

**MINUTES
MILWAUKIE CITY COUNCIL WORK SESSION
JUNE 21, 2011**

Council President Chaimov called the work session to order at 5:00 p.m. in the City Hall Conference Room.

Council Present: Council President Greg Chaimov, and Councilors Dave Hedges, Joe Loomis, and Mike Miller

Staff Present: City Manager Bill Monahan, City Attorney Tim Ramis, City Recorder Pat DuVal, Community Development and Public Works Director Kenny Asher, Planning Director Katie Mangle, Community Services Director JoAnn Herrigel, Associate Planner Ryan Marquardt

City Manager's Report

Councilors provided Council President Chaimov direction prior to his attending the Portland-Milwaukie Light Rail Land Use Final Order (LUFO) Steering Committee meeting.

Mr. Ramis spoke about the code amendments related to the Kellogg Treatment Plant.

Mr. Monahan discussed the proposed Happy Valley annexation, the Urban Growth Management Agreement (UGMA), and the open space at Scouters' Mountain.

Other topics discussed were the Farmers' Market Community Booth sign up, the proposed Neighborhood District Association (NDA) agenda, and the Clackamas County Coordinating Committee (C4) retreat.

Mr. Asher reviewed the Community Development and active Planning projects including the Kellogg for Coho American Rivers grant to measure sediment, the Lake Road Multimodal project, Natural Resource code amendments, and development review for a large LED-illuminated sign in the north industrial area.

Mr. Marquardt said a sign code amendment would be going to the Planning Commission in a work session.

Councilor Hedges wanted information on potential homestead exemptions related to water quality resources and habitat conservation areas, and **Councilor Loomis** thought site visits might be helpful.

Mr. Asher briefly discussed the façade program and commented on the public area requirements (PAR) Grant Program.

Councilor Miller would have some questions about the Wastewater Master Plan in the regular session.

Commercial Code Enhancement Program

Mr. Asher discussed the program that included making commercially zoned property more productive and contribute to neighborhood livability. The issue from the study session had to do with whether the City wanted to share some of the risk by accepting the Metro grant that was currently under appeal. He reviewed the timelines.

Mr. Ramis addressed the legal side of this matter. The degree of risk was half the grant amount or \$112,000, and the staff recommendation was to set aside contingency

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funds. He briefly reviewed the case and the Homebuilders' Association's complaint. He felt Metro had a good case; there was, however, risk and issues that could be debated.

Councilor Miller asked if money should be risked now that the City had some contingency. He felt urban renewal should be removed from this program and discussed separately as he felt it jeopardized the entire package. He thought it was a good program but was concerned about risking \$112,000.

Councilor Loomis liked the program, but it seemed risky.

Councilor Hedges suggested waiting for the outcome of the case and stated he was wary of taking the gamble. He had been looking at urban renewal and felt the boat had sailed, and Milwaukie had missed it. His instinct was that urban renewal was gone for years.

Council President Chaimov understood staff was seeking direction on coming back with the merits and demerits of urban renewal in the context of Milwaukie so Council can make its determination. It was also the question of risking \$112,000 to improve the commercial cores.

Mr. Asher said that was half of it, the other half was that should we even begin. There was a timing question as well as process.

Councilor Hedges asked if there was a financial implication for waiting.

Mr. Ramis replied as far as he knew the case had just been argued, so it could be a year before the outcome was known.

Councilor Miller recommended that if it were worth \$112,000 then the money could come out of contingency without applying for the grant.

Councilor Loomis felt it was worth the risk.

Councilor Hedges asked what the impact would be to City finances.

Mr. Monahan said the risk was probably a position in the budget or maybe more. If the City did not take the risk, then it will not have positioned itself by having a plan in place to capture future development activity.

Councilor Hedges said one of the Council's goals was to get the City positioned to where it was ready to go when the economy turned around.

Councilor Miller thought it was worth taking the gamble but did not feel time should be spent on urban renewal.

Mr. Asher would return in August to discuss the program scope and what could be done if the City did not undertake urban renewal. Metro may have an opinion on the matter.

Metropolitan Area Communications Commission (MACC) Agreement

Ms. Herrigel reviewed the agreement that covered day-to-day activities and benefits to becoming a member including a lower fee of approximately 18% from 23%, telecom advice, possible public access management, and negotiation of the Comcast Agreement that expired in 2012. If given direction to pursue this agreement, then the Comcast agreement would be extended 2014. The proposed resolution would approve MACC membership and allow the City a position on the Board. The contract with Willamette Falls had expired, so the City needed to make a decision on how to proceed. The alternative to signing an agreement with MACC was for her to do all the work. The

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only disadvantage she could think of was loss of local control as MACC was located in Beaverton.

There was consensus of three Council members that Ms. Herrigel should move forward with the MACC agreement. As Council President Chaimov at times represented Comcast, he had not comments

Neighborhood Leadership Monthly Meeting

Neighborhood leadership present: Linda Hedges, Hector Campbell; Bryan Dorr, Ardenwald; Beth Kelland, Linwood; Ed Zumwalt, Historic Milwaukie; Mary Weaver, Hector Campbell; Dave Aschenbrenner, Hector Campbell; Pepi Anderson, Lewelling; JoAnne Bird, Island Station; and Chris Davis. The leadership members made various announcements.

Ms. Hedges said at its last meeting the leadership had discussed how to improve communication between NDAs and Boards and Commissions. They selected NDA leaders to attend meetings to learn what is going on, review minutes and agendas, and share information. The two items the leadership wanted to discuss at this work session were the brown water event and the medical marijuana dispensary.

Mr. Zumwalt said he would like to know the City's legal stance on the second item.

Mr. Monahan replied there were two aspects: zoning and potential violation of criminal law.

Mr. Marquardt explained the medicinal marijuana facility was located in a commercial limited (CL) zone. The use was first described to planning staff as being along the lines of a clinic or office use which were allowed outright in that zone. After the lease was signed and the tenant moved in, signs indicated it would be a medicinal marijuana lounge/café type of business. If it were operated as a lounge or café, staff would consider it a high impact commercial use, which would require Planning Commission review prior to operation. It became apparent that the business would operate in bounds of the CL zone. The tenant indicated he wanted to lease space to physicians or massage therapists.

Mr. Monahan added the operation would be monitored by code enforcement.

Chief Jordan discussed legality and explained that Oregon was one of the states that considered marijuana as medicine. The City did not want to use police force for what was considered lawful by the State. If the business began operating in a way that deviated, there may be a zoning violation. At this point, the City could not act to investigate a premise that was considered legal. If the property owners were leasing to someone committing a federal crime, the property would be subject to forfeiture. There was no reasonable suspicion a crime was going on, but the department would investigate if there were. He discussed HIPAA statutes.

Ms. Bird noted Rusty's Resale was concerned about their gowns smelling like marijuana. The consensus at the Island Station meeting was that residents were more concerned about the effects of consumption than dispensing. She noted there had been little traffic.

Mr. Davis asked if there was a way to create a good neighbor agreement such as the one that was written for Balfour secure residential facility.

Chief Jordan discussed his role in developing the good neighbor agreement with the Balfour facility. He had gotten the sense at the last Island Station NDA meeting that not

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everyone felt the business was unwelcome if operated within the law. If people were leaving the business and operating vehicles under the influence, then the police could do something about that.

Mr. Dorr added this was a private business while the secure residential treatment facility included a number of public agencies.

Ms. Weaver asked if the neighborhood chair could be notified if someone wanted to open up an establishment with marijuana or adult businesses to start an early dialogue.

Mr. Zumwalt cautioned against being judgmental and saying a certain type of business was immoral.

Ms. Bird would have appreciated some advanced warning about this business in order to open up a dialogue with the residents.

Mr. Ramis said the City did retain its authority to put additional requirements in the Code.

Council President Chaimov suggested the NDA Chairs, through Ms. Hedges, provide suggestions of attributes of a business that NDA's would want to be notified about and forward those suggestions to Mr. Monahan.

Mr. Monahan said the suggestions should identify characteristics such as outside storage, odors, or traffic as opposed to specific uses. He discussed neighborhood review and input on code changes to address impacts in the future. Staff can send an email to all neighborhood chairs when new business tax applications were received.

Mr. Marquardt explained it was difficult for staff to ascertain how serious an inquiry might be. It was possible, but staff did deal with some very speculative inquiries.

Council President Chaimov suggested that staff notify all NDA chairs of all business license applications, and if gaps in information were identified, then the issue could be revisited.

Ms. Hedges said several neighborhoods had experienced brown water, and there had been no notification from the City. She hoped to identify a better way to communicate.

Mr. Aschenbrenner said in the past year it has happened twice at his house. The City advised him to run cold water to flush pipes. He thought people should be given a credit for the water usage.

Council President Chaimov understood people wanted notice before and after an incident.

Mr. Asher said in some cases it was not possible to provide advance notice. He discussed the hydrant flushing program and public outreach plans including signage and notices on the website.

Mr. Monahan recommended a discussion with Mr. Wheeler, the water division and NDA's on the most effective ways to communicate with the leadership.

Council President Chaimov adjourned the work session at 6:54 p.m.

Respectfully submitted,



Pat DuVal, City Recorder

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WORK SESSION

**MILWAUKIE CITY COUNCIL
WORK SESSION
JUNE 21, 2011**

MILWAUKIE CITY HALL

Conference Room
10722 SE Main Street

WORK SESSION – 5:00 p.m.

A light dinner will be served

Discussion Items:

	<u>Time</u>	<u>Topic</u>	<u>Presenter</u>	<u>Page #</u>
1.	5:00 p.m.	City Manager's Report	Bill Monahan	
2.	5:30 p.m.	Commercial Core Enhancement Program	Kenny Asher/Katie Mangle	1
3.	5:45 p.m.	Metropolitan Area Communications Commission (MACC) Services Discussion	JoAnn Herrigel	
4.	6:15 p.m.	Monthly Neighborhood District Association Dialogue		
5.	6:45 p.m.	Adjourn		

Information

Executive Session: The Milwaukie City Council may meet in executive session pursuant to ORS 192.660(2). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions as provided by ORS 192.660(3) but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

Public Notice

- The Council may vote in work session on non-legislative issues.
- The time listed for each discussion item is approximate. The actual time at which each item is considered may change due to the length of time devoted to the one previous to it.
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.
- The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities (ADA). If you need special accommodations, please call 503.786.7502 or email ocr@ci.milwaukie.or.us at least 48 hours prior to the meeting.



To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Kenneth Asher, Community Development and Public Works Director
Katie Mangle, Planning Director

Subject: Commercial Core Enhancement Program – Direction on the CET Grant

Date: June 6 for June 21, 2011 Work Session

ACTION REQUESTED

Direct staff to launch the Commercial Core Enhancement Program (CCEP) by taking the following actions:

- A. Refine the CCEP scope of work and present to Council in August 2011
- B. Begin negotiations with Metro on an intergovernmental agreement for a Construction Excise Tax (CET) grant to fund the CCEP.
- C. Reconcile differences (if any) between the council-approved scope of work (August 2011) and the grant-approved scope of work (January 2010) and execute the IGA with Metro for the reconciled scope of work.

If item C above cannot be accomplished, staff will report the nature of the impasse to Council and seek further direction. The January 2010 grant-approved scope of work is summarized as Attachment 1.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

March 29, 2011 - During a study session, staff presented Council with the proposed ensemble of projects that are envisioned to comprise the "Commercial Core Enhancement Program".

January 20, 2010 - Council directed staff to request grant funds from Metro's Construction Excise Tax planning grant program to support urban renewal and related planning efforts (Resolution 06-2010).

BACKGROUND

The City has several community development efforts pending, all of which seek to address the need to strengthen the core commercial areas of Milwaukie (downtown, the Highway 224/Marketplace vicinity, and other neighborhood nodes). These efforts include the South Downtown planning effort, the CET grant from Metro, and interest on the part of Council and neighborhoods to lower the barrier of entry and property improvement costs for new or expanding businesses in town. The City's economic and community development goals require a clear and coordinated effort to succeed in this area. The Commercial Core Enhancement Program is envisioned to provide this coordination.

At its March 29, 2011 study session, Council and staff discussed the interconnectedness of issues related to Milwaukie's commercial environment, and the challenges and opportunities waiting to be addressed. Staff offered that an integrated approach would include public involvement at many levels; the engagement of community members and property owners; and professional inputs from designers, zoning code experts, developers and real estate economists which when all mixed together, would result in new plans, codes and projects that could actually be completed and supported by the community. Council agreed that a multi-pronged effort would be needed and expressed support for staff continuing to develop the Commercial Core Enhancement Program.

Council has also discussed, on multiple occasions, the need for the City to address challenges posed by the Public Area Requirement policies for downtown. Effectively addressing this and other challenges will require a holistic examination of the City's streetscape and design standards, incentives, regulations, and vision. This is exactly the type of work the Metro CET grant was intended to fund, and what the Commercial Core Enhancement Program was conceived to address.

The city applied for the CET Grant in January 2010 and received notice of a \$224,000 award in June 2010. However Metro's CET program was brought to court by the Homebuilders Association of Metropolitan Portland. The case was dismissed at Oregon Circuit Court and is currently on the Oregon Appeals Court docket (appeal No. A146059). Metro has determined that it can still make CET grant awards to jurisdictions willing to share the risk of reimbursement or restitution should Metro lose the case on appeal. The IGA that Metro has developed assesses a 50-50 risk share between Metro and the recipient jurisdictions (see Attachment 2). In Milwaukie's case, that means that Milwaukie could need to repay up to \$112,000. Metro has advised recipient jurisdictions that it is unlikely that the Homebuilders Association will prevail on its appeal. According to Metro (as of June 14), five jurisdictions including Portland, Hillsboro, and Washington County have already signed IGA's with Metro. Two additional jurisdictions are in negotiations. This past March, Metro outlined a process by which IGA's would be negotiated such that risk can be shared and funds released for planning projects awarded under the CET grant program (see Attachment 3).

Staff is seeking information from Metro attorney's on the latest legal developments. Should staff learn anything about the appeals hearing process or arguments, it will share that information with Council as promptly as possible.

With Council's approval, staff will refine the CET grant work scope (which will become the CCEP work program) to meet the multiple objectives outlined during the March 29 study session.

CONCURRENCE

The Finance Department and Legal Departments have reviewed the IGA template that Metro has used with other CET grant recipient jurisdictions and concurs with the terms as generally stated. Council has indicated support for the CCEP concept, although there is not concurrence on the question of whether urban renewal should be further studied. This is one reason why staff recommends returning to Council in August with a refined scope of work. The question of urban renewal and other CCEP elements should be discussed at that time.

FISCAL IMPACT

Revenues from this grant were already included in the General Fund revenues of the Adopted Budget and the corresponding project expense was included on the Non-Departmental budget page. Accordingly, the fiscal impact of receiving this grant and moving forward with this project have already been budgeted for in the fiscal year 2012 Adopted Budget.

In regards to the fiscal impact of any risk exposure to a successful appeal by the Homebuilders Association, we believe this exposure is minimal. Metro has advised recipient jurisdictions that it is unlikely that the Homebuilders Association will prevail. Additionally, Portland, Hillsboro, Washington County and other jurisdictions have already signed IGA's with Metro to share the risk and begin their projects. But with this said, it would be prudent to pledge \$112,000 (representing 50 percent of the grant and the City's total exposure if the appeal is successful) of the General Fund's contingency balance for this risk. The Adopted Budget set aside a total of \$760,000 in General Fund reserve contingency, and with this pledge, this contingency would leave \$648,000 still undesignated for fiscal year 2012.

WORK LOAD IMPACTS

The CCEP is one of the highest priority projects in the Community Development and Planning Departments, and will consume significant staff resources. Approximately 1000 hours of work were estimated under the original grant application, and this estimate could turn out to be low. There are substantial workload impacts associated with the council's decision to pursue the CCEP. Staff will be prepared to discuss workplan considerations at the work session if council so desires.

ALTERNATIVES

Council could elect to delay or deny acceptance of the CET grant until Metro's lawsuit is disposed. In this case, staff would recommend returning to Council in August with a vastly scaled down version of the CCEP that might be accomplished within approved departmental budgets only.

ATTACHMENTS

1. Summary of the CET/CCEP grant-approved scope of work (January 2010)
2. Metro's IGA template
3. IGA Negotiation Process

Jan. 2010 CCEP Workplan (Grant Approved)

- **Develop community plans for the neighborhood commercial streets on Harrison St., 32nd Ave., and 42nd Ave. / King Rd.: Action Plans, code amendments, and potential rezoning.**
- **Create a land use/ transportation plan for Central Milwaukie: Action Plans, code amendments, and potential rezoning.**
- **Adopt the South Downtown Refined Concept Plan.**
- **Refresh the Downtown Plan and fix development policies to facilitate effective implementation of the community's vision for downtown.**
- **Develop an urban renewal plan to clarify where public efforts might stimulate additional desired private development. Would establish an ongoing structure for Milwaukie to discuss, support and capture desired investments in the core commercial areas.**
- **Establish City-wide design standards for commercial properties.**



ATTACHMENT 2

CONSTRUCTION EXCISE TAX GRANT INTERGOVERNMENTAL AGREEMENT Metro – City of _____ _____ Project

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, OR, 97232-2736 (“Metro”), and the City of _____ (“the City”), located at _____, OR 97____, collectively referred to as “Parties.”

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

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

WHEREAS, the Metro CET is the subject of a legal challenge filed in Oregon (“HBA Lawsuit”); Metro prevailed in the Oregon Circuit Court action *Homebuilders Association of Metropolitan Portland, Eastview Development Inc., and Matrix Development Corp. dba Legend Homes v Metro*, Case No. 0908-11067 and the plaintiffs’ lawsuit against Metro was dismissed; however plaintiffs have appealed that dismissal to the Court of Appeals, Appeal No. A146059, which appeal is currently pending; and

WHEREAS, the City has submitted a CET Grant Request (“Grant Request”) to Metro for ____ Hundred Thousand Dollars (\$____) for the _____ Project (“Project”), and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the City for the Project as described in the City’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein (“Deliverables Schedule”), subject to the terms and conditions in this Agreement.
2. City Responsibilities. The City shall perform the Project described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement. The City shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the City shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the City shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the City’s invoice and supporting documents, and subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

The City of _____
Attention: _____

4. Funding Provisions.

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

(b) Risk Sharing/Limitation of Liability. The parties hereby agree that if a court orders that CET funds collected prior to the effective date of the court order must also be reimbursed or that restitution payments must be made, then the City shall repay Metro ____ Per Cent (____%) of any CET Grant payments Metro has made to the City prior to the court's order. Therefore the City's maximum liability under this Section 4(b) is ____ Hundred Thousand Dollars (\$____), which is ____% of the total CET Grant Award amount.

(c) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET in excess of the liability limitations set forth herein.

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

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

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

9. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.
10. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the City.
11. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by City and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the City or Metro, respectively.

Metro

The City of _____

By: _____
Michael Jordan

By: _____

Title: Metro Chief Operating Officer

Title: _____

Date: _____

Date: _____

Attachments:

Exhibit A – Deliverables Schedule

Exhibit A

CET Grant IGA _____ Project Deliverables Schedule

Milestones* / Deliverables	Due Date	Grant Amount
1. Execution of CET Grant IGA	IGA Execution date (“X Date”)	\$_____[25%]
2. _____	X date + 8 months	\$_____[25%]
3. _____	X date + 16 months	\$_____[25%]
4. _____	X date + 24 months	\$_____[25%]
TOTAL CET GRANT AMOUNT		\$_____[100%]

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

ATTACHMENT 3

IGA NEGOTIATION PROCESS **METRO'S CET COMMUNITY PLANNING AND DEVELOPMENT (CPD) GRANT** March 1, 2011

1. Metro attorney/project manager sends draft IGA to the local government for review and comments on the "whereas and risk sharing" section
2. Local government attorney returns the draft IGA to Metro attorney with comments
3. Metro attorney reviews and approves/rejects the risk sharing proportions proposed by the local government based on direction from Metro COO
4. If local government comments on the IGA were approved, Metro and local governments project managers goes on to complete Exhibit A (and other exhibits) to the IGA
5. If Metro COO rejected local government's proposed risk sharing, Metro attorney sends the draft IGA back to the local government attorney to reconsider their proposed risk sharing, and we are back to step #3 above
6. When Metro and local government project managers comes to an agreement on the content of the exhibits, the completed IGA is ready for signatures
7. Local government project manager consults with her/his governing body for signature authorization
8. Two copies of the IGA are signed by the local government
9. Local government project manager sends the signed two copies to Metro project manager
10. Metro COO signs the two copies of the IGA and the project manager sends one copy to the local government.