



City of Tigard
Tigard Business Meeting - Agenda

TIGARD CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD

Agenda revised 3/7/2011; Item No. 4 set over to the April 12, 2011 Business Meeting.

MEETING DATE AND TIME: March 8, 2011 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are *estimated*; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. *Business agenda items can be heard in any order after 7:30 p.m.*

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVE VIDEO STREAMING ONLINE:

<http://www.tvctv.org/government-programming/government-meetings/tigard>

CABLE VIEWERS: The regular City Council meeting is shown live on Channel 28 at 7:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday	6:00 p.m.	Sunday	11:00 a.m.
Friday	10:00 p.m.	Monday	6:00 a.m.



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6:30 PM

- STUDY SESSION

- A. Review Resolution 08-47 That Establishes A Process to Form Ad-Hoc, Limited Duration Citizen Advisory Committees

- B. Review of 2012 Community Event Funding Requests

- EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. 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(4), 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.

7:30 PM

1. BUSINESS MEETING

- A. Call to Order

- B. Roll Call

- C. Pledge of Allegiance

- D. Council Communications & Liaison Reports

- E. Call to Council and Staff for Non-Agenda Items

2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

- A. Follow-up to Previous Citizen Communication

- B. Tigard High School Student Envoy
 - C. Tigard Area Chamber of Commerce
 - D. Citizen Communication – Sign Up Sheet
3. CONSENT AGENDA: (Tigard City Council and Local Contract Review Board) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
Estimated time: 7:50 p.m.

A. Approve City Council Meeting Minutes

- 1. January 18, 2011
- 2. February 8, 2011

B. Receive and File:

- 1. Council Calendar
- 2. Council Tentative Agenda for Future Meeting Topics

C. Local Contract Review Board

- 1. Award Contract for City Attorney Services to Jordan, Schrader, Ramis PC
- 2. Award Contract for Franchise Attorney Services to Beery Elsner & Hammond LLP
- 3. Award Contract for Prosecutorial Services to Larry J. Blake, Jr.
- 4. Award Contract for Labor Attorney and Employment Law Services to Bullard, Smith, Jernstedt and Wilson
- 5. Award Contract for Real Estate Legal Services to Jordan, Schrader, Ramis PC

• Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/City Center Development Agency has voted on those items which do not need discussion.

4. ~~LOCAL CONTRACT REVIEW BOARD: AWARD PURCHASE AGREEMENT FOR REPLACEMENT OF THE IN-CAR VIDEO SYSTEM FOR PATROL VEHICLES TO CDW/PANASONIC~~ **This item rescheduled to the April 12, 2011 Tigard City Council Business Meeting.**

5. UPDATE OF TIGARD YOUTH ADVISORY COUNCIL ACTIVITIES
Estimated time: 7:55 p.m.

6. QUASI-JUDICIAL PUBLIC HEARING TO CONSIDER VACATION OF RIGHT OF WAY ON BURNHAM STREET ADJACENT TO MASTSUMOTO PROPERTY - VACATION (VAC) 2010-00001
Estimated time: 8:10 p.m.

The Tigard City Council will hold a public hearing on Tuesday, March 8, 2011, at 7:30 PM at the

Tigard City Hall, Town Hall Room, 13125 SW Hall Boulevard, Tigard, Oregon 97223 to consider the proposed vacation of approximately 114 square feet of unimproved public right-of-way adjacent to the Matsumoto property located at 8770 SW Burnham Street. A portion of the Burnham Street right-of-way has been realigned to accommodate the construction of street improvements and as a result, is no longer in an area that will be improved and is proposed to be vacated.

This vacation was initiated by the City Council on January 25, 2011. Any interested person may appear and be heard for or against the proposed vacation of said Burnham Street Public Right-of-Way Vacation. Any written objections or remonstrances shall be filed with the City Recorder by 7:30 PM on March 8, 2011.

7. STATUS REPORT ON PROGRESS OF GREENWAY TRAIL SYSTEM MASTER PLAN
Estimated time: 8:20 p.m.
8. COUNCIL LIAISON REPORTS
9. NON AGENDA ITEMS
10. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. 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(4), 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.
11. ADJOURNMENT
Estimated time: 8:50 p.m.

AIS-328

Item #: A.

Business Meeting

Date: 03/08/2011

Length (in minutes): 15 Minutes

Agenda Title: Review Resolution 08-47 That Establishes A Process to Form Ad-Hoc, Limited Duration Citizen Advisory Committees

Submitted By: Cheryl Caines
Community Development

Item Type: Update, Discussion, Direct Staff

Meeting Type:

Council Business
Mtg - Study Sess.

ISSUE

Resolution (08-47), which amended the process to form and appoint limited duration, ad-hoc citizen advisory committees (CAC), calls for a review and evaluation of the revised process.

STAFF RECOMMENDATION / ACTION REQUEST

Council is requested to, 1) receive information and discuss how the ad-hoc citizen advisory committee selection process has been working since it was amended in 2008 and 2) confirm that it wishes to continue appointing/selecting committee members utilizing the current process, or if changes are needed, provide direction on those changes.

Also staff recommends that Council make some types of committee appointments even easier by allowing members to be appointed through a single step process instead of the current two steps.

KEY FACTS AND INFORMATION SUMMARY

In August of 2008 City Council passed a resolution amending the appointment process for ad hoc Citizen Advisory Committees (CACs). Prior to this amendment, CACs members were appointed through the same process as standing and longer term committees such as the Planning Commission, Library Board, Budget Committee, etc. The appointment process for these committees involved an extended timeline for advertising/solicitation, candidate selection, Council interview, official appointment, and dissolution once their charge was fulfilled. The amended process provided an easier means to form limited duration citizen committees and to dissolve them once they completed their task.

Resolution No. 08-47 (Attachment 1) outlines the procedure to form and appoint limited duration CACs. The procedure is:

1. Staff advises Council that the formation of an ad-hoc CAC is needed by scheduling a consent item on a Council meeting agenda. This includes a CAC purpose and charge statement with a sunset clause, stakeholder groups to be represented, and meeting protocols.
2. If approved by Council, staff then solicits and chooses qualified CAC members and submits names for Council approval, also through the consent agenda process.

Based upon discussion from the July 15, 2008 Council workshop, the resolution included a requirement to review the process one year after passage. It has been more than one year since that passage; however the longer period has allowed several opportunities to observe how the process is working. CACs appointed during this time include: Trails Master Plan; Transportation System Plan; Urban Forestry Master Plan; Urban Forestry Code Revisions. These committees were easily, and successfully formed. Some have performed their tasks and have dissolved.

However, based on two specific experiences, staff would like to suggest Council consider a further modification that would allow the above two-step process to be condensed into one when an existing standing committee is being appointed as the CAC. For example, existing committees (Planning Commission and Tigard Transportation

Advisory Committees) were used as the CACs for both the Economic Opportunities Analysis and the the High Capacity Transportation Land Use Plan. For both of these projects, the two step process was somewhat awkward and repetitive. Staff suggests that in similar circumstances - where the CAC will be primarily composed, of an existing board, committee or commission - that the two step process be condensed into a single step that both creates the ad-hoc committee and appoints the members.

Based on Council's discussion and direction, staff will prepare an updated Resolution for Council consideration.

OTHER ALTERNATIVES

No other alternatives have been considered.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Tigard City Council Long Range Objectives:

Tigard citizens are involved in the community and participate effectively.

The amended process has been effective in supporting this objective by making community participation on ad-hoc committees easier, simpler and quicker.

DATES OF PREVIOUS COUNCIL CONSIDERATION

City Council originally passed the Resolution -08-47 in August 2008.

Attachments

Resolution No. 08-47

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 08-47

A RESOLUTION AMENDING THE PROCESS TO FORM AND APPOINT MEMBERS OF LIMITED DURATION TO CITIZEN ADVISORY COMMITTEES (CAC).

WHEREAS, City Council's goals for 2008 include, "Promote and honor good citizenship in Tigard"; and

WHEREAS, Resolution 95-60 pertains to the appointment of board and committee members on the Planning Commission, Budget Committee, and Library Board; and

WHEREAS, the current process to appoint CAC's, regardless of their duration, involves a long period of advertising/solicitation, candidate selection, Council interviews, official appointment, and dissolution as described in Resolution 95-60 for regular boards and committees; and

WHEREAS, the Committee for Citizen Involvement voted unanimously on June 18, 2008 to support amendment of the Citizen Advisory Committee formation and appointment process; and

WHEREAS, City Council informally agreed to change the process to form and appoint limited duration Citizen Advisory Committees at their July 15, 2008 workshop meeting.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The following procedure is hereby adopted to form and appoint limited duration Citizen Advisory Committees:

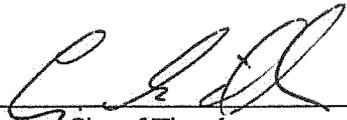
1. Staff advises Council that the formation of an ad-hoc CAC is needed via a Council meeting consent agenda. Notice to Council includes a purpose and charge statement with a sunset clause, stakeholder groups to be represented, and meeting protocols; and
2. If approved by Council, staff then solicits and chooses qualified CAC members and submits names for Council approval, also through the consent agenda process.

SECTION 2: This process shall be reviewed in one year.

SECTION 3: This resolution is effective immediately upon passage.

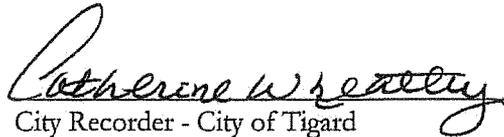
PASSED:

This 12th day of August 2008.



Mayor City of Tigard

ATTEST:



City Recorder - City of Tigard

AIS-427

Item #: B.

Business Meeting

Date: 03/08/2011

Length (in minutes): 25 Minutes

Agenda Title: Review of 2012 Community Event Funding Requests

Prepared For: Toby LaFrance

Submitted By:

Cathy Wheatley
Administrative
Services

Item Type: Update, Discussion, Direct Staff

Meeting Type:

Council Business
Mtg - Study Sess.

ISSUE

Review applications for Community Event Grants and provide preliminary direction as to which grants should be included in the FY 2011-2012 Proposed Budget.

STAFF RECOMMENDATION / ACTION REQUEST

Review grant requests and provide preliminary direction on applications to be funded.

KEY FACTS AND INFORMATION SUMMARY

Each year, the City solicits applications from community organizations for grants for the following fiscal year. The City received 12 formal applications by the February 11, 2011 deadline. The total funding requested is \$79,819 in direct contributions. An additional \$67,520 is requested as in-kind support, broken down as follows: Public Works Department for Balloon Festival (\$65,000) and 4th of July celebration (\$1,600). In addition, the Tualatin Riverkeepers has requested \$920 for in-kind funding.

According to the funding policy of the Budget Committee set in prior years, \$82,337 is available for these grants. On December 18, 2001, Council approved three resolutions guaranteeing base funding to three sponsored community events: Festival of Balloons-\$10,000, Broadway Rose-\$10,000; and Tigard 4th of July-\$7,500.

After removing the guaranteed funding requests, a total of \$54,837 remains to be distributed among the other applicants. The total funding requested is \$45,819, which includes an additional \$10,000 from the Festival of Balloons.

Any unallocated community grants funds can either be reserved for the General Fund or could be used for additional Social Service Grant funding.

Staff is requesting that the Mayor and Council review the event requests and provide recommendations on which requests should receive full, partial, or no funding. These recommendations will then be forwarded to the Budget Committee for consideration during the budget approval process in April.

OTHER ALTERNATIVES

This is a preliminary review only. Final funding decisions and exploration of alternatives may be made at the Budget Committee meetings in April.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Fiscal Impact

Cost: See Notes

Budgeted (yes or no): See Notes

Where Budgeted (department/program): See Notes

Additional Fiscal Notes:

Requests for total direct contributions total \$79,819 and will be funded from the FY 2011-2012 General Fund budget.

Attachments

[Application - Broadway Rose](#)

[Application - Festival of Balloons](#)

[Application - Tigard 4th of July](#)

[Application - Tigard Little League](#)

[Application - Compassion Care Clinic](#)

[Application - Dog Park](#)

[Application - Tigard Area Farmers Market](#)

[Application - Tigard High School Grad Night Party](#)

[Application - Tigard Historical Association](#)

[Application - Tigard Safety Town](#)

[Application - Tualatin Riverkeepers](#)

[Application - Tualatin Valley Community Band](#)

[Summary Sheet for Community Events](#)



Board of Directors

Pam Brown
*Financial professional
(retired)*

Diana Burke
Financial professional

David Cutz
Paragon Tile & Stone

Al Fitzpatrick
Principal (retired)

Lisa Francolini, L.Ac.
RiverWest Acupuncture

Laury Girt
Arts advocate

Joan Kingsley
Portland Spirit

F. Jackson Lewis
Tonkon Torp, LLP

Amanda Paden
Bank of the West

Harvey Platt
Platt Electric Supply

Scott Schiefelbein
Deloitte Tax LLP

Resource Council

John L. Cook
John L. Cook, CPA

Rorie Leone
Washington Trust Bank

Bill Monahan
City of Milwaukie

Dan Yates
Portland Spirit

George Mead
The Mead Law Firm, PC

February 10, 2011

Toby LaFrance
Financial Operations Supervisor
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

Dear Toby,

Thank you to The City of Tigard for its generous support of The Broadway Rose Theatre Company over the years! Our 2010 Season was a great success. We served a record number of patrons (42,343) and received excellent reviews.

Now we're about to kick off our 2011 season, opening tonight with *Joseph and the Amazing Technicolor Dreamcoat* at our New Stage. This year marks our 20th anniversary of successfully producing professional musical theater in Tigard. It's quite a milestone for us!

We wouldn't be where we are if not for the support of our patrons, donors, foundations and local government. Your funding is vital to the success of our organization, and we look forward to a continued partnership with you.

Enclosed is our 2011-2012 Community Events Funding Request. If you have any questions regarding the application or accompanying materials, please don't hesitate to call me at 503-603-9862. I'm happy to provide any additional materials you may need.

Thank you for your consideration.

Best Regards,

Sharon Maroney
Artistic Director

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-639-4171

FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST

Due: February 11, 2011

Event Name: The Broadway Rose Theatre Company
Address: PO Box 231004
City, State, Zip: Tigard, OR 97281
Contact Name: Sharon Maroney
Telephone Number: 503-603-9862
E-mail address: brtcsm@aol.com

1. Request (express in whole dollar amounts only)

Cash	\$10,000
In-Kind Services	\$0.00
Total Request	\$10,000

2. Purpose of Funding Request:

The Broadway Rose Theatre Company requests funding from the City of Tigard in order to continue to provide Tigard residents with exceptional, professional, musical theater at an affordable price. 2011 marks The Broadway Rose's 20th anniversary and third year-round season. Our audience has grown dramatically since our move to year-round programming, and we now serve over 40,000 patrons each year (42,343 in 2010). Foundation and civic support are vital to the success of our organization if we are to sustain the high quality of programming and services we provide. Your support is evidence of our value to the community, and it sends a strong message to other funders we approach.

We have a fantastic lineup of shows this year:

New Stage Theater

Joseph and the Amazing Technicolor Dreamcoat (2/10 – 3/13)
I Left My Heart: A Salute to Tony Bennett (4/14 – 5/8)
Fiddler on the Roof (8/17 – 8/20)
I Love You Because (9/22 – 10/16)
A Very Merry PDX-mas (11/23 – 12/18)

Deb Fennell Auditorium

Hairspray (6/30 – 7/24)
Ripper (8/3 – 8/21) WORLD PREMIER
Rumpelstiltskin (8/10– 8/13)
The Frog Prince (7/13– 7/16)

The Broadway Rose also has extensive youth outreach programming including our Student Technical Internship Program (offering paid internships to local high school students interested in pursuing a career in technical theater); Drama Camps (children 8-12 yrs old perform in the ensemble of our children's

shows, with seasoned professionals, in the 600-seat Deb Fennell Auditorium); Musical Theater Workshop for Teens (participants learn all aspects of technical theater and performance from guest artists, culminating in a fully staged production of a musical); Free Children's Musical to over 3,500 elementary students in the Tigard/Tualatin District; and Discounted Tickets (\$5.50) to our children's shows for over 1,000 YMCA youth.

3. How will this event benefit the Tigard Community?

As the only (locally produced) musical theater company in WA County and the Portland metro area, we provide a unique service to local residents and are a vital cultural organization in the community.

- The Broadway Rose has operated without debt since 2001. We have a proven track record of responsible fiscal management and pass the savings on to our patrons by maintaining affordable ticket prices. With season subscription packages that range from \$18/show - \$28.75/show, and children's show tickets that are \$8, seniors and families can regularly participate in the arts.
- We bring thousands of people to Tigard for our programming. We served 42,343 patrons in 2010. 12,588 of them were Tigard residents. The rest of them (29, 755) came from other areas in WA County, Multnomah County, Clackamas County, and cities as far away as Corvallis, Longview and Eugene.
- In 2010 we estimate 2,200 visitors will attend from areas 50 miles away or more. Washington County Visitors Association estimates that tourists spend an average of \$122/day; therefore, our 2,200 out-of-town patrons will generate \$268,400 in tourism-related commerce for Washington County.
- We have built strong relationships with other downtown Tigard businesses that have benefited from our presence in the community. Our New Stage is conveniently located off of Highway 99, and many of our audience members patronize nearby Tigard restaurants before and after our shows, including Davidson's Casual Dining, Café Allegro, and Fanno Creek Brew Pub, to name a few.
- Entering our 20th year of producing theater in Tigard, The Broadway Rose has developed strong relationships with patrons, vendors, and 30 corporate sponsors, many of whom have been with us for more than a decade. Five new sponsors joined us in 2010, and one new sponsor (Fred Meyer) has already joined us for 2011.
- We provide important youth outreach programs to the children in our community. The majority of students chosen for our Student Technical Internship Program come from the Tigard/Tualatin School District. Each spring we also provide a free educational children's musical to over 3,500 elementary students in the Tigard/Tualatin School District.
- We offer need-based scholarships to our youth drama camps and teen musical theater workshop for those who could otherwise not afford it. Most of these children come from Tigard neighborhoods located near our theater. We also offer significantly discounted tickets to our children's shows for over 1,000 YMCA youth.
- We invite residents and staff of Woodland Heights Assisted Living and Our House to the final dress rehearsal of our summer season opening show.
- Through our partnership with the Arts and Literacy Program, each summer we sponsor a design contest for the program cover of our children's shows.
- Community members are excited to have us here and are committed to our success. In 2010 we had 290 local volunteers donate 4,512 hours, equaling that of more than two additional full-time employees (a \$94,075 monetary value).

- We donate over 600 tickets each year to other local non-profits.
- With a year-round season of musicals, Broadway Rose provides work for a large number of local actors, directors, musicians, technicians, designers and student interns. In 2010 we hired 220 local professionals for our season of musicals. We anticipate a similar figure for our 2011 season.

4. How many Tigard residents do you anticipate participating in this event (or these events)?

Through our surveys and database we know that that 41% of our audience is from WA County (35% being Tigard residents). For 2011 we have conservatively projected 38,463 in paid attendance, plus an additional 3,500 in unpaid attendance (through the free musical we present to elementary students in the Tigard/Tualatin School District). **In total, we anticipate serving 41,963 patrons, 13,622 of whom are Tigard residents.**

We are grateful for the generous support of the community and we make every effort to make our productions accessible to all ages and members of the community. We reserve an entire row of seats in the center of our both our New Stage and the Deb Fennell auditorium for patrons with special needs, we offer free assistive listening devices to our hearing impaired patrons, and we provide an audio descriptive performance of each show for our visually impaired patrons. Our affordable ticket prices, accessibility, and dynamic programming are enjoyed by Tigard residents, as well as patrons from the greater Portland metro area who come to Tigard to enjoy cultural events.

Broadway Rose Theatre Company 2010 Profit Loss vs. 2011 Projected

	<u>Jan - Dec 2011</u>	<u>Jan - Dec 2010</u>
Ordinary Income/Expense		
Income		
Annual Gala	\$ 50,553.00	\$ 43,813.00
Concession Income	\$ 16,140.00	\$ 15,970.62
Corporate Sponsorships	\$ 55,000.00	\$ 51,250.00
Development Trips	\$ 70,000.00	\$ 149,945.00
Educational Outreach.	\$ 11,250.00	\$ 11,397.00
Events - Special	\$ 8,000.00	\$ 4,477.58
Grants	\$ 180,142.14	\$ 208,295.22
Guild	\$ 14,950.00	\$ 1,528.05
Individual Donations	\$ 140,755.81	\$ 128,717.18
Program Advertising	\$ 8,000.00	\$ 6,746.10
Raffle Income	\$ 6,650.00	\$ 6,093.03
Rental Income	\$ 4,500.00	\$ 4,575.00
Shipping & Handling Income	\$ 6,036.00	\$ 6,100.99
Souvenir Sales	\$ 1,119.02	\$ 1,071.00
Ticket Sales	\$ 1,045,939.32	\$ 947,362.91
Total Income	\$ 1,619,035.29	\$ 1,587,342.68
Expense		
Administrative Expense	\$ 250,782.71	\$ 261,430.06
Artistic Programing	\$ 786,489.52	\$ 683,420.45
Bank Service Charges	\$ 25,512.60	\$ 28,953.05
Company Amenities	\$ 3,190.16	\$ 3,934.25
Concession Expense	\$ 9,000.00	\$ 9,313.50
Development	\$ 57,780.54	\$ 52,702.78
Educational Outreach	\$ 3,384.00	\$ 11,086.49
Events Expense	\$ 6,220.20	\$ 6,130.72
Facility Expenses	\$ 15,979.69	\$ 26,443.31
Guild Expense	\$ 6,278.00	\$ 1,618.07
Insurance	\$ 54,995.39	\$ 52,175.65
Internet Expense	\$ 1,649.38	\$ 1,871.67
Marketing Expense	\$ 152,235.00	\$ 145,268.44
Office Supplies	\$ 12,580.83	\$ 13,194.94
Organizational Dues & Expenses	\$ 11,690.59	\$ 11,669.73
Payroll Taxes	\$ 62,427.95	\$ 62,478.13
Postage and Delivery	\$ 3,804.13	\$ 7,330.46
Professional Fees	\$ 12,550.00	\$ 11,116.32
Raffle Expense	\$ 1,000.00	\$ 1,000.00
Rental Expense	\$ 2,400.00	\$ 2,400.00
Repairs & Maintenance	\$ 3,830.70	\$ 1,653.98
Souvenir Expense	\$ 1,102.75	\$ 613.84
Staff Education	\$ 3,960.23	\$ 4,627.65
Telephone	\$ 16,684.32	\$ 15,693.90
Tessitura	\$ 37,225.00	\$ 81,813.12
Travel & Ent	\$ 474.02	\$ 208.48
Trips Expense	\$ 60,000.00	\$ 144,010.15
Utilities	\$ 18,007.58	\$ 18,028.31
Total Expense	\$ 1,621,235.29	\$ 1,660,187.45
Net Ordinary Income	\$ (2,200.00)	\$ (72,844.77)
Other Income/Expense		
Other Income		
Interest Income	\$ 1,300.00	\$ 1,434.79
Other Income	\$ 900.00	\$ 933.79
Total Other Income	\$ 2,200.00	\$ 2,368.58
Net Other Income	\$ 2,200.00	\$ 2,368.58
	\$ -	\$ (70,476.19)

NOTE: shortfall in 2010 is \$47,500 board approved but unbudgeted Tessitura expense + \$15,000 loss in events + \$8,000 less in ticket sales. Even though our 2010 attendance was the highest, some of the tickets were purchased in 2009 as subscription pre-sales.

Broadway Rose Theatre Company
Balance Sheet
1/1/10 - 12/31/10

	Dec 31, 10
ASSETS	
Current Assets	
Checking/Savings	
Bank of the Cascades	0.00
Checking	67,152.19
Money Market	184,201.65
Petty Cash Boxes	450.00
Total Checking/Savings	251,803.84
Total Current Assets	251,803.84
Fixed Assets	
Accumulated Depreciation	-165,148.00
Equipment - New Stage	230,753.47
Equipment - Original Cost	84,299.60
Theatre - New Stage	1,624,357.10
Total Fixed Assets	1,774,262.17
TOTAL ASSETS	2,026,066.01
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Bank of the West Mastercard (S)	-710.36
Total Credit Cards	-710.36
Other Current Liabilities	
N/P Meyer Memorial Trust	48,500.00
Payroll Liabilities	195.14
Total Other Current Liabilities	48,695.14
Total Current Liabilities	47,984.78
Total Liabilities	47,984.78
Equity	
Capital Campaign Income	1,275,487.65
N/A released-used for Capital	-1,242,836.00
N/A released-used in Operations	-10,968.00
Opening Bal Equity	117,600.69
Retained Earnings	441,238.66
Unrestricted Net Assets Cap Camp	1,468,034.42
Net Income	-70,476.19
Total Equity	1,978,081.23
TOTAL LIABILITIES & EQUITY	2,026,066.01

Broadway Rose Theatre Company

Profit Loss
1/1/10 - 12/31/10

	<u>2010 Actuals</u>
Ordinary Income/Expense	
Income	
Annual Gala	\$ 43,813.00
Concession Income	\$ 15,970.62
Corporate Sponsorships	\$ 51,250.00
Development Trips	\$ 149,945.00
Educational Outreach.	\$ 11,397.00
Events - Special	\$ 4,477.58
Grants	\$ 208,295.22
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Rental Income	\$ 4,575.00
Shipping & Handling Income	\$ 6,100.99
Souvenir Sales	\$ 1,071.00
Ticket Sales	\$ 947,362.91
Total Income	<u>\$ 1,587,342.68</u>
Expense	
Administrative Expense	\$ 261,430.06
Artistic Programing	\$ 683,420.45
Bank Service Charges	\$ 28,953.05
Company Amenities	\$ 3,934.25
Concession Expense	\$ 9,313.50
Development	\$ 52,702.78
Educational Outreach	\$ 11,086.49
Events Expense	\$ 6,130.72
Facility Expenses	\$ 26,443.31
Guild Expense	\$ 1,618.07
Insurance	\$ 52,175.65
Internet Expense	\$ 1,871.67
Marketing Expense	\$ 145,268.44
Office Supplies	\$ 13,194.94
Organizational Dues & Expenses	\$ 11,669.73
Payroll Taxes	\$ 62,478.13
Postage and Delivery	\$ 7,330.46
Professional Fees	\$ 11,116.32
Raffle Expense	\$ 1,000.00
Rental Expense	\$ 2,400.00
Repairs & Maintenance	\$ 1,653.98
Souvenir Expense	\$ 613.84
Staff Education	\$ 4,627.65
Telephone	\$ 15,693.90
Tessitura	\$ 81,813.12
Travel & Ent	\$ 208.48
Trips Expense	\$ 144,010.15
Utilities	\$ 18,028.31
Total Expense	<u>\$ 1,660,187.45</u>
Net Ordinary Income	\$ (72,844.77)
Other Income/Expense	
Other income	
Interest Income	\$ 1,434.79
Other Income	\$ 933.79
Total Other Income	<u>\$ 2,368.58</u>
Net Other Income	<u>\$ 2,368.58</u>
Net Income	<u>\$ (70,476.19)</u>

NOTE: shortfall in 2010 is \$47,500 board approved but unbudgeted Tessitura software expense + \$15,000 loss in events + \$8,000 less in ticket sales. Even though our 2010 attendance was the highest, some of the tickets were purchased in 2009 as subscription pre-sales.

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-718-2487

FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST

Due: February 11, 2011

Event Name: Tigard Festival of Balloons
Address: 19600 SW Cipole Rd
City, State, Zip: TUALATIN, OR. 97062
Contact Name: Cindy Padilla / Dave Nicoli
Telephone Number: 503. 612. 8204
E-mail address: Cpadilla@dnicoli.com

1. Request (express in whole dollar amounts only)

Cash

\$20,000.⁰⁰

In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)

\$65,000.⁰⁰

Total Request

\$85,000.⁰⁰

2. Purpose of Funding Request: In order to produce the festival each year we require cash sponsorships and in kind services in order to offset some of the expenses.

3. How will this event benefit the Tigard Community? This event provides the city with a positive and safe community event that helps many vital non-profits and schools in Tigard raise money and promotes local commerce.

4. How many Tigard residents do you anticipate participating in this event (or these events)? Approximately 20,000

5. Please submit the following information with this request:

- Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
**
- Audit report or financial statements for the last fiscal year.**
- Articles of Incorporation.*
- 501(c)(3) status.*
- Organization Bylaws*

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at Lizbeth@tigard-or.gov.



February 15, 2011

City of Tigard
C/O Finance Department
13125 SW Hall Blvd.
Tigard, OR 97223

RE: Festival of Balloons Continued Increased Grant Request to the City of Tigard

Thanks to the City of Tigard and the community support for more than 25 years, the Festival of Balloons in Tigard has grown to be a premiere community event in Oregon and one of the premiere hot air balloon festivals in the Northwest. In 2010, the Festival of Balloons in Tigard celebrated its 26th Anniversary and set the path for continued growth. Event partnerships are critical to the sustainability and growth of this event, especially in this current economic climate. This year, the Festival of Balloons in Tigard, respectfully requests continued increased support from the City of Tigard, to support its efforts to showcase Tigard as the vibrant community it is -- more than just a "suburb of the Portland market".

The Festival of Balloons in Tigard is a non-profit organization dedicated to raising funds for many vital non-profit groups in Tigard, while providing a family-friendly event for the entire community. Groups benefiting from Festival funds have included: Tigard Breakfast Rotary, Tigard Lunch Rotary, Southside Soccer, Tigard High School Volleyball, Tigard High School Boosters, Tigard High School Band Auxiliary, Tigard High School Grad Night Committee, and local elementary, middle, and high schools with the new Z100 promotion that we have created. The Festival of Balloons in Tigard raises approximately \$35,000 for local Tigard non-profits and local schools annually.

Every year, approximately 20,000 spectators, volunteers, and travelers arrive at Tigard's beautiful Cook Park to experience the amazing sight of up to twenty five hot air balloons, to shop at the craft vendor booths, to dare the rides at the area's finest carnival, listen to live music, or to root for their teams in the youth soccer tournament. Evenings of balloons glowing, food, and music, keeps the community entertained for three full days, attracting local residents who mingle among their fellow neighbors, as well as to welcome visitors to Tigard. The Festival proudly displays that Tigard is a great place to live and work.

Past funding from the City of Tigard of \$15,000 cash annually has been a much-appreciated and vital resource for this event. The in-kind services of approximately \$65,000 that has been provided are essential to the functionality of this community festival. In 2012, to reach additional audiences with more aggressive marketing efforts, to enhance the guests' on-site experience, and due to these tough economic times where corporate sponsorship support has dwindled, the Festival of Balloons requests a \$20,000 cash grant plus the continued in-kind services support.

In return for this increased support, the Festival of Balloons will position The City of Tigard as a major sponsor of the Festival, complete with exposure on marketing and collateral materials, as well as the incorporation of a key city message into those marketing elements, as the City requests. We will gladly address additional specific City needs and are happy to host a meeting to finalize the details. Please contact Cindy Padilla at 503.612.8204 or at cpadilla@dpnicoli.com.

Thank you for your continued support of this important community event. We look forward to celebrating our 27th Anniversary this June 24-26 at Cook Park!

Sincerely,

Cindy Padilla

Cindy Padilla
Executive Director

10:47 AM
 01/12/11
 Cash Basis

Tigard Festival of Balloons, Inc.
Profit & Loss
 January through December 2010

	<u>Jan - Dec 10</u>
Ordinary Income/Expense	
Income	
Car Show Revenue	
Registrations	1,615.00
Sponsorships	1,500.00
Vendors	100.00
Total Car Show Revenue	<u>3,215.00</u>
Soccer Tourney Revenue	
Registrations	15,050.00
Total Soccer Tourney Revenue	<u>15,050.00</u>
Balloons Revenue	
Corporate Entry Fees	3,000.00
Total Balloons Revenue	<u>3,000.00</u>
Field Merchant Revenue	
Business Expos	12,070.00
Craft Vendors	7,490.00
Food Vendors	8,275.87
Total Field Merchant Revenue	<u>27,835.87</u>
Admissions Revenue	
Gate	
Friday Gate	16,380.06
Saturday Gate	27,639.44
Sunday Gate	10,283.12
Total Gate	<u>54,502.62</u>
Pre-Sales	
Wristband Fundraiser	1,992.44
Wristband Gate	3,884.87
3 Day Entrance Pass	10,370.36
Total Pre-Sales	<u>16,347.67</u>
Total Admissions Revenue	<u>70,850.29</u>
Parking Revenue	
Pre-Sales Parking	1,673.88
Friday	3,373.89
Saturday	8,960.50
Sunday	5,594.52
Total Parking Revenue	<u>19,602.79</u>
Shuttle Revenue	
Friday	1,088.72
Saturday	1,324.36
Sunday	1,201.81
Total Shuttle Revenue	<u>3,614.89</u>
Sponsorships Revenue	
Grant	15,000.00
Sponsorship General	6,050.30
Total Sponsorships Revenue	<u>21,050.30</u>
Carnival Revenue	14,292.00
Helicopter Ride Revenue	541.40
Ice Revenue	326.50
Total Income	<u>179,379.04</u>
Cost of Goods Sold	
Car Show Costs	
Adverstising	366.30
Awards	421.46
Commissions	2,130.50
Total Car Show Costs	<u>2,918.26</u>

10:47 AM
 01/12/11
 Cash Basis

Tigard Festival of Balloons, Inc.
Profit & Loss
 January through December 2010

	<u>Jan - Dec 10</u>
Soccer Tourney Costs	
Advertising	
Advertising - General	943.40
Advertising - Reimbursement	889.54
Total Advertising	<u>1,832.94</u>
Awards - General	1,038.64
Commissions	4,370.00
Hosting Services - Field/Equip	540.00
Referees	2,280.00
Staff	1,050.00
Supplies - General	1,029.00
Total Soccer Tourney Costs	<u>12,140.58</u>
Wristband Day Costs	
Commissions-Fundraising	1,830.00
Total Wristband Day Costs	<u>1,830.00</u>
Balloon (Pilot) Costs	
Propane and Diesel	2,930.58
Pilot Gifts	704.00
Pilot Meals & Lodging	2,359.47
Pilot Show Up Fees	3,400.00
Total Balloon (Pilot) Costs	<u>9,394.05</u>
Admissions Costs	
Commissions	8,000.00
Entrance Tickets	1,321.54
Total Admissions Costs	<u>9,321.54</u>
Parking Costs	
Commissions	12,971.20
Signs	6.00
Total Parking Costs	<u>12,977.20</u>
Shuttle Costs	
Commissions	2,000.00
Golf Carts	2,317.11
Total Shuttle Costs	<u>4,317.11</u>
Other Costs	
Ice Costs	833.40
Total Other Costs	<u>833.40</u>
Total COGS	<u>53,732.14</u>
Gross Profit	125,646.90
Expense	
Advertising - Festival	
Print Ads	872.57
Radio	9,540.00
Website	959.40
Total Advertising - Festival	<u>11,371.97</u>
Bank Fees	328.00
Event Staff (Temp)	4,848.00
Food and Beverage	29.98
Insurance Expense	
Directors & Officers	1,404.00
Event Policy	8,162.00
General Liability	920.00
Total Insurance Expense	<u>10,486.00</u>

10:47 AM
01/12/11
Cash Basis

Tigard Festival of Balloons, Inc.
Profit & Loss
January through December 2010

	<u>Jan - Dec 10</u>
Licenses, Permits, Misc Taxes	125.00
Lighting	1,479.19
Office Supplies	279.80
Mileage	93.00
Port-A-Potties	3,165.50
Postage, Mailing Service	251.69
Professional Fees	
Event Planning	1,194.88
Accounting	665.00
Clean-Up	1,000.00
Electrical	7,365.00
Music	18,050.00
Security	11,204.13
Total Professional Fees	39,479.01
Printing and Copying	47.00
Shirts & Clothing	543.94
Signs - Festival	4,009.40
Storage	2,784.60
Telephone & Internet	1,153.15
Tents and Staging	13,396.75
VIP Tent	290.04
Total Expense	94,162.02
Net Ordinary Income	31,484.88
Other Income/Expense	
Other Income	
Interest Earned	10.66
Total Other Income	10.66
Net Other Income	10.66
Net Income	31,495.54

FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST

Due: February 11, 2011

Event Name: Tigard 4th of July Celebration
Address: Tigard 4th of July, Inc., 12420 S.W. Main Street
Tigard, Oregon 97223
City, State, Zip:
Contact Name: Mike Marr
Telephone Number: 503-624-2975
E-mail address: Rmichaelmarr@gmail.com

1. **Request** (express in whole dollar amounts only)

Cash	\$ 14,000.00
In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	~ 1,600.00
Total Request	~ \$ 15,600.00

2. **Purpose of Funding Request:**

See letter attached

3. **How will this event benefit the Tigard Community?**

4. **How many Tigard residents do you anticipate participating in this event (or these events)?**

5. **Please submit the following information with this request:**
 - a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
**
 - b. Audit report or financial statements for the last fiscal year.**
 - c. Articles of Incorporation.*
 - d. 501(c)(3) status.*
 - e. Organization Bylaws*

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at Lizbeth@tigard-or.gov.

TIGARD 4TH OF JULY, INC.

Statement of Assets, Liabilities, & Fund Balance (Unaudited) December 31, 2010

	Current 12 Mo. Period	Year To Date
1000 ASSETS		
1450 Cash - Non Interest Bearing		
1451 Petty Cash	0.00	0.00
1452 General Checking Account	(299.53)	123.32
1460 Savings & Temp. Investments		
1461 Savings	0.00	0.00
1470 Accounts Receivable		
1471 Accounts Receivable	0.00	0.00
1476 (Uncollectable Allowance)	0.00	0.00
1480 Pledges Receivable		
1481 Pledges Receivable	0.00	0.00
1486 (Uncollectable Allowance)	0.00	0.00
1490 Grants Receivable		
1491 Grants Receivable	0.00	0.00
1500 Recievables from Related Parties		
1501 Receivables from Directors	0.00	0.00
1510 Other Receivables		
1511 Notes Receivable	0.00	0.00
1516 (Uncollectable Allowance)	0.00	0.00
1520 Inventories For Sale or Use		
1521 Inventories For Sale or Use	0.00	0.00
1530 Prepaid Expenses / Deferred Charges		
1531 Prepaid Expenses	0.00	0.00
1540 Investments - Securities		
1550 Investments - Assets		
1560 Investments - Other		
1570 Equipment		
1571 Equipment	0.00	0.00
1576 (Accumulated Depreciation)	0.00	0.00
1580 Other Assets		
	-----	-----
TOTAL ASSETS	(299.53)	123.32
2000 LIABILITIES		
2600 Accounts Payable & Accrued Exp		
2601 Accounts Payable	0.00	0.00
2610 Grants Payable		
2611 Grants Payable	0.00	0.00
2620 Revenue Designated (Future Per.)		
2621 Revenue Designated	0.00	0.00
2630 Loans from Related Parties		
2631 Loans from Directors	0.00	0.00
2640 Mortgages/Notes Payable		
2641 Notes Payable	0.00	0.00
2650 Other Liabilities		
2651 Other Liabilities	0.00	0.00
	-----	-----
Total Liabilities	0.00	0.00

Statement of Assets, Liabilities, & Fund Balance (Unaudited) December 31, 2010

	Current 12 Mo. Period	Year To Date
3000 FUND BALANCES		
3670 Current Funds		
3671 Unrestricted Funds	0.00	0.00
3676 Restricted Funds	0.00	0.00
3680 Equipment Fund		
3690 Endowment Fund		
3700 Other Fund		
3710 Capital Stock or Trust Principal		
3711 Capital Stock	0.00	0.00
3720 Paid In or Capital Surplus		
3730 Retained Earnings / Accumulated Income		
3731 Retained Earnings > 01/01/2010	0.00	(422.85)
3732 Current Earnings > 12/31/2010	299.53	299.53
	-----	-----
Total Fund Balance	299.53	(123.32)
	-----	-----
TOTAL LIABILITIES & FUND BALANCE	299.53	(123.32)
	(0.00)	0.00

Footnote: Tigard Music Donation ? Not recorded

Footnote: Tigard Sub Shop Donation ? Not recorded

Footnote: Arrow Mechanical Donation ? Not recorded

Footnote: Tigard Grant Pending (2,500.00)

TIGARD 4TH OF JULY, INC.
Statement of Revenue & Expense (Unaudited)

December 31, 2010

	Current 12 Mo. Period	Year To Date
4000 INCOME		
4010 Contributions, Gifts, Grants		
4011 Direct Public Support	(100.57)	(100.57)
4012 Indirect Public Support	0.00	0.00
4013 Government Grants	(13,000.00)	(13,000.00)
4020 Program Service Revenue		
4030 Membership Dues / Assessments		
4040 Interest Earnings		
4050 Dividends / Interest on Securities		
4060 Net Rental Income		
4061 Gross Rents	0.00	0.00
4066 Rental Expenses	0.00	0.00
4070 Other Investment Income		
4080 Gain / Loss from Sale of Assets		
4081 Gross Sale Amount	0.00	0.00
4086 Cost / Expense	0.00	0.00
4090 Fundraising Events		
4091 Gross Revenues	0.00	0.00
4096 Direct Expenses	0.00	0.00
4100 Gross Profit from Sales		
4101 Gross Sales Less Returns	(1,319.95)	(1,319.95)
4106 Cost of Goods Sold	881.05	881.05
4107 Cost of Goods Sold	0.00	0.00
4108 Cost of Goods Sold - Permit	62.00	62.00
4110 Other Revenue		
	-----	-----
Total Revenue	(13,477.47)	(13,477.47)
6000 EXPENSES		
6130 Program Service Expenses		
6131 Tigard 4th Celebration	13,739.00	13,739.00
6140 Management & General Expenses		
6141 Bank Service Charges	(22.00)	(22.00)
6142 Miscellaneous - Government	60.00	60.00
6150 Fundraising Expenses		
6151 Miscellaneous	0.00	0.00
6160 Payments to Affiliates		
	-----	-----
Total Expense	13,777.00	13,777.00
	-----	-----
(Excess) or Deficit	299.53	299.53

Tigard 4th of July, Inc.
A Not for Profit Corporation
FIN 93-1031978

(503) 624-2975
First Bank of Tigard Building
12420 S. W. Main Street
Tigard, Oregon 97223

February 11, 2011

Toby LaFrance
Finance Director
City of Tigard
13125 S.W. Hall Blvd.
Tigard, Oregon 97223

Dear Mr. LaFrance,

The Board of Directors of Tigard 4th of July, Inc., a Non Profit Corporation, submit this letter with enclosures as our Funding Request for the Fiscal Year 2011 - 2012.

To the criteria for funding, we submit the following comments:

- (1) The Tigard Old Fashioned 4th of July Celebration is primarily for Tigard area residents; we do not advertise outside of the area.
- (2) This event is open to all citizens, with the only restrictions being no alcoholic beverages, no smoking, no personal barbecues and no personal fireworks.
- (3) We stress a family oriented type of celebration on this annual event, with effort to provide quality entertainment, a family/community style picnic atmosphere, and public opportunity to participate at no cost (unless they should desire to purchase snacks at very reasonable prices, the proceeds going toward the subsequent year's event).
- (4) With twenty four annual events successfully accomplished (the first was in 1987); we feel that the event has proven to be valuable to the community, and very affordable for the city and the citizens attending.
- (5) As with item (4), the Board of Directors feel that our success for twenty four years, and the records we have kept, demonstrate an ability to reach our goals and keep within reasonable budget commitments.
- (6) Financial Statements are annually prepared and submitted.

Toby LaFrance
City of Tigard
February 11, 2011
Page 2

(7) The Funding Request per our previous agreements with the City of Tigard are based upon the encouragement of other sources of revenue.

We hope you find the information contained herein to be adequate for the City's budgeting purposes. We also hope you look forward to enjoying each year's event as much as we look forward to putting it on.

Last year, the City of Tigard approved an award of \$ 10,000.00 for the 2010/2011 fiscal year. We also received a supplemental allowance of \$ 1,500.00 for insurance coverage. We took a draw on the current budget account in July of 2010. We will be seeking some or all of the remaining \$ 2,500.00 in June of 2011.

For the fiscal year 2011/2012, the Board of Directors of Tigard 4th of July, Inc. requests \$ 12,500.00 in contribution from the City of Tigard plus approximately \$ 1,500 to assist with insurance costs we are incurring. For most of the twenty four years, we were able to present the event with the same \$ 7,500 support from the City of Tigard. However, in recent years the costs have increased, other public/private support has been increasingly difficult to obtain, and the City's insurance carrier no longer allows for the event to be insured as a City event.

With regards to City in-kind contributions, we have identified the following impacted areas:

Public Works - If the City Public Works personnel prepare the fireworks firing trench; I have been previously advised that the estimated cost is \$ 400 (1999 \$ subject to indexed adjustment).

Police Department - The Police Department is advised of the event and incurs an estimated \$ 1,200 (1999 \$ subject to indexed adjustment) of cost for what primarily is traffic control after the event. Officers are present during the event more for public relations than for any policing requirements. We support the Officers presence, making some very important contacts with the citizens and youth in particular.

Administration - Insurance for the event is no longer available through the City. Tigard 4th of July, Inc. purchases fireworks liability insurance from the fireworks supplier and general liability insurance from a Special Events carrier.

Toby LaFrance
City of Tigard
February 11, 2011
Page 3

Should you have questions about any of the above, please contact me for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Michael Marr". The signature is fluid and cursive, with the first name "R." and last name "Marr" clearly distinguishable.

R. Michael Marr
Treasurer
RMM/dbm

Enclosures

CC: Board Members

Formerly Atfalati

FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST

Due: February 11, 2011

Event Name: Tigard Little League
Address: PO Box 230359
City, State, Zip: Tigard Or 97281
Contact Name: Jody McBinley
Telephone Number: 503-545-8667
E-mail address: Jody.McBinley@Safeway.com

1. Request (express in whole dollar amounts only)

Cash

\$ 2919²⁴

In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)

Total Request

\$ 2919²⁴

2. Purpose of Funding Request:

To offset the annual payment made per 2nd amendment of agreement between the City of Tigard + Atfalati District. Atfalati Dist has agreed to pay the city of over a 10yr period.

3. How will this event benefit the Tigard Community?

The Cook Park concessions + baseball/soocer fields enhance the recreational opportunities of the youths of Tigard. Facilities provide a safe, clean + desirable environment for the families of Tigard.

4. How many Tigard residents do you anticipate participating in this event (or these events)?

Annual attendance at Cook Park for baseball + soccer games/practices/tournaments etc is estimated at 30,000

5. Please submit the following information with this request:

- Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
**
- Audit report or financial statements for the last fiscal year.**
- Articles of Incorporation.*
- 501(c)(3) status.*
- Organization Bylaws*

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at Lizbeth@tigard-or.gov.

Tigard LL Income Statement
2010
Season Oct 1, 2009 to Sept 30, 2010

		2009 Budget (Ref)	2009 Actual	2010 Budget	2010 Budget (Ref)	2010 Actual
Contributions						
2.02.01	Photo Rebate	\$1,500.00	\$1,360.00		\$1,500.00	\$1,170.00
2.02.02	Sponsorships	\$20,000.00	\$18,600.00		\$18,000.00	\$12,700.00
2.02.03	Scholarship Donation		\$791.00		\$1,000.00	\$1,205.00
2.02.04	Volunteer Matching	\$2,500.00	\$3,730.00		\$2,500.00	\$1,840.00
2.02.05	Misc. Contributions		\$402.85		\$500.00	\$0.00
2.02.08	Accident Insurance Credit	\$500.00	\$424.60		\$500.00	\$1,077.60
2.02.09	Refund of Overpayment		\$80.00		\$0.00	\$0.00
	Total Contributions	\$24,500.00	\$25,388.45		\$24,000.00	\$17,992.60
2.04.00	Total Interest Income	\$700.00	\$287.28		\$162.55	\$80.04
Non- Registration Revenue						
2.05.01	Softball Clinics	\$1,500.00	\$2,430.50		\$2,500.00	\$1,669.75
2.05.015	Baseball Clinics	\$1,000.00	\$0.00		\$1,000.00	\$0.00
2.05.02	PCA		\$0.00		\$0.00	\$0.00
2.05.03	Concessions Cook Park/Alpenrose	\$1,500.00	\$1,470.88		\$1,000.00	\$0.00
2.05.04	Tigard Home Plate	\$10,000.00	\$13,342.18		\$10,000.00	\$10,617.17
2.05.05	TLL Apparel Sales - Baseball	\$6,000.00	\$7,210.75		\$2,000.00	\$1,410.50
2.05.08	TLL Apparel Sales - Softball	\$1,000.00	\$2,261.00		\$1,000.00	\$860.00
2.05.07	Decal Sales		\$444.00		\$0.00	\$0.00
2.05.08	Honors Tournament	\$2,500.00	\$2,158.60		\$2,000.00	\$848.00
	Total Non- Registration Revenue	\$23,500.00	\$29,317.91		\$19,500.00	\$15,405.42
Uniform Sales						
2.06.01	Baseball					
2.06.011	A	\$5,980	\$5,980		\$6,630	\$6,695
2.06.012	AA	\$6,110	\$5,980		\$5,915	\$5,915
2.06.013	AAA	\$6,045	\$5,980		\$5,580	\$5,655
2.06.014	Majors	\$6,825	\$6,500		\$6,660	\$6,570
2.06.02	PeeWee	\$8,200	\$8,400		\$6,400	\$6,720
2.06.03	Softball					
2.06.031	A	\$1,880	\$1,880		\$1,400	\$1,480
2.06.032	AAA & AA	\$7,085	\$7,215		\$5,720	\$6,175
2.06.033	Majors/JV	\$3,055	\$2,990		\$3,055	\$2,275
	Post Season					
2.06.04	Baseball	\$2,880	\$2,280		\$2,280	\$2,400
2.06.05	Softball	\$1,600	\$1,750		\$1,760	\$1,320
	Total Uniform Sales	\$49,660.00	\$48,965.00		\$45,410.00	\$45,205.00
Post Season Uniform Replacement Fund						
2.06.06	Uniform Replacement BB	\$720	\$570		\$570	\$600
2.06.07	Uniform Replacement SB	\$400	\$440		\$440	\$330
	Total Uniform Replacement Fund	\$1,120.00	\$1,010.00		\$1,010.00	\$930.00
2.08.00	Total Cook Park Fund (\$20 Per Player)	\$17,140.00	\$17,560.00		\$14,960.00	\$15,020.00
2.08.50	Capital Improvement Fund (\$25 Per Player)	\$19,800.00	\$19,750.00		\$17,075.00	\$17,225.00
Registration						
2.09.01	Baseball					
2.09.011	A	\$3,680	\$3,680		\$4,080	\$4,120
2.09.012	AA	\$3,760	\$3,680		\$3,640	\$3,640
2.09.013	AAA	\$3,720	\$3,680		\$3,440	\$3,480
2.09.014	Majors	\$4,200	\$4,000		\$2,960	\$2,920
2.09.02	PeeWee	\$7,175	\$7,350		\$5,600	\$5,880
2.09.03	Softball					
2.09.031	A	\$1,645	\$1,645		\$1,225	\$1,295
2.09.032	AAA & AA	\$4,360	\$4,440		\$1,760	\$3,800
2.09.033	Majors/JV	\$1,860	\$1,840		\$1,860	\$1,400
2.09.04	Fall Ball	\$3,575	\$4,840		\$3,575	\$3,410
2.09.05	Late Fees	\$675	\$850		\$0	\$150
2.09.06	Post Season					
	Baseball	\$1,800	\$1,425		\$1,425	\$1,500
	Softball	\$1,000	\$1,100		\$1,100	\$825
	Total Registration	\$37,470.00	\$38,530.00		\$30,685.00	\$32,420.00
	Total Income	\$173,890.00	\$180,808.64		\$152,802.55	\$144,278.06

TLL EXPENSE STATEMENT
2010
Season Oct 1, 2009 to Sept 30, 2010

		2009 Budget (Ref)	2009 Actual	2010 Budget	2010 Budget (Ref)	2010 Actual
1.01.00	Education					
1.01.01	Baseball	\$3,000.00	\$0.00		\$500.00	\$251.00
1.01.02	Softball	\$3,200.00	\$3,310.00		\$3,200.00	\$2,411.00
1.01.03	Umpires - Baseball		\$64.52		\$500.00	\$0.00
1.01.04	First Aid Training		\$0.00		\$0.00	\$0.00
1.01.05	Positive Coaches Alliance		\$0.00		\$0.00	\$0.00
	Total Education	\$6,200.00	\$3,374.52		\$4,200.00	\$2,662.00
1.02.00	Cook Park Fields					
	Capital Equipment					
1.02.01	Dugouts and Bullpens		\$0.00		\$6,000.00	\$6,653.71
1.02.02	Dirt and Turface		\$0.00		\$500.00	\$0.00
1.02.025	Netting		\$0.00		\$1,000.00	\$0.00
	Misc. Equipment					
1.02.03	Railings		\$0.00		\$0.00	\$0.00
1.02.04	Bleachers (Cook 3 & 4)	\$3,000.00	\$0.00		\$0.00	\$0.00
1.02.05	Misc - Replacement		\$0.00		\$0.00	\$0.00
	Field Improvements					
1.02.06	Baseball (Cook 1 & 2)		\$0.00		\$0.00	\$0.00
1.02.07	Softball (Cook 3 & 4)		\$0.00		\$0.00	\$0.00
	Total Cook Park Fields	\$3,000.00	\$0.00		\$7,500.00	\$6,653.71
1.03.00	Equipment					
1.03.01	Baseball Equipment	\$5,500.00	\$6,146.72		\$4,100.00	\$5,292.15
1.03.02	Softball Equipment	\$2,500.00	\$2,404.63		\$2,500.00	\$2,426.66
1.03.03	Umpire Equipment		\$0.00		\$0.00	\$0.00
1.03.035	Field Equipment (Breakaway Bases)	\$500.00	\$320.00		\$100.00	\$0.00
1.03.04	Baseball-Bullpens		\$0.00		\$0.00	\$0.00
1.03.05	Softball-CFT		\$0.00		\$0.00	\$0.00
1.03.06	Softball-Metzger		\$0.00		\$0.00	\$0.00
	Total Equipment	\$8,500.00	\$8,871.35		\$6,700.00	\$7,718.81
1.04.00	Field Maintenance-- Baseball					
1.04.01	Bleachers		\$0.00		\$0.00	\$0.00
1.04.02	Chalk		\$0.00		\$0.00	\$0.00
1.04.03	Dirt		\$0.00		\$0.00	\$0.00
1.04.04	Fencing		\$0.00		\$0.00	\$0.00
1.04.05	Misc. Repairs	\$500.00	\$204.64		\$500.00	\$0.00
1.04.06	Tools		\$0.00		\$0.00	\$350.00
1.04.07	Fertilizer & Seed		\$0.00		\$0.00	\$0.00
1.04.08	Turf-MVP		\$0.00		\$0.00	\$0.00
1.04.09	Turf-Quick Dry/Chalk	\$1,000.00	\$1,861.36		\$2,000.00	\$1,729.32
1.04.10	Field Maintenance - Mary Woodward		\$569.34		\$500.00	\$675.00
1.04.11	Field Maintenance - Cook Park	\$1,500.00	\$0.00		\$0.00	\$0.00
	Total Field Maintenance Baseball	\$3,000.00	\$2,635.34		\$3,000.00	\$2,754.32

TLL EXPENSE STATEMENT
2010
Season Oct 1, 2009 to Sept 30, 2010

		2009 Budget	2009 Actual	2010 Budget	2010 Budget	2010 Actual
1.05.00	Field Maintenance--Softball					
1.05.01	Chalk		\$0.00		\$0.00	\$430.00
1.05.02	Dirt		\$0.00		\$0.00	\$0.00
1.05.03	Misc-Repair	\$500.00	\$0.00		\$500.00	\$0.00
1.05.04	Fertilizer		\$0.00		\$0.00	\$0.00
1.05.05	Turf-MVP		\$0.00		\$0.00	\$0.00
1.05.05	Turf/Quick Dry/Chalk	\$1,500.00	\$947.20		\$1,000.00	\$0.00
1.05.10	Field Maintenance Mary Woodward	\$1,500.00	\$1,265.03		\$1,500.00	\$0.00
	Total Field Maintenance Softball	\$3,500.00	\$2,212.23		\$3,000.00	\$430.00
1.07.00	Insurance					
1.07.01	Additional Fields Insurance	\$162.00	\$161.60		\$161.60	\$161.60
1.07.02	Board & Volition		\$0.00		\$0.00	\$0.00
1.07.03	Crime	\$180.00	\$180.00		\$180.00	\$180.00
1.07.04	Liability	\$2,200.00	\$2,165.10		\$2,074.20	\$2,074.20
1.07.05	Player Insurance	\$1,700.00	\$1,698.00		\$1,698.00	\$1,698.00
	Total Insurance	\$4,242.00	\$4,204.70		\$4,113.80	\$4,113.80
1.08.00	LL Charter Expense	\$1,100.00	\$1,072.00		\$1,072.00	\$1,072.00
1.09.00	Tigard Home Plate					
1.09.01	Inventory	\$4,000.00	\$4,272.06		\$4,500.00	\$6,580.79
1.09.02	Equipment		\$0.00		\$0.00	\$0.00
1.09.03	Building Improvements		\$32.50		\$100.00	\$0.00
1.09.04	Special Sales		\$0.00		\$0.00	\$0.00
	Total Tigard Home Plate	\$4,000.00	\$4,304.56		\$4,600.00	\$6,580.79
1.10.00	TLL Apparel Sales Expense					
1.10.01	Baseball Apparel Sales	\$11,000.00	\$11,154.82		\$0.00	\$553.00
1.10.02	Softball Apparel Sales	\$2,000.00	\$279.45		\$1,000.00	\$1,388.40
1.10.03	Decal Sales		\$259.00		\$0.00	\$0.00
	Total Apparel Sales Expense	\$13,000.00	\$11,693.27		\$1,000.00	\$1,941.40
1.11.00	Umpire Expense					
1.11.01	Baseball	\$6,700.00	\$9,159.50		\$8,500.00	\$6,853.75
1.11.02	Softball	\$3,800.00	\$3,689.50		\$3,700.00	\$2,714.75
1.11.03	Fall Ball	\$1,500.00	\$908.75		\$700.00	\$900.00
	Total Umpire Expense	\$12,000.00	\$13,757.75		\$12,900.00	\$10,468.50
1.12.00	Cook Park Expansion					
1.12.01	Land Purchase		\$0.00		\$0.00	\$0.00
1.12.02	Concession Improvements	\$17,202.48	\$17,202.48		\$16,730.89	\$17,328.82
	Total Cook Park	\$17,202.48	\$17,202.48		\$16,730.89	\$17,328.82

TLL EXPENSE STATEMENT
2010
Season Oct 1, 2009 to Sept 30, 2010

		2009 Budget	2009 Actual	2010 Budget	2010 Budget	2010 Actual
1.13.00	Room Rentals					
1.13.01	Baseball	\$1,000.00	\$792.50		\$300.00	\$380.75
1.13.02	Softball	\$1,000.00	\$1,471.50		\$700.00	\$1,365.25
1.13.03	Baseball Tryouts	\$800.00	\$0.00		\$1,000.00	\$1,151.25
1.13.04	Softball Tryouts	\$550.00	\$0.00			\$0.00
1.13.05	Board Meetings	\$300.00	\$464.00		\$500.00	\$63.90
1.13.06	Storage	\$5,800.00	\$5,514.00		\$5,800.00	\$5,748.00
1.13.07	CPR Training		\$0.00		\$0.00	\$0.00
	Total Room Rental	\$9,450.00	\$8,242.00		\$8,300.00	\$8,709.15
1.14.00	Utilities					
1.14.01	Alarm Service		\$0.00		\$0.00	\$0.00
1.14.02	Garbage Collection	\$0.00	\$0.00		\$0.00	\$0.00
1.14.03	Sanitation Removal	\$4,500.00	\$3,669.20		\$4,000.00	\$3,681.66
1.14.04	Telephone	\$500.00	\$437.76		\$500.00	\$480.47
1.14.05	Electric Cook Park	\$700.00	\$1,015.93		\$800.00	\$565.84
	Total Utilities	\$5,700.00	\$5,122.89		\$5,300.00	\$4,727.97
1.15.00	Operation Expenses					
1.15.01	Sponsorship Expense	\$1,500.00	\$1,100.00		\$1,000.00	\$995.00
1.15.02	Postage	\$600.00	\$396.48		\$500.00	\$436.61
1.15.03	Printing	\$2,000.00	\$2,204.04		\$2,500.00	\$1,901.27
1.15.04	Awards & Pins	\$700.00	\$490.00		\$500.00	\$705.00
1.15.05	Books		\$0.00		\$0.00	\$0.00
1.15.06	Web Site	\$2,000.00	\$1,341.66		\$400.00	\$614.50
1.15.07	Opening Day Supplies	\$300.00	\$256.11		\$400.00	\$450.93
1.15.08	Admin. Supplies	\$700.00	\$839.51		\$800.00	\$803.92
1.15.09	Registration Supplies	\$1,400.00	\$1,568.53		\$2,400.00	\$2,718.61
1.15.10	Safety Supplies	\$200.00	\$0.00		\$200.00	\$0.00
1.15.11	Cartography		\$0.00		\$0.00	\$0.00
1.15.12	CT 12 Tax Report	\$150.00	\$137.00		\$150.00	\$217.00
1.15.13	Board Meeting Expense	\$300.00	\$469.47		\$500.00	\$137.37
1.15.14	Petty Cash	\$200.00	\$170.00		\$200.00	\$200.00
1.15.15	Visa/MC Processing Fee	\$1,750.00	\$1,747.84		\$1,807.00	\$2,322.45
1.15.16	Bad Check Expense	\$100.00	\$75.00		\$50.00	\$0.00
1.15.17	Banking Fees	\$100.00	\$42.00		\$50.00	\$30.00
1.15.18	Background Checks	\$100.00	\$104.00		\$150.00	\$70.00
	Total Ops Expenses	\$12,100.00	\$10,941.64		\$11,607.00	\$11,602.66
1.16.00	Contributions					
1.16.01	Alpenrose World Series/Regional Tour	\$700.00	\$400.00		\$500.00	\$0.00
1.16.02	Service Awards	\$400.00	\$280.00		\$300.00	\$506.29
1.16.03	Registration Drawing		\$0.00		\$0.00	\$0.00
1.16.04	Fountain Memorial		\$200.00		\$0.00	\$200.00
1.16.05	Tryouts Contribution		\$0.00		\$0.00	\$0.00
	Total Contributions	\$1,100.00	\$880.00		\$800.00	\$706.29

TLL EXPENSE STATEMENT
2010
Season Oct 1, 2009 to Sept 30, 2010

		2009 Budget	2009 Actual	2010 Budget	2010 Budget	2010 Actual
1.17.00	Tournament Fees					
1.17.01	Baseball Post Season	\$2,000.00	\$3,000.00		\$3,000.00	\$2,958.96
1.17.02	Softball Tournaments	\$1,200.00	\$1,240.00		\$1,500.00	\$1,194.00
1.17.03	9/10 District 4 Honors Tournament	\$2,400.00	\$1,590.00		\$2,000.00	\$396.72
1.17.04	Post Season Team Expenses	\$1,000.00	\$1,061.38		\$1,000.00	\$1,450.96
	Total Tournament Fees	\$6,600.00	\$6,891.38		\$7,500.00	\$6,000.64
1.18.00	Uniforms					
1.18.01	Baseball					
1.18.011	A	4,500.00	\$4,489.43		\$5,000.00	\$5,553.11
1.18.012	AA	4,500.00	\$5,230.37		\$5,500.00	\$5,295.11
1.18.013	AAA	5,000.00	\$5,210.19		\$5,200.00	\$5,904.87
1.18.014	Majors	8,600.00	\$9,406.49		\$7,000.00	\$5,591.45
1.18.02	Pee Wee	5,000.00	\$4,844.08		\$4,300.00	\$5,425.98
1.18.03	Softball					
1.18.031	A	1,500.00	\$2,435.70		\$2,200.00	\$2,424.48
1.18.032	AA	2,750.00	\$2,537.19		\$2,400.00	\$2,427.60
1.18.033	AAA	3,300.00	\$3,095.37		\$2,800.00	\$2,435.00
1.18.034	Majors/JV	2,475.00	\$3,326.53		\$3,000.00	\$2,288.24
1.18.04	Baseball Post Season	5,300.00	\$3,468.72		\$2,280.00	\$2,797.09
1.18.05	Softball Post Season	3,000.00	\$2,124.50		\$1,760.00	\$2,582.86
1.18.06	Patches	900.00	\$685.63		\$715.00	\$746.00
1.18.07	Umpire Shirts	300.00	\$300.00		\$300.00	\$94.79
	Total Uniforms	\$47,125.00	\$47,354.20		\$42,455.00	\$43,566.58
1.19.00	Scholarship Expense	\$8,000.00	\$7,784.00		\$8,000.00	\$7,772.50
1.20.00	Cook Park Payment Appropriation		\$0.00		\$0.00	\$0.00
1.30.00	Capital Improvement Appropriation	\$20,000.00	\$22,837.50		\$8,000.00	\$0.00
	Total Expenses	\$185,819.48	\$179,381.81		\$156,778.69	\$144,809.94

07-Oct-10

Checking

Total Key Bank \$101,643.87

Cook Park Reserve - \$16,730.89
Capital Exp Reserve -

Key Bank Available \$84,912.98

CD - Scholarship Fund \$10,000.00

CD - National Tournament Reservation \$10,000.00

Total \$121,643.87

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-718-2487

**FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST**

Due: February 11, 2011

Event Name: Compassion Tigard Clinic

Address: 12176 SW Garden Place

City, State, Zip: Tigard, OR 97223

Contact Name: Justin Peterson

Telephone Number: (904)753-0278

E-mail address: Justin@colossaechurch.org

1. **Request** (express in whole dollar amounts only)

Cash	\$ 10,000.00
In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	<u>0</u>
Total Request	\$ 10,000.00

2. **Purpose of Funding Request:**

The formal request of 10,000 dollars is on behalf of Compassion Tigard Clinic. Compassion Tigard is a one-day catalytic health clinic led by local faith based organizations, in collaboration with the Tigard-Tualatin School District and held at Tigard High School. This clinic offers free medical, dental, podiatry and chiropractic care, as well as free immunizations. In addition to all of these services, and with the help of Lenscrafters, we offer free vision screenings and free prescription eyeglasses. There is also a social service expo throughout the day for local non-profits and organizations to network and make their services known to the community.

The funding, if granted by the City of Tigard, would greatly assist Compassion Tigard in meeting the vast growing need for cost-free health services in our city. Last year we were able to provide more than 800 guests with basic medical and dental services. While this may seem like a large number, we had to turn many people away. By 8am (doors opened at 7am) we had booked every available appointment for the day. Our goal this year is to not have to turn away anyone from getting his or her basic needs met. This, of course, is only possible with the right amount of funding. With the funding from the City of Tigard we would be able to expand our dental area and offer even more services.

3. How will this event benefit the Tigard Community?

Please see attached letter of recommendation from Susan Stark Haydon (Director of Community Relations) and Susan Salkield (Director of Safe Schools/Healthy Students). They clearly articulate the overwhelming benefits of Compassion Tigard for the Tigard community.

4. How many Tigard residents do you anticipate participating in this event (or these events)?

Last year we had over 1,100 people on Tigard High's campus participating in some manner with Compassion Tigard. Most people (around 800) were there to receive some service offered, and the rest were volunteers from the community who came out to serve. Considering this is an event offered to any family living in the Tigard-Tualatin School District, it is difficult to say with certainty how many of the participants lived within Tigard city limits. Considering that most of the volunteers were from Tigard, a conservative estimate could be made that over half of the total participants were residents of Tigard.

For Compassion Tigard 2011, we are expecting a much higher number for a couple of reasons. One, last year was our first year hosting this event and we anticipate more people showing up who simply did not know about the event last year. And two, with your financial help, we will be able to expand our dental area and not have to turn any guests away from being served.

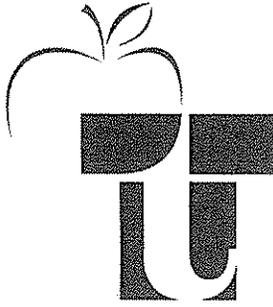
5. Please submit the following information with this request:

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. **
(Please see attached sheet)
- b. Audit report or financial statements for the last fiscal year.**
(Have not been audited as an organization)
- c. Articles of Incorporation.*
(Please see attached sheet)
- d. 501(c)(3) status.*
(Please see attached sheet)
- e. Organization Bylaws*
(Please see attached sheet)

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at Lizbeth@tigard-or.gov.



Tigard - Tualatin School District 23J
Larry Hibbard Administration Center
6960 SW Sandburg Street
Tigard, Oregon 97223
503-431-4000 • fax 503-431-4047
www.ttsd.k12.or.us

Feb. 8, 2011

Dear Members of the Tigard City Council,

I would like to express our great appreciation for the work of Compassion Tigard in offering the Tigard Compassion Clinic on October 30, 2010. This was greatly beneficial for hundreds of students and families in the Tigard-Tualatin School District who would not otherwise have had access to medical care, dental care, flu shots, immunizations, vision checks and glasses, all of which were offered at no charge.

The Tigard-Tualatin School District partnered with Compassion Clinic to provide facilities, publicize the event to students and families in our district, help with outreach to non-English speaking families, and to ensure links to in-district resources. These included Oregon Healthy Kids Outreach Workers, the district's Caring Closet, mental health services, drug and alcohol prevention programs and parent education workshops. An added benefit was that our Oregon Healthy Kids Outreach Workers were able to make contact with many families who might not have known that their children were eligible for health care benefits and help them with the application process.

We could not have been more impressed with the great organization of the event, the tremendous number of community volunteers participating, and the respect and care members of our community received. The medical and dental services provided were of incalculable value, as evidenced by the large numbers of people who arrived hours early, as evidenced by the long lines of the many adults and families waiting for a chance to receive services they would not otherwise have had access to.

The Tigard-Tualatin School District is delighted with the opportunity to be part of this excellent community-school collaboration and to continue its partnership in offering the Tigard Compassion Clinic in fall 2011. We urge your support of Compassion Tigard's proposal to expand services in 2011 in response to the great community need for this event.

Please feel free to contact me at ssalkield@ttsd.k12.or.us or by phone at 503.413.4133 if any additional information would be helpful.

Sincerely,

Susan Salkield
Safe Schools/Healthy Students Project Director

Susan Stark Haydon
Director of Community Relations

Compassion Connect, Inc.
Transaction Detail By Account

January through December 2010

4000 Contributions
4000.05 General Donations
4000.07 Compassion Clinics
4000.07.11 Tigard

Date	Num	Name
08/13/2010	1114	Janet Smith
08/16/2010	1115	Greg Richardson
08/16/2010	1116	Ryan Windle
09/09/2010	1182	Chris & Lisa West
09/15/2010	1138	Sherrie L. & Raymond R. Robinson
10/19/2010	1202	First Baptist Church of Tigard
10/19/2010	1203	Luis Palau Association
10/19/2010	1204	Matthew O'Donel
11/11/2010	1239	Rolling Hills Community Church

Total 4000.07.11 Tigard

Total 4000.07 Compassion Clinics

Total 4000.05 General Donations

Total 4000 Contributions

TOTAL

Compassion Connect, Inc.
Transaction Detail By Account
January through December 2010

Name Phone #

4000 Contributions
4000.05 General Donations
4000.07 Compassion Clinics
4000.07.11 Tigard

11707 Lakeside Place Dr Houston TX 77077	
26061 Charonne Ct. Valencia, CA 91355	661-288-1215
8500 SW Birch St Tigard, OR 97223	503-747-8319
12810 Monterey Circle Anchorage AK 99516	
9920 Branding Iron Drive Cheyenne, WY 82009-8626	
DBA Grace Point Community Church 11075 SW Gaarde Street Tigard, OR 97224	503-639-3913
PO Box 50 Portland, OR 97207-9907	503-614-1500
8305 SW Fanno Creek Dr. Tigard OR 97224	503-351-6100
3550 SW Borland Rd. Tualatin, OR 9706206772	503-638-5900

Total 4000.07.11 Tigard

Total 4000.07 Compassion Clinics

Total 4000.05 General Donations

Total 4000 Contributions

TOTAL

Compassion Connect, Inc.
Transaction Detail By Account
Memo January through December 2010
Amount Balance

4000 Contributions			
4000.05 General Donations			
4000.07 Compassion Clinics			
4000.07.11 Tigard			
	Contributions and Donations (CT)	50.00	50.00
	Contributions and Donations (CC)	100.00	150.00
	Contributions and Donations (CT)	2,000.00	2,150.00
	Contributions and Donations (CT)	100.00	2,250.00
	Contributions and Donations (CT)	30.00	2,280.00
	Contributions and Donations (CT)	1,000.00	3,280.00
	Contributions and Donations (CT)	4,000.00	7,280.00
	Contributions and Donations (CT)	2,000.00	9,280.00
	Contributions and Donations (CT)	500.00	9,780.00
		<u>9,780.00</u>	<u>9,780.00</u>
Total 4000.07.11 Tigard			
		<u>9,780.00</u>	<u>9,780.00</u>
Total 4000.07 Compassion Clinics			
		<u>9,780.00</u>	<u>9,780.00</u>
Total 4000.05 General Donations			
		<u>9,780.00</u>	<u>9,780.00</u>
Total 4000 Contributions			
		<u>9,780.00</u>	<u>9,780.00</u>
TOTAL		<u><u>9,780.00</u></u>	<u><u>9,780.00</u></u>

Compassion Tigard
Profit & Loss
 All Transactions

	December 30, '10
Previous Balance	2,665.96
Income	10,280.00
4000 · Contributions	10,280.00
4020 · Non-Contributions	0.00
4020.05 · Sale of Food	0.00
4020.10 · Sale of Books	0.00
4020.15 · Sale of Audio	0.00
4020.20 · Sale of Video	0.00
4020.25 · Sale of Purchased Assets	0.00
4020.30 · Sale of Contributed Assets	0.00
4020.35 · Event Admission	0.00
4020.40 · Seminar Admission	0.00
4020.45 · Fellowship Functions	0.00
4020.50 · Interest	0.00
4020.55 · Miscellaneous	0.00
4020.60 · Fundraiser	0.00
4020.65 · Refund/Reimbursement	0.00
4020.70 Funds Transfer	0.00
4030 · In-Kind Donations	0.00
Expense	8,368.47
6000 · Administrative Support	1,325.95
6000.05 · Bank Fees	0.00
6000.10 · Appreciation	131.90
6000.15 · Contract Labor	0.00
6000.20 · Telephone	0.00
6000.25 · Insurance	0.00
6000.30 · Office Equipment - Purchase	0.00
6000.35 · Office Equipment - Rental	0.00
6000.40 · Office Equipment - Maintenance	0.00
6000.45 · Office Supplies	159.65
6000.50 · Computers	0.00
6000.51 · Computer Software	0.00
6000.52 · Computer Hardware	0.00
6000.53 · Internet/E-mail/Website	0.00
6000.55 · Vehicle Expenses	0.00
6000.60 · Legal (Contracts/Leases/etc.)	0.00
6000.65 · Postage	0.00
6000.70 · Photocopies	0.00
6000.75 · Meeting Expenses	34.40
6000.80 · Facility Rentals	0.00
6000.81 · Building Rentals	0.00
6000.82 · Unit Rentals	0.00
6000.85 · Miscellaneous	300.00
6000.90 · Clinic Membership Fee	700.00
6005 · Prayer Team	0.00

Compassion Tigard
Profit & Loss
 All Transactions

	<u>December 30, '10</u>
6005.05 · Volunteer Recruit	0.00
6005.10 · Networking/Communications	0.00
6005.15 · Prayer/Worship Events	0.00
6010 · Medical Team	0.00
6010.05 · Prescriptions	0.00
6010.10 · Medical Equipment/Units	0.00
6010.15 · Volunteer Recruit	0.00
6010.20 · Medical Records	0.00
6010.25 · Networking/Communications	0.00
6015 · Dental Team	600.00
6015.05 · Prescriptions	0.00
6015.10 · Dental Equipment/Units	600.00
6015.15 · Volunteer Recruit	0.00
6015.20 · Dental Records	0.00
6015.25 · Networking/Communications	0.00
6020 · Hospitality Team	3,400.91
6020.05 · Food	3,400.91
6020.10 · Volunteer Recruit	0.00
6020.15 · Equipment/Units	0.00
6020.20 · Decorations	0.00
6025 · Interpreters Team	0.00
6025.05 · Volunteer Recruit	0.00
6025.10 · Training	0.00
6025.15 · Networking/Communications	0.00
6030 · Social Services Fair Team	65.07
6030.05 · Fair Decorations	65.07
6030.10 · Volunteer Recruit	0.00
6030.15 · Networking/Communications	0.00
6030.20 · Seminars	0.00
6030.25 Fair Activities	0.00
6035 · Equipment Management Team	145.42
6035.05 · Volunteer Recruit	0.00
6035.10 · Networking/Communications	0.00
6035.15 · Equipment/Units	145.42
6040 · Parking/Security Team	0.00
6040.05 · Volunteer Recruit	0.00
6040.10 · Networking/Communications	0.00

Compassion Tigard
Profit & Loss
 All Transactions

	December 30, '10
6040.15 · Equipment/Units	0.00
6045 · Shuttle Service Team	0.00
6045.05 · Volunteer Recruit	0.00
6045.10 · Networking/Communications	0.00
6045.15 · Equipment/Units	0.00
6050 · Follow-Up Team	29.95
6050.05 · Volunteer Recruit	0.00
6050.10 · Networking/Communications	0.00
6050.15 · Equipment/Units	29.95
6050.20 · Follow-Up Activities	0.00
6055 · Public Relations Team	2,574.95
6055.05 · Media Networking/Communications	0.00
6055.10 · Printed Networking/Communications	727.00
6055.15 · Signs	0.00
6055.20 · T-Shirts	1,847.95
6055.25 · Volunteer Recruit	0.00
6055.30 · Equipment/Units	0.00
6060 · Leadership Team	0.00
6060.05 Insurance	0.00
6060.06 · Unemployment Insurance	0.00
6060.07 · Worker's Compensation Insurance	0.00
6060.10 · OR - WBF Assessment	0.00
6060.15 · Staff Compensation	0.00
6060.16 · Base Salary	0.00
6060.17 · Housing Allowance	0.00
6060.18 · Medical Allowance	0.00
6060.19 · Life Insurance Allowance	0.00
6060.30 · Recruiting & Others	0.00
6060.35 · Meeting Costs	0.00
6060.40 · Mileage	0.00
6060.45 · Retreats	0.00
6060.50 · Accountability Plan Expenditures	0.00
6060.60 · Networking/Communications	0.00
6060.65 · Volunteer Recruit	0.00
6060.70 · Equipment/Units	0.00
6060.75 · Fundraisers	0.00
6065 · Children's Ministry Team	226.22
6065.05 · Toys/Activity Items/Give-Aways	226.22
6065.10 · Networking/Communications	0.00
6065.15 · Volunteer Recruit	0.00
6065.20 · Equipment/Units	0.00

Compassion Tigard
Profit & Loss
All Transactions

	<u>December 30, '10</u>
6065.25 · Security	0.00
6070 · Financial Team	0.00
6070.05 · Computer Software	0.00
6070.10 · Computer Hardware	0.00
6070.15 · Networking/Communications	0.00
6070.20 · Equipment/Units	0.00
6080 · In-Kind Donations	0.00
Total Income	10,280.00
Total Expense	8,368.47
Net Income	1,911.53

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-639-4171
FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST
Due: February 11, 2011

Event Name: City of Tigard Dog Park Community Events

Website: www.tigarddogparks.org

Address: 11774 SW 125th Ct.

City, State, Zip: Tigard, OR 97223

Contact Name: Chris Garsteck

Telephone Number: (503) 347-9841

E-mail address: kariba_or@msn.com

1. Request (express in whole dollar amounts only)

Cash	\$ 400
In-Kind Services	\$ -0-
Total Request	\$ 400

2. Purpose of Funding Request:

The Tigard Dog Park Committee is a citizens group that works with the Tigard Parks Department to manage off-leash dog parks in the City of Tigard. This request is for funds to support the community events organized by the Committee at the off-leash dog parks and for human/canine educational materials which are available at the dog parks and on our website.

The Dog Park Committee continues to be very grateful to have received previous grant funding. We strive to be good stewards of the funds for the benefit of the human and canine users of the dog parks.

The grant funds will continue to help the Dog Park Committee provide the sense of 'community' at the dog parks in the next fiscal year.

Dog Days of Tigard: This is a celebration of Tigard's off-leash dog parks held at Potso Dog Park. Last summer's event was held on July 17, 2010. Attached is a copy of the advertising flyer for that event and The Tigard Times newspaper article about the event. The event featured City of Tigard representatives that provided information about the renovation of Ash Ave dog park and ways for folks to get involved with local neighborhood citizens group. K-9 Police units from both the City of Tigard and Washington County attended the event and shared their stories with the audience. Community Pet Clinic in Tigard provided advice on canine health issues. Also in attendance was a professional dog groomer, Washington County Animal Services, BARK Busters, Dove Lewis Emergency Pet Hospital and Washington

County Clean Water Services. Two other Tigard businesses, Indoor Dog Park and At Home Doggy DayCare gave attendees lots of information about their doggie services. PetUtopia handed out discount coupons for everyone. It was a fabulous event that was attended by about 150 people and their canine companions.

'Musical hula-hoops' (canine version of musical chairs) was an event favorite and provided entertainment for both the game participants and the onlookers.

The date for the next Dog Days of Tigard is scheduled for July 16, 2011. Grant funds will be used for creating advertising flyers and raffle/game prizes to supplement merchant donations. **\$225**

Halloween Dog and Owner Costume Contest: Many 'true' Oregonians braved the rainy weather and dressed up their canine companions to compete in the Annual Halloween Costume Contest at Potso Dog Park. The distinguished panel of judges at the 2010 event included Mayor Craig Dirksen, Dr. Bianca Shaw from Back on Track Veterinarian Rehab Center and Chief of Police Alan Orr. Tigard businesses also supported this event. Colleen Leach of Bowser's Bath (self service dog wash) located on Pacific Hwy donated a gift certificate for a Complete Self Service Dog Wash (\$18 value). Greg White of Davidson's Casual Dining, located on Pacific Hwy, donated homemade doggie biscuits along with a coupon for a free root beer float for every contestant. Prizes were awarded for Best Overall Costume, Best Owner Participation Costume, Best Theme Costume, and Best Originality Costume.

The Times Newspaper published an article and picture from the event (see attachment). Grant funds will be used for contest flyers and prizes for the October 2011 scheduled event. **\$125**

Office Supplies: Educational flyers are posted at the dog parks throughout the summer. The flyers are printed on colored paