 at 9:00 a.m. in the City of Beaverton's Council Chambers, 1st Floor of The Beaverton Building, 12725 SW Millikan Way, Beaverton, OR 97005. Interested proposers may participate by conference call at 1-866-809-6529. Please use the Guest Code of 7243642#, but be advised that the site visit will not be an option if conference call option is used.

DATE & TIME PROPOSALS ARE DUE:

May 8, 2015 at 2:00 PM

Responses to this Request for Qualifications shall be submitted in sealed envelopes and labeled with the Project Title. Respondents must submit one (1) unbound original response, four (4) additional hard copies, and a CD or jump drive with an electronic copy.

SUBMIT PROPOSAL TO:

Terry Muralt, Purchasing Agent
City of Beaverton
Purchasing Division – Finance Department
Fourth Floor of The Beaverton Building
12725 SW Millikan Way
PO Box 4755
Beaverton, OR 97076
503-526-2229

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1. Partnership and Development Opportunity

The Creekside District at Beaverton Central is primed for redevelopment. A recent community-based master planning process resulted in a vision of the district as a vibrant, mixed-use, transit-oriented downtown neighborhood, where people enjoy easy access to the natural environment, safe and reliable transportation and parking systems, and opportunities for jobs, housing, and entertainment. The planning process has also put into place policies and incentives to facilitate the desired redevelopment of the district, creating the foundation for successful public-private partnerships. The city is now leading initial redevelopment efforts to make the Creekside vision a reality.

The city seeks a development partner for an approximately 4-acre publicly-owned parcel in the core of the Creekside District. The site is currently jointly owned by Metro (the Portland area's regional government) and the City of Beaverton. It is adjacent to the Beaverton Central light rail stop, Beaverton City Hall, office buildings, and a mixed-use condominium development. The parcel is commonly called the Westgate site in reference to the former Westgate Theater.

The site is vacant and ready for construction. Its development is among the top priorities in the Central Beaverton Urban Renewal Plan. The city's Capital Improvement Plan prioritizes public improvements throughout the Creekside District and surrounding area. The city is currently investing in a roadway extension, bridge, and streetscape improvements to Rose Biggi Avenue, which serves the Westgate site on its eastern edge. The city is also preparing to make other public improvements to support multi-modal access to the site, including a trail along Beaverton Creek, through the Beaverton Transit Center, and south to the existing Fanno Creek trail.

The city intends for the redevelopment of the Westgate site to further the goals of the Creekside District Master Plan: to contribute to a seamless, high-quality urban environment; take advantage of proximity to transit; create a lively and attractive destination that includes public open space plazas; and catalyze redevelopment on adjacent properties.

Public conversations about the use of this site have been ongoing for some time. The Creekside Master Plan identified Westgate as the district's best and most catalytic development parcel, noting that it is an excellent location for transit-oriented, mixed-use development. Several site development scenarios were evaluated through the Master Plan process. No specific development program for the site is recommended at this time.

This RFQ requests that respondents propose a development program with a mix of uses for the site. Responses should consider the stated goals for the site's development in its larger urban context and in the context of the following public interests for the District as a whole:

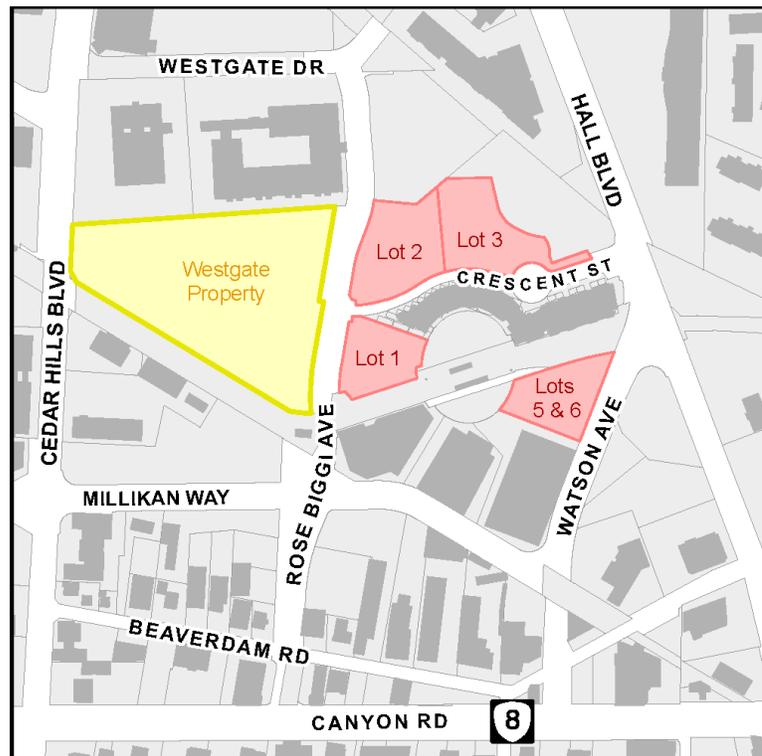
- An expectation that development will include a vibrant mix of uses
- An expectation that development feasibility is a central concern for any development
- A desire for more residential development in the Creekside District

"The District Vision depicts a home to many people, with urban-style apartments and condos providing a variety of housing options. A lively retail and dining atmosphere entertains visitors and residents alike. Office workers commute to the District from destinations around the city and Metro region. The once disconnected and confusing street grid has been filled in, so it's easy to get here – either by car, foot, transit, or bike. Parking is plentiful for cars and bikes, both on street and in shared parking lots and garages. Beaverton's creeks are clean and healthy waterways, and create scenic views from nearby bike and walking paths."

From the Creekside District Master Plan and Implementation Strategy, 2014

- A need for tax increment generation in the Central Beaverton Urban Renewal Area
- A need to address parking holistically in the Creekside District to support a more urban development form
- A desire for an Arts and Culture Center (ACC) to locate in or near the Creekside District; this site is one of several potential locations
- A desire for public open space and plazas in the district
- A stated public goal of supporting the growth and success of small and/or minority-owned businesses currently in the Creekside District as the area changes and grows
- A desire to catalyze development of nearby vacant parcels or the redevelopment of underutilized properties not controlled by the city
- A desire for a coordinated public outreach effort throughout the course of the project

The city recognizes that development on the Westgate site cannot fulfill all of these interests, and seeks creative approaches to the site and, potentially, surrounding sites. The city owns or controls other parcels in the district that could facilitate development of the Westgate site. For example, the city is under contract to acquire ownership of Lot 3 at The Round at Beaverton Central this calendar year. The parcel is approximately 0.86 acres in size and is located about 200 feet to the east of the Westgate site. The city is open to development proposals offered in partnership with other property owners, so long as the proposed development meets the city's larger objectives for the Creekside District.



The successful partner will engage with the city in a predevelopment period to create a shared vision for the site. The proposed development must be achievable and advance the vision, goals, and objectives of the Creekside District Master Plan. This will require the successful partner to bring considerable skill, knowledge, and experience about the creation of vibrant urban areas to the conversation.

This RFQ will result in the city and the selected development team entering into an exclusive negotiation agreement (ENA) for a period of six months, renewable for up to two additional six-month terms for a total of 18 months. During the ENA period, predevelopment activities will be undertaken according to an agreed-upon work plan. These activities would likely include, but not be limited to: creating a project vision and implementation strategy, evaluating options for providing parking structure(s) on the site and negotiating cost-sharing agreements, evaluating funding options for an ACC, completing necessary site analyses and market assessments, engaging stakeholders to gauge community support for particular programming, preparing conceptual designs of the project, and refining budgets, pro-formas and finance plans. During the period of the ENA, the development team

and the city will have access to predevelopment funds to offset some of the cost of predevelopment activities. The amount and permitted use of these funds are described in more detail later in this RFO.

At the end of the period of the ENA, the city expects to enter into a Disposition and Development Agreement (DDA) or similar dispositive agreement with the selected development team for the financing and development of the Westgate property. Execution of any agreement will be dependent on formal action of the Beaverton City Council.



Some of the prizes, awards, and recognition the city has received in recent years include:

- **Safest City in Pacific Northwest (2007-2014)** – CQ Press
- **Mayors' Climate Protection Award** – U.S. Conference of Mayors
- **100 Best Places to Live in America** – Money magazine
- **One of the Best Places to Raise Kids** – BusinessWeek magazine
- **Top 25 Suburbs for Retirement** – Forbes.com
- **100 Best Walking Cities in America** – Prevention magazine
- **Tree City USA** – Arbor Day Foundation
- **Bicycle Friendly Community (Bronze Award)** – League of American Bicyclists
- **Green Power Community** – Environmental Protection Agency

2. Site Context & History

2.1 The Community

The City of Beaverton is a mid-sized suburban city located immediately west of Portland, Oregon. The Portland metropolitan area boasts a population of approximately 2.3 million, with over 475,000 living in eastern Washington County. About 93,000 people call Beaverton home. The Westgate site is located seven miles from downtown Portland and 20 miles from the Portland International Airport or eight miles from Hillsboro airport, all of which are easily accessed via multiple modes of transportation: highways and roadways, light rail lines, and bicycle and pedestrian facilities. The site is adjacent to the Beaverton Central light rail station, which interconnects with excellent transit service throughout the greater



Portland metropolitan area. Major employers in and around Beaverton include Nike, Intel, Tektronix, Cascade Microtech, Columbia Sportswear, Providence St. Vincent Hospital, as well as many high tech companies .

Beaverton is a vibrant and welcoming city that has been recognized for its livability, sustainability and fiscal management. Beaverton is also a diverse community - more than 90 languages are spoken in Beaverton's schools. The workforce is highly skilled and educated, with world-class expertise in biotech, advanced manufacturing, research and development, product innovation and design, software development, and food processing. More than 5,000 businesses are located in or around the city. Beaverton is consistently recognized nationally as a great place to live, work, and play.

2.2 The Site



The city has owned the Westgate site since 2005, when Beaverton and Metro purchased and later demolished the Westgate movie theater. An intergovernmental agreement (IGA) was approved by both jurisdictions and a competitive development solicitation followed in 2007. Unfortunately, no feasible development opportunity could be identified, and the IGA between Beaverton and Metro expired. A revised IGA has been signed by leadership, approved by both Metro and the city, and it is expected to be fully effective prior to April 30, 2015.

The revised IGA gives the city unrestricted authority to negotiate with the selected development team and provides for Metro's property interest to be conveyed to the city. In addition, Metro will evaluate any application by the selected development team for Transit Oriented Development investment eligibility.

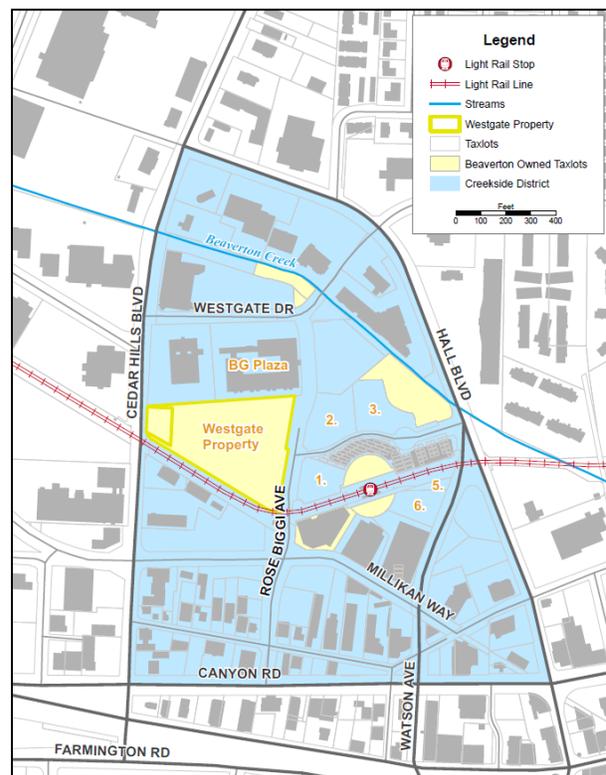
The site includes two parcels identified as Washington County Assessor tax lot: 1S1 16AA 6850 and 1S1 09DD 400 and an address of 3950 SW Cedar Hills Boulevard. The site is currently vacant, though it is used for staging and temporary parking during the Rose Biggi Avenue road and bridge construction, and material storage for another nearby bridge construction. The site will be clear of materials the summer of 2015.



2.3 Surrounding Uses

The Westgate site is located in the core of the Creekside District and is the largest property the city owns in the 50-acre district. On its western frontage, the site abuts Cedar Hills Boulevard, with auto dealerships on the opposite side of the street and Cedar Hills Crossing to the north. The light rail line, small businesses, and two restaurants are located to the south of the site; an office building and restaurants are located along the northerly property line. To the east of the site is Rose Biggi Avenue and The Round, a mixed-use commercial/residential development, which includes the city-owned Beaverton Building (housing Beaverton City Hall), light rail station, offices, condominiums, restaurants, parking facilities, and two public plazas. The two plazas are home to many community events that regularly draw people to the area. More detailed information about The Round and parking in the district are provided below and in the Appendix.

While it struggled in its early years, today The Round, which surrounds the Central Beaverton light rail station, is becoming increasingly vibrant.





In 2012, the City of Beaverton purchased the five-story, 108,000 square foot office building at the northeast corner of Millikan Way and Rose Biggi Avenue. In 2014, the city moved city administrative services into three floors of the building. The remaining floors include a floor of executive suites (managed by the city) and a floor of private tenants. There are currently no vacancies in the building. In 2012, ScanlanKemperBard Companies (SKB) purchased the five-story, approximately 100,000 square foot Watson Building, which includes a 24 Hour Fitness center and office space, a 400-space parking garage with ground floor commercial, retail space under the 65-unit The Lofts Condominiums, and five vacant lots (identified on the map on page 8 as Lots 1, 2, 3, and 5/6), which are surface parking lots serving the development. The Lofts Condominiums are separately owned by individual homeowners.

A disposition and development agreement between the city and SKB provided for SKB to transfer Lot 3 to the city. The property is encumbered with parking easements benefitting the Lofts Condominium Owners. Any future development of Lot 3 will require replacement of this parking. The transaction between SKB and the city is expected to be completed within the year.

Two public plazas flank the light rail station platforms. The most recent in completion is the South Plaza, sponsored by the Beaverton Arts Commission (BAC), and jointly funded between the city, SKB, and BAC. The plaza includes a Devin Laurence Field sculpture entitled "Three Creeks One Will" and sidewalk monument markers celebrating Beaverton's Sister Cities around the globe. The sculpture represents the confluence of Hall, Beaverton, and Wessinger (a.k.a. Messinger) Creek. (The restoration of the creeks' habitat in an urban landscape is an essential priority of the Creekside Master Plan and Implementation Strategy, the Beaverton Community Vision, and the Beaverton Civic Plan.) The North Plaza is comprised of a small amphitheater, fountain, and patio and regularly hosts highly anticipated and well attended summertime evening events sponsored by BAC.



3. Key Planning Documents

City planning efforts that provide useful background include the following documents.

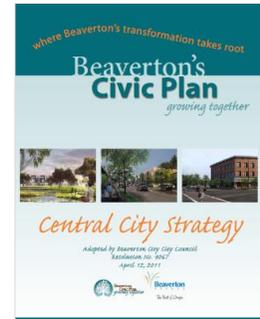
3.1 Beaverton Community Vision

Between 2008 and 2010, more than 5,000 residents helped craft the [Beaverton Community Vision](#), which emphasizes greater connectivity, economic opportunity, and environmental sustainability, and provides guidance for city investments, resources, and community efforts towards realizing the vision's goals. The Beaverton Community Vision, which is being updated in 2015, reflects goals and ideas shaped by the people of Beaverton.



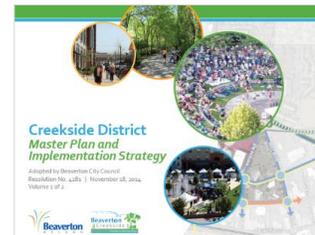
3.2 Beaverton Civic Plan

The City Council adoption of the [Beaverton Civic Plan](#) in 2011 built on the Community Vision work already completed by establishing strategies to implement the Vision. The Civic Plan's three strategies include: a Central City Strategy, a Land Use and Transportation Strategy, and a Housing and Neighborhoods Strategy. The strategies establish a set of tools and partnerships for bringing many of the most critical and immediate elements of the Community Vision to life. The Central City Strategy is the basis for creating the Creekside District Master Plan and Implementation Strategy.



3.3 Creekside District Master Plan and Implementation Strategy

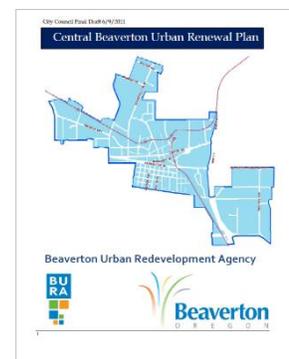
In fall of 2014, the Beaverton City Council adopted the [Creekside District Master Plan and Implementation Strategy](#). This Master Plan is the result of nearly three years of in-depth outreach, analysis, and planning effort for the approximately 50-acre Creekside District. The Master Plan is the key planning document to help Beaverton realize the vision of the Creekside District. The Plan is intended to provide certainty for private-sector redevelopment investment, clarity about how the area could evolve into a more vibrant and resilient mixed-use district and guidance that prioritizes implementation actions for the city and its partners.



3.4 Central Beaverton Urban Renewal Plan

Beaverton citizens approved an urban renewal district in November 2011. The subject site is within this district. Although the growth in tax increment financing (TIF) is in its early years, the Beaverton Urban Redevelopment Agency Board expects to begin making expenditures for programs and projects soon.

The [Central Beaverton Urban Renewal Plan](#) allows up to \$150 million in maximum indebtedness that could be incurred under the plan over a 30-year period.



Purposes of the Central Beaverton Urban Renewal Plan are to:

- Encourage improvement of older blocks and buildings
- Provide incentives to increase property values through private investment
- Fund infrastructure projects, such as road, water, and sewer projects, and parking structures
- Make downtown more usable for pedestrians and bicyclists
- Support business investment, housing creation and job growth

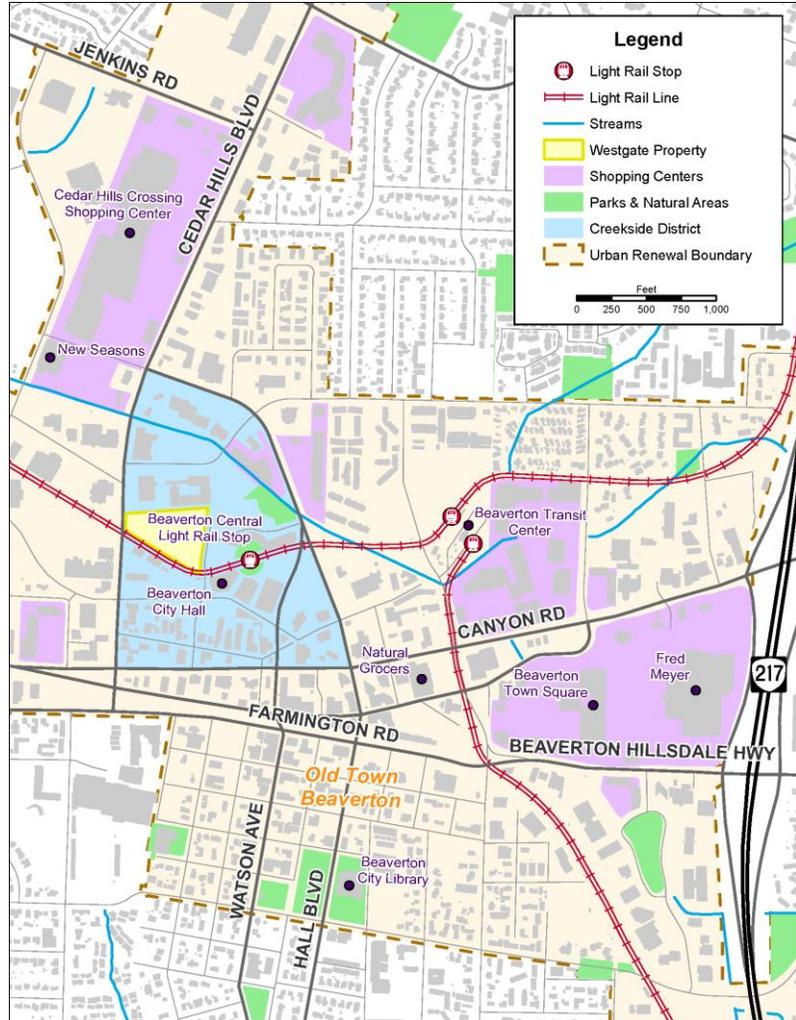
4. Development Considerations

The section describes the existing land use, soil, environmental, utility, and transportation conditions.

4.1 Zoning and Permitted Uses

All parcels subject to the RFQ are zoned Regional Center – Transit Oriented (RC-TO). This zone is intended to promote a high density, transit-supportive, multiple-use land use pattern, and create a pedestrian-oriented commercial center in proximity to light rail transit stations while supporting existing and future businesses in moving toward and achieving the vision of the Regional Center.

The RC-TO zone permits and conditionally permits a wide range of uses, including but not limited to Residential, Commercial, Office, Civic, Hotels, and Parking Facilities. Maximum building height is 120



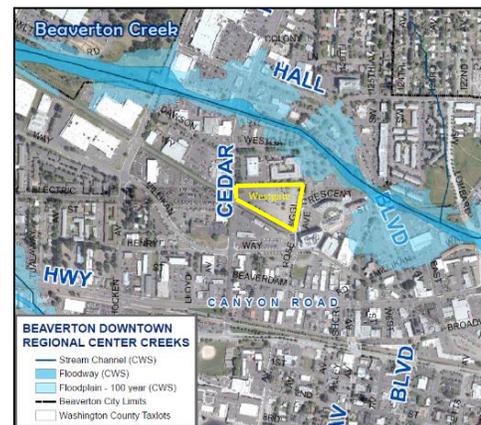
feet. A mixed-use development has a minimum floor area ratio (FAR) of 0.60. Residential-only developments have a maximum of 60 units per acre; there is no maximum FAR if residential is part of a mixed-use development. Setbacks allow for buildings up to the street frontages. In conjunction with the zoning allowances, the Creekside Master Plan identifies specific public improvements that the city would like to achieve, including a streetscape concept along Rose Biggi Avenue and Crescent Street. Implementation of the Creekside work includes future Development Code modifications to reflect the recommendations of the Master Plan.

4.2 Soil Conditions

Beaverton has a high water table and clay soils. With the close proximity of Beaverton Creek and significant foundation requirements for the mid-rise buildings at The Round, soil conditions may create some limitations without amendments or engineered construction techniques. Included in the appendices are a 2005 Westgate site Phase I and Limited Phase II Environmental Assessment Report and a variety of Geotech studies and analysis on and around the Westgate site. The ACC Site Assessment Report also notes soil conditions around Lots 2/3 of The Round.

4.3 Floodplain

An existing 100-year floodplain is located in the vicinity; however, the Westgate site is not affected by the 100-year floodplain. As a district, the Creekside Plan contains several suggested strategies that may mitigate some of the development restrictions inherent with floodplain management. The city expects changes in the National Floodplain Insurance program and related regulations within the next few years.



4.4 Infrastructure

4.4.1 Central Plant

A district heating and cooling central plant is located in The Beaverton Building, providing heating and cooling to all the properties at The Round. To meet the policy objectives of the Central Plant and to maximize its full capacity, any proposed development at the Westgate site is expected to utilize the Central Plant at a rate to be agreed upon through the DDA. Existing lines are stubbed at the southeast corner of the Westgate site.



4.4.2 Water

The site is served by two 12-inch City of Beaverton ductile iron water pipes. One is located west of Crescent Street; the other is located in the northwest corner of the subject property. There are two fire hydrants located on Rose Biggi Avenue and one hydrant on Cedar Hills Boulevard.

4.4.3 Storm

The site is served by a 15-inch storm pipe located in the northeastern corner of the property. The pipe is connected to a temporary water quality swale that can be removed and replaced with another water quality facility that meets Clean Water Services requirements for site redevelopment. This temporary swale provides water quality treatment of the site. The site is also served by a 15-inch storm pipe

located along Rose Biggi Ave, west of Crescent Street. There is also an 18-inch storm pipe located in the outer northbound lane in Cedar Hills Boulevard.

4.4.4 Sanitary

The site is served by one 8-inch sanitary sewer pipe located along Rose Biggi Ave, west of Crescent Street, and two 6-inch sanitary sewer pipes (laterals) from the main line in Rose Biggi Avenue, one located 100 feet south of Crescent Street and one 200 feet north of Crescent Street. A Clean Water Services 24-inch sanitary sewer trunk line is parallel to the south property line and located in the pedestrian path on the north side of the light rail tracks. There is no sanitary sewer line in Cedar Hills Boulevard.

4.4.5 Other

Gas, power, telephone, and cable points of connection are located along the west side of Rose Biggi. A gas stub is located on the west side of the property in the north driveway.

A recent survey of underground utilities on the Westgate and The Round sites as well as a variety of as-builts are provided in the appendix.

4.4.6 Access

Two existing driveways are located on Cedar Hills Boulevard. Due to the proximity to the light rail crossing, any access to Cedar Hills Boulevard from the site will likely be from a right-in/right-out entrance at the northwestern corner of the site. There is one existing driveway on Rose Biggi located at the northeasterly corner of the property. The Creekside Master Plan recommended that a signature intersection for the district should be located at the current Rose Biggi/Crescent intersection, with Crescent extending into the site and connecting to Cedar Hills Boulevard at the northerly corner. (See photo simulation of the Rose Biggi/Crescent intersection to right.) Approximately 15 feet of right-of-way dedication may be required on Cedar Hills.

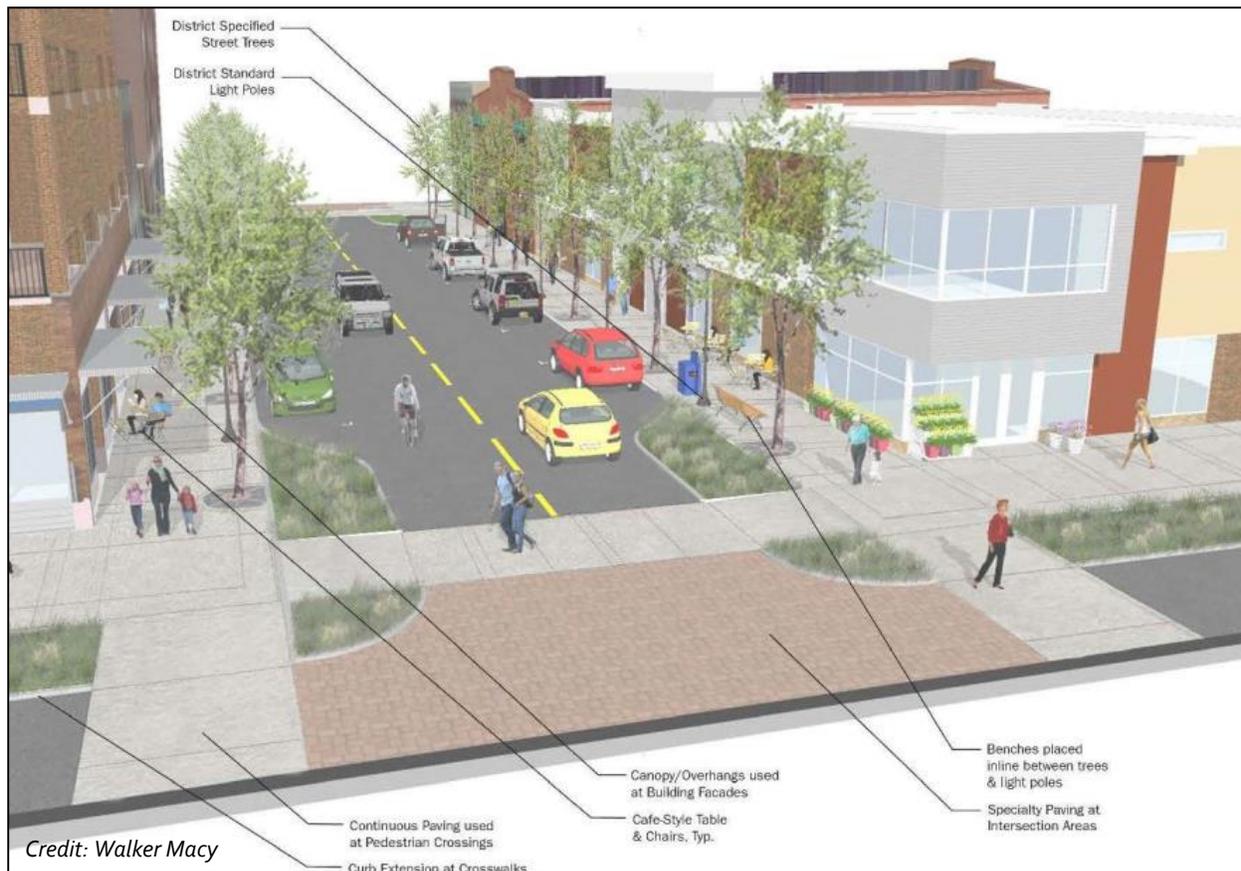
A new intersection at Cedar Hills Boulevard, Dawson Way, and Westgate Drive is included in the city's capital improvement plan and will improve access to the subject site.

The city's Development Code identifies Rose Biggi and the extension of Crescent Street through the Westgate site as Class 1 Major Pedestrian Routes, and Cedar Hills Boulevard as a Class 2 Major Pedestrian Route. The Creekside Master Plan has identified Rose Biggi Avenue and the future Crescent Street as Pedestrian Corridors. From both a Development Code and Creekside Master Plan perspective, future development will need to provide a high-quality pedestrian environment that supports a lively, well-designed Creekside District. As illustrated on page 17, desired elements will include wide sidewalks, buildings with active ground-floor uses (e.g. retail, dining), street furniture, lighting, and other amenities.



TriMet's MAX Blue Line light rail serves the area with the Beaverton Central platform located at the center of The Round development. The Blue Line directly serves Portland, Gresham, and Hillsboro with multiple transit center stops, including the Beaverton Transit Center one stop east of the Beaverton Central station. The Beaverton Transit Center, four blocks directly east, includes the Blue and Red light rail lines, WES (Westside Express Service) commuter line, and 11 bus lines. The Beaverton Transit Center has the greatest ridership of all TriMet transit centers. The Red Line connects directly to Portland International Airport. TriMet expects the Red Line to extend to the west in the near future. A direct pedestrian connection, as a part of the Crescent Trail along Beaverton Creek, from Beaverton Central to the Beaverton Transit Center is in development.

TriMet bus service is located along the southern (Canyon Road) and northern (Hall Boulevard) boundaries of the Creekside District.



4.4.7 Environmental Considerations

A Hazmat Investigation Phase I and limited Phase II Environmental Site Assessment was completed by GeoDesign, report dated October 28, 2005. The report concluded that no further investigation of the site was needed. The report is included in the Appendix.

5. Market Analysis Summary

As part of the Creekside Master Plan, ECONorthwest completed a market analysis of the District (this report is included in the appendix to this RFQ). While some of the data in the analysis are somewhat dated, the larger trends remain relevant. Among its findings:

- **Demographics:** Beaverton has a mix of household income levels. It has a relatively high percentage of households at the high end of the income spectrum, with incomes greater than \$150,000 per year. It has a relatively low percentage of middle-income households - those with incomes between \$50,000 and \$150,000. Compared with Washington County and the Portland metropolitan region, Beaverton's population has higher education and median household income levels.
- **Employment:** Overall employment trends in Washington County are strong. Washington County weathered the recent economic downturn better than much of the country and the state. Large employers, including Nike and Tektronix, are located near the Creekside District.
- **Rental housing:** New products in the Creekside District could command relatively high rental rates. The area is already popular with younger residents (between the ages of 25 and 34) and it is well positioned to attract future residents in this age group. The greatest concentration of new demand for rental units will be in households that are able to afford a maximum rent of between \$1,000 and \$1,200 per month. A separate market study by ECONorthwest on a property near the Creekside District found that some units with the right mix of amenities could achieve as much as 1.80 per square foot, or about \$1080 for a 1-bedroom 600 square foot unit.
- **Ownership housing:** The Creekside District study area's locational advantages for relatively high-density ownership housing give it a comparative advantage over other parts of Beaverton. The market analysis finds that the likely price point for ownership product in the Creekside District would be about \$200,000.
- **Retail:** The Creekside District has excellent access to major thoroughfares and the extensive retail offerings nearby indicate it is a good location for retail. Despite its locational advantages, as the area transitions to a more urban development form, the success of retail in the Creekside District is tied to the viability of other uses (especially residential) in the area. The most viable forms of retail in the future will be:
 - **Ground floor retail space.** Given the large existing supply of retail space in the vicinity, new retail space should be limited to ground-floor space and potentially top floor restaurants.
 - **Retail uses that serve surrounding households and employees.** Demand for pedestrian-oriented retail, as is offered in the buildings in The Round, depends on a busy office sector and nearby households. The Round currently offers retail space that will thrive into the future, including restaurants and an athletic center.
- **Office:** The office space market in the Creekside District study area has recently seen some improvements in its vacancy rates, and an updated look at the office market is warranted. The city has commissioned a city-wide office and industrial market analysis which is expected to be complete this spring.

6. Partnership Opportunities and Resources

The city is interested in working with a development partner who has a proven track record of successful public-private partnerships involving multiple sources of public and private funding and finance. The city has identified various federal, state, local, and private development tools that potential development teams and the city may use to maximize the feasibility of the desired development program. These tools may apply to public infrastructure, civic uses, or vertical development in the area, depending on financial need and the mix of uses proposed, as described in Exhibit 1.

Exhibit 1. Possible Tools and Partners

Tool	Partner	Description/Eligibility	Possible Partnership Opportunity
Urban Renewal TIF Funds	COB / BURA	Adopted in 2011, Beaverton’s urban renewal area encompasses the entire Creekside District. Urban renewal tax increment funds can be invested in the form of low interest loans and/or grants for a variety of capital investments. In Beaverton, TIF funds cannot be used for public amenities such as parks, but may be used for road and streetscape improvements and parking structures. Funds have been limited but growing as economy recovers. More info: http://www.beavertonoregon.gov/index.aspx?NID=1065	Redevelopment projects, capital improvement loans, streetscape improvements
District Parking	COB / BURA	The city recognizes that Creekside requires a parking structure that will serve more than the immediately-adjacent properties, and is prepared to negotiate cost sharing and potential public ownership of the structure with a development partner. (See Appendix)	Parking facility
Transit-Oriented Development Program	Metro	Metro provides grants for development project funding to stimulate construction of higher-density and mixed-use projects near transit. More info: http://www.oregonmetro.gov/tools-partners/grants-and-resources/transit-oriented-development-program	Mixed-use/high density housing development; possibly other qualifying uses
Public Land Value	COB / Metro	The Westgate site is publicly owned, and some or all of it could potentially be written down if needed to achieve public goals. Further, the city will own Lot 3 of The Round by the end of the year. The lot carries parking encumbrances, but if those encumbrances are addressed, some or all of that parcels could also be included in a negotiating process to achieve public goals.	Some possible land write-down could be negotiated through a DDA
Support for infrastructure	Washington County / COB depending on source	Funding sources could be Transportation Development Tax, systems development charge, general fund, or other sources.	Funding source for infrastructure needed for site access
Local Improvement District	COB	The formation of a Local Improvement District can be established in order to share the cost of various infrastructure improvements.	Funding option for infrastructure improvements
Parks Management	COB or THPRD	Capital and operation/maintenance costs associated with any new parks and/or public open space may be shared among public and private partners.	Parks and open space
Affordable Housing Tax Exemption Program	COB	This program provides a 100 percent property tax exemption to non-profit housing providers that rent to residents that earn less than 60 percent of the area median income. More info: http://www.beavertonoregon.gov/DocumentCenter/View/7061	Only for eligible affordable housing projects

Vertical Housing Tax Credits	COB/ State	This site is within Beaverton's VHTC area. This program supports mixed-use projects to encourage dense development by providing a partial property tax exemption on increased property value for qualified developments, with a maximum property tax exemption of 80 percent over 10 years. An additional exemption on the land may be given if some or all of the residential housing is for low-income persons (80 percent of area is median income or below). Beaverton's program: http://www.beavertonoregon.gov/index.aspx?NID=1214	Multi-family housing
New Market Tax Credits	NMTC Allocatee (CDE, or Community Development Entity)	This program attracts capital investment to low-income communities by allowing investors to receive a tax credit (against their federal income tax) in return for equity investments in Community Development Entities, which invest in low-income communities. The tax credit is 39% of the original investment, claimed over seven years. The District is within a qualified Census tract.	Qualified developments
Transportation Demand Management	COB	The city is interested in exploring a transportation demand management program in the District to maximize the use of the MAX light rail system, provide information on transportation alternatives, and manage on- and off-street parking efficiently. The city would like to discuss this concept, including the possibility of paid parking, and updates to existing parking Code, with potential development partners.	Management of parking facilities and transportation options in the area
Enterprise Zone Property Tax Abatement	COB	The property is inside of Beaverton's Enterprise Zone, and as such, businesses may be able to access property tax abatements. More information here: http://www.beavertonoregon.gov/index.aspx?nid=1136	Abatement on the assessed value of certain qualified property improvements including investments in E-Commerce
Community Development Block Grant (CDBG)	COB	This program can be used to support affordable housing projects. Specifically, applicants could utilize CDBG funds to help with Infrastructure projects. The property is located within a qualified CDBG area.	Only for eligible affordable housing projects
ACC Business Plan	Public/ Private Fundors	The Arts and Culture Center Preliminary Business Plan has identified various funding sources including private individual donations, foundation support and public funding options. In addition, the city has received a \$50,000 National Endowment for the Arts grant and committed an additional \$100,000 of city funds to refine the ACC program and complete initial design of the facility. (See appendix.)	Arts and Culture Center partnership
Support for environmental review	COB / Metro	A Hazmat Investigation Phase I and limited Phase II Environmental Site Assessment was completed by GeoDesign, report dated October 28, 2005. The report concluded that no further investigation of the site was needed. (See appendix.)	Environmental site assessment
Business Programs	COB	The city's Economic Development Division provides enhanced Permitting & Planning Assistance, Workforce Assistance, and Export Assistance. More info: http://www.beavertonoregon.gov/index.aspx?NID=178	City has a variety of business incentives

7. Submission and Evaluation Process

7.1 Requirements and Criteria

Written responses should be succinct. There is no formal page limit on the length of a response, but the city suggests that responses not exceed 25 pages, excluding appendices. Resumes, cut sheets, and other marketing materials may be included in an appendix.

The requirements and criteria stated below guide respondents to provide their best preliminary ideas about development for the site. The city is not interested in reviewing unrealistic development proposals. Rather, it seeks to select the team with: (1) the most creative and compelling vision for meeting the public goals for the district; (2) the most honest appraisal of feasibility for that development; and (3) the most strategic and targeted approach to pairing public funds and resources with private investment in development. Content must be organized in the following order:

Exhibit 2. Submittal Requirements

Proposal Section	Submittal Requirements	Suggested page limits	Total points
Cover letter	Define lead entity and team members; highlight key components of the team’s vision for the site. Indicate authorized contact and signatory.	2 pages	0
Vision for site	<p>Describe your proposed preliminary development program for parcels utilized. Include estimated number of units and square feet of each use, number of parking spaces (including number potentially shared), and a simple site diagram or massing study identifying the location of buildings and access to the site. Do not include architectural renderings or other detailed visualizations.</p> <p>Describe why you believe this development program is the best solution for the Westgate site and the District. Be specific about why you chose to include or not include the Arts and Cultural Center in your development program. Please also be specific about why you chose to include or not include the city-controlled Lot 3 or any other parcels in the development program. Do not include any parcels that your team (or the city) does not control in some way.</p> <p>Describe how the development program furthers the goals of the Creekside Master Plan. Note that those goals include TIF generation, ability to catalyze development on adjacent sites, contributions to a vibrant mixed-use community, and high-quality urban environment.</p> <p>Identify what you see as key development challenges.</p>	8 pages	20
Financial capacity of team	<p>Provide evidence of the team’s financial capacity to complete the proposed development. This could include audited year-end financial statements from all relevant team members, financial statements from successfully completed past projects, or letters of interest from investment partners.</p> <p>If any information that is provided in this section is proprietary, please clearly label it as such so that it may be kept confidential. Confidential materials will be returned.</p>	As needed	20
Financial feasibility of vision for site	<p>Provide your preliminary thoughts regarding sources (equity and debt, public and private) and uses for achieving your proposed development program, minimizing public investment to the degree practical. As available, provide any non-binding letters of support from financial partners in an appendix. Please be clear about the degree of control that your development team has attained over sites that are not publicly owned, if they are included in your proposal.</p> <p>If your team or any member of your team will function as a fee developer, please provide your current thinking about the proposed fee. If any information that is provided in this</p>	2 pages	10

	section is proprietary, please clearly label it as such so that it may be kept confidential. Confidential materials will be returned.		
Experience with similar public-private partnership	Describe your team’s experience with the successful implementation of projects that involve public-private partnerships, with special attention to the following elements of the process: <ul style="list-style-type: none"> Public and adjacent property owner/stakeholder engagement. Refining a development program in collaboration with a public entity. Successfully accessing the funding sources, including those described in the financial resources section above. Development at a similar scale and in similar urban contexts. If an Arts and Cultural Center is included in your development program, provide specific examples of similar projects and provide evidence of experience working with private fundraisers. Public benefit received from previous development projects.	4 pages	20
Experience of development team	Provide an organizational chart for your team that identifies: <ul style="list-style-type: none"> The individual who would be authorized to negotiate on behalf of the team The individual who would be responsible for coordinating all team activities during due diligence, including site planning activities Minority, women and emerging small business representatives on team Experience with LEED certified or other sustainable development Experience entering into and fulfilling Community Benefit Agreements Provide evidence of the team’s qualifications to implement the proposed development program. Resumes for key personnel should be provided in the appendix.	7 pages	20
References	Please provide contact information for three references, preferably from public sector development partners and private partners who worked on similar public-private partnership projects. References will be contacted and responses scored for all respondents.	1 page	10
Appendices	Appendices should include supporting material to supplement responses to the questions above. There are no requirements for contents of appendices and the contents are not scored separately. If included in the appendices, these materials will enhance your team’s score on the sections described: <ul style="list-style-type: none"> Resumes for key personnel (will enhance score on experience of the development team) Non-binding letters of support from financial partners (will enhance score for financial resources section of proposal) Example financials from a completed project (will enhance score for financial resources section of proposal) Other materials that may be provided: <ul style="list-style-type: none"> Images of similar completed projects Testimonials from partners or stakeholders Other materials as desired	No limit	0
TOTAL		25 pages plus appendices	100 points possible

7.2 Predevelopment Funds and Services Available

The city expects this RFQ will result in the city and the selected development team entering into an ENA during which predevelopment activities can occur. During the period of the ENA, the development team and the city will have access to predevelopment funds to offset some of the cost of predevelopment activities, as follows:

- In recognition of the fact that the development is expected to meet significant public policy goals, the city will provide up to \$75,000 in predevelopment matching grant funding

for a defined scope of work, to be expended during the ENA period. The scope of work will be negotiated with the successful respondent, but is expected to be available to refine all elements of the development program including an understanding of public and shared parking design, needs and costs, and overall private development program and feasibility. The ENA will have milestones and descriptions of deliverable products in order to receive the funds.

- If an Arts and Culture Center (ACC) is included in the development program, the city may have access to additional funding to support predevelopment tasks necessary to furthering design for the building and refining the approach to funding construction, operations, and maintenance. Significant third-party private capital funds may be available to support construction of the building through a capital campaign. Community leaders are currently in the early stages of organizing this capital campaign.
- In addition to the predevelopment funds throughout the predevelopment and development process, the city will provide technical assistance to the selected development team.

7.3 Proposal Submittal Addresses and Number of Original and Copies

Submissions in response to the RFQ shall contain one signed original and four complete paper copies. Submit the proposal and four copies in one sealed envelope. Please also include a CD or jump drive with an electronic copy of the submittal in the same envelope. The name and address of the proposer must appear on the outside of the envelope. Additionally, in the lower left-hand corner of the outside envelope print or type the following:

BEAVERTON CENTRAL CREEKSIDE REDEVELOPMENT
Close: May 8, 2015 @ 2:00 PM

Proposals delivered by the U.S. Postal Service shall be addressed and mailed to:

Terry Muralt, Purchasing Agent
PO Box 4755
Beaverton, OR 97076

Proposals delivered by a delivery service other than the U.S. Postal Service shall be addressed and delivered to:

Terry Muralt, Purchasing Agent
12725 SW Millikan Way
Beaverton, OR 97005

Questions must be directed to Terry Muralt at 503-526-2229, tmuralt@BeavertonOregon.gov, who will work with staff to respond. All answers will be shared with all potential respondents via an FAQ.

Refrain from contacting the Mayor, City Council or Planning Commission regarding the content of this solicitation.

Under exigent circumstances, proposals may be addressed to Terry Muralt, Purchasing Agent, and hand delivered to any clerk at the Finance Department's utility billing counter located on the fourth floor of The Beaverton Building, 12725 SW Millikan Way, Beaverton, Oregon. Hand delivery to any other location in City Hall will delay the official receipt of the proposal by the city's Purchasing Agent. Proposals received after the designated time and date will be returned unopened. **The city does not accept proposals delivered by e-mail or facsimile transmission.**

7.4 Evaluation Schedule, Process, and Award

Following is the expected schedule for review of proposals and selection of the successful proposer, subject to change. Details regarding the selection process and schedule follow.

- March 20, 2015: RFQ released
- April 7, 2015 (9:00 am): Non-mandatory pre-proposal meeting
- May 8, 2015 (2:00 pm): Responses due
- May 11-15, 2015: Evaluation of responses by review committee
- May 18-22, 2015: Possible interviews, if needed
- May 25, 2015: Review Committee recommendation of best-qualified development team to City Council.
- June 2015: Council selection based on recommendation of the review committee
- June 2015: Council authorization of Exclusive Negotiations Agreement (ENA)
- July 2015: Commence ENA period

7.4.1 Process

Upon receipt of submitted materials, a review committee will evaluate and rank all responsive submittals to determine which development team is most qualified. The city anticipates if two or more development teams have a reasonable chance of being determined the best-qualified development team for this particular site, interviews will be scheduled with each of the top-tier development teams to gather more information relevant to the evaluation of qualifications. Development teams not selected for the top-tier interviews will be notified in writing of that determination.

Following interviews with the top-tier development teams, the evaluation team will reevaluate and rank the development teams to determine which team is most qualified to develop this particular site. Scores from the original evaluation will not carry over or affect scoring following the interviews.

The decision to engage in negotiations or discussions with the top-tier development team is made at the sole discretion of the city based on its reasonable judgment. The city reserves the right to negotiate with the second-ranked proposer if the period of the ENA expires without leading to a successful agreement with the first-ranked proposer.

7.4.2 Award

The selection of a development team is not final until approved by the Beaverton City Council.

8. Disclaimer

All factual information provided in this request for qualifications is believed to be accurate and reliable; however the information is provided without warranty of any kind whatsoever, either express or implied. In no event will the City of Beaverton, or its contractors, or their respective employees or agents, be liable in contract, tort, strict liability, warranty or otherwise for any special, indirect, incidental, consequential or non-economic damages resulting from or in any way related to this request for qualifications, such as, but not limited to, delay, disruption, loss of product, cost of capital, loss of anticipated profits or revenue, or loss of use of equipment or system.

9. Appendices

Development teams should review documents included in the Appendices available at this link: <http://apps.beavertonoregon.gov/Bids/westgate.aspx>. Appendices include:

- Beaverton Community Vision
- Beaverton Civic Plan
- Creekside District Master Plan and Implementation Strategy
 - Volume I
 - Volume 2 – Appendices (draft relevant documents to be adopted at a later date)
 - Analysis of Opportunities and Barriers to Development
 - Core Area Focus Group Memo
 - Parking Strategy Recommendations
 - Streetscape Guidelines
- City Council Roundtable: January 27, 2015 Westgate Discussion
- City Council Meeting: March 17, 2015 IGA Approval
- Intergovernmental Agreement (IGA), Metro and City of Beaverton, 2015 draft
- Title Trio (Parcel #R0057280 & R0057271), 2015
- Development Code
 - Zoning Specific: Chapter 20 (Note: The site is in the Regional Center-Transit Oriented zoning district. RC-TO, which starts on page LU-30)
- Beaverton Central Plant
- Hotel Market Study
- Arts and Culture Center Preliminary Business Plan
- Arts and Culture Center Site Option Study
- Record of Survey #30,124, 2005
- Geotech Report

- Geotech Soils Report – Westgate 2007-2008
 - Geotech Report – Rose Biggi 2005
 - Pavement Design Report – Rose Biggi 2005
- Phase I and Limited Phase II Environmental Site Assessments, GeoDesign 2005
- Rose Biggi Bridge Detail
- As Built Drawings:
 - Cedar Hills Blvd Utility Improvements Phase 3, 2005
 - Rose Biggi (Crescent – Hall), 2013
 - Rose Biggi (Millikan – Crescent), 2007
 - The Round Utilities, 2013
- Vertical Housing Tax Exemption Program
- Affordable Housing Tax Exemption Program
- City of Beaverton Economic Development Tools
- TriMet Bus and Rail System Map

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the City of Klamath Falls, a municipal corporation ("Owner"), and Tokola Properties, Inc., an Oregon corporation ("Tokola").

RECITALS

- A. The City of Klamath Falls owns real property and all rights appurtenant thereto (hereinafter "Property"), located at the intersection of Main Street and Esplanade Avenue and known as Klamath County Assessor tax lots 3809-028CC-10700, 3809-028CC-10800, 3809-028CC-10900, 3809-028CC-11000 in the City of Klamath Falls, County of Klamath, State of Oregon, commonly known as the Balsiger redevelopment site.
- B. The City of Klamath Falls has identified Tokola Properties, Inc. for further negotiations concerning redevelopment of the Property subject to the approval of the City of Klamath Falls City Council.
- C. This Agreement confirms the basis upon which Owner and Tokola (the "Parties") are prepared to negotiate the terms of a Disposition and Development Agreement and related documents providing for the redevelopment of the Property (the "Project"), which then must be approved by the City of Klamath Falls City Council.

TERMS

1. Good Faith Exclusive Negotiations. Owner and Tokola agree and covenant to negotiate the terms of a Disposition and Development Agreement (DDA) and any intervening Memoranda of Understanding (MOU) (both defined below) in good faith. Owner and Tokola acknowledge and agree Tokola will expend time and expense in preparing its initial proposal, conducting due diligence, providing preliminary conceptual design aspects and refining its development proposal. During the term hereof, Owner agrees Tokola shall have the exclusive right to conduct due diligence and negotiate with Owner for the rights to develop the Property and Owner will not accept, solicit, pursue or entertain other offer(s) or indications of interest with respect to the Property for any development, sale or other transaction.
2. Duration. The Agreement's term is 180 days from the Effective Date which may be extended for two (2) additional 120-day renewal terms upon the written approval of the City of Klamath Falls City Manager. This Agreement automatically terminates upon execution and delivery of a DDA (assuming one is ultimately negotiated) which thereafter controls the rights of Owner and Tokola with respect to the Property. The Parties may terminate this Agreement by mutual agreement if latent conditions are discovered on the Property or events occur that would (either presently or with the passage of time) prevent the entry and execution of a DDA.

Notwithstanding the above, either Owner or Tokola may at their option terminate this Agreement by notice in writing if the other makes a material misrepresentation in the course

of the negotiations hereof; otherwise fails to act in good faith; if Tokola becomes insolvent or (in the terminating party's reasonable estimation) otherwise is unable to perform as set forth below in the Base Development Criteria.

3. Base Development Criteria. The Base Development Criteria express Owner's expectations with regard to the transaction serving as guidance at the inception and during negotiations between Tokola and Owner but are not nor shall be construed as mandatory criteria. Base Development Criteria are attached as Exhibit A.
4. Memorandum of Understanding. Tentative agreements on the terms of a Disposition and Development Agreement (DDA) shall be memorialized in a written Memorandum of Understanding ("MOU") or series thereof during the Term of this Agreement. Any such MOUs will provide the framework for final negotiation and preparation of the DDA.
5. Pre-Development Assistance. Pre-development costs associated with this agreement are estimated to be \$71,500. Owner agrees to contribute up to \$35,750 toward Pre-development costs. Said owners contribution to be disbursed on a matching basis as Tokola incurs Pre-development costs, through the provision of paid or in-kind services. The value of Pre-development work provided by Tokola in the sum of \$35,750 shall be set off against Tokola's total equity contribution to the Project.

5.1 Owner agrees to reimburse up to \$35,750 for the purpose of assisting Tokola with preparatory design review work including schematic site development plan, schematic plans of each floor level for the mixed-use building, schematic elevations of the mixed-use building, schematic cross-sections of the mixed use building, schematic 3D modeling of the proposed development to demonstrate building form and massing, summary of development fees and charges, project statistical data, project cost estimates, and sources and uses of funds statement sufficiently specific to support the negotiation and execution of a Disposition and Development Agreement ("DDA").

5.2 Owner shall be responsible for and pay the costs it deems reasonable related to demolition of the existing structures at the Property as well as the costs related to the Property's general site preparation, including any grading and utility removal/capping Owner deems necessary. Owner shall also be responsible for costs associated with environmental reports and remediation, geo-technical reports, traffic study, partition or lot line adjustment and property survey.

5.3 All Pre-Development Work products are the property of Tokola and Owner except in the event of an early termination pursuant to Section 2 above or termination by Tokola in Section 19 below when all Pre-Development Work products become the sole property of Owner.

5.4 Owner monies paid pursuant to this Agreement will be added to the principal amount of future permanent financing provided by Owner for development or set off against any other financial assistance agreed to by Owner in a DDA with Tokola.

5.5 Tokola will submit monthly invoices to Owner for the Pre-development financial assistance provided herein, in a monthly amount of no more than \$8,000. Invoices shall contain a detailed description of all Pre-Development Work accomplished during the

period in question with invoices being paid within forty-five (45) days of their receipt by Owner. Additional work, if any, which is outside the scope of this agreement, must be approved in writing and in advance by Owner. In the event of early termination consistent with Section 2, Owner's obligation to assist in funding Pre-Development Work is limited to the Owners' pro rata share through the termination date).

6. Co-application/Cooperation.

6.1 Owner and Tokola shall be co-applicants on any land use permit application sought in connection with this Agreement or subsequent Memoranda issued during the term thereof. Tokola shall bear responsibility for all land use application and permit fees unless otherwise agreed to by Owner in writing.

6.2 Owner and Tokola shall each provide each other all information reasonably related to the Property and Project which may be obtained without material expense upon written request. Owner and Tokola shall cooperate in connection with any zoning and development code amendments, applications, permits, approvals or entitlements sought by Tokola from any governmental authority with respect to the Project, including easements, provided Owner is not required to incur any material cost or liability connection with such applications, permits or approvals.

6.3 Tokola understands that to the extent that Owner is a governmental authority that must approve any permit or land use application, that the permit or application will be processed through its normal procedures. Administrative, Planning Commission, and City Council approvals for such permits applications are not guaranteed.

7. Due Diligence. Tokola may conduct due diligence and inspections of the Property, including physical, legal and engineering inspections, tests and investigations as it deems necessary or desirable including soils and environmental studies. Such studies and investigations may include (without limitation) zoning, land use, environmental, title, design review, covenants, conditions and restrictions, financing, leasing markets, project feasibility and related matters. The scope and cost of the due diligence and inspections shall be the sole discretion and responsibility of Tokola. In event Tokola elects not to proceed with the DDA or development of the Project, Tokola shall nonetheless provide Owner copies of all studies, including environmental and soils studies, surveys, title reports and similar information developed by or provided to Tokola during Due Diligence.

8. Access. Owner shall provide Tokola full access to the Property for purposes of Due Diligence. Tokola shall repair or restore any damage caused by Tokola's or its agent's entry on or under the Property.

9. Indemnity and Insurance. Tokola hereby agrees to indemnify, defend and hold Owner, including its appointed and elected officials, officers, employees and agents harmless from and against any and all claims for injury to third persons or damage to property caused by or resulting from the acts of Tokola or its representatives or consultants on or about the Property. During the term of this Agreement, Tokola shall maintain insurance with respect to its activities on or about the Property, naming Owner as an additional insured, in amounts as

follows: (i) commercial general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence and with at least \$5,000,000 general aggregate; (ii) auto liability insurance with combined single limit of \$2,000,000 per occurrence; (iii) employers liability insurance with a limit of not less than \$2,000,000; and (iv) in addition to the primary limits specified in (i) and (ii) above, excess liability insurance with a limit of not less than \$3,000,000 for each occurrence and in the aggregate. The indemnity required under this Section 9 survives termination of this Agreement.

10. No Assignment. Neither party shall assign or transfer its interest in this Agreement or the Property until termination of this Agreement or execution and delivery of the DDA.
11. Brokers. Owner and Tokola each represent and warrant to the other that no broker, finder or other representative acting on its behalf in connection with this Agreement. Owner and Tokola agree to indemnify, defend and hold the other harmless from any claim or liability for any fee, commission or other compensation with respect to this Agreement, the DDA or other transactions contemplated hereby, asserted by any other broker, finder or other representative claiming through the indemnifying party. This Section 11 survives termination of this Agreement.
12. Confidentiality. Owner and Tokola agree all information submitted by Tokola during the term hereof is submitted on the condition that Owner keep said information confidential. Owner agrees not to disclose said confidential information provided by Tokola, including but not limited to financial statements regarding Tokola or the Project and pro forma information. This nondisclosure agreement survives termination of this Agreement but does not apply to the extent any such information is publicly available, has been disclosed by other parties or is required to be disclosed by the Klamath County District Attorney under Oregon public records laws. Owner further agrees that Owner shall not disclose the terms of this Agreement, MOUs or DDA prior to the termination or expiration of this Agreement or execution of the DDA (whichever occurs first) unless disclosure is required by the Klamath County District Attorney under Oregon public records laws.
13. Governing Law. This Agreement shall be governed by the laws of the state of Oregon.
14. Time of the Essence. Time is of the essence of this Agreement.
15. Amendments. This Agreement may be amended only by the written agreement of the Parties hereto.
16. Notices. All notices given under this Agreement must be in writing and either (i) personally delivered, (ii) delivered by express mail, Federal Express or comparable courier service, or (iii) delivered by certified mail, postage prepaid, return receipt requested, as follows:

To Owner: City of Klamath Falls
Nathan Cherpeski
City Manager
500 Klamath Avenue
Klamath Falls, OR 97601

To Tokola: Tokola Properties, Inc.
1700 N.W. Civic Dr., Suite 220
P.O. Box 1620
Gresham, OR 97030-1620

All notices shall be deemed effective upon receipt. Any party may from time to time change its address for purposes of this Section by notice in writing to the other party.

19. Binding Effect. During the Term hereof and any extensions thereto the Parties shall negotiate in good faith to complete and execute a definitive DDA upon terms and conditions consistent with this Agreement and any MOUs. No sale agreement or other right, obligation or estate in land shall be created except by delivery and appropriate execution of the definitive DDA and all other related and necessary instruments duly authorized by the Klamath Falls City Council and necessary Tokola authorized representatives. If the DDA is not executed and delivered prior to expiration of the Term (and any extension(s) thereto) or if Tokola elects in its sole discretion (by notice in writing to Owner) not to pursue development of the Project, this Agreement shall terminate and be of no further force or effect, except Sections 9, 11 and 12 hereof which all survive termination. If during the course of negotiations it becomes clear no agreement can be reached Tokola shall not unreasonably withhold consent to early termination of this Agreement.

<p>TOKOLA:</p>  _____ Dwight Unti President and Owner <p>Dated</p> <p><u>11/10/15</u></p>	<p>OWNER:</p>  _____ Nathan Cherpeski City Manager <p>Dated</p> <p><u>11-12-15</u></p>
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EXHIBIT A

Base Development Criteria for Negotiations

Development of a landmark mixed use development consisting of market rate apartments and commercial space.

Development is to incorporate a mix of residential floor plans, styles, and price points to help meet the diverse needs of those seeking an urban living experience in downtown Klamath Falls. Floor plans are to include a combination of urban lofts and flats and to vary in size from studio units up to two and three bedroom units with two baths.

Development is to complement and enhance the Historic Main Street environment through appropriate scope and scale of architecture.

New building facades are to have a strong pedestrian orientation along Main Street and Esplanade and create a vibrant street presence suitable for this important gateway to the central business district.

Owner and Tokola by mutual consent shall evaluate the feasibility of a public plaza or publicly accessed plaza.

Parking for residences shall be at a ratio of at least 1:1.

Development is to incorporate low-impact development features and site improvements that enhance the building exterior and improve ecological performance. Sustainable building elements and development approaches to be incorporated as feasible including but not limited to construction waste recycling, energy and water efficiency, materials selection and ecologically sound site design features.

Site design is to establish a pattern to improve public pedestrian connectivity through the site, particularly between Main and Esplanade.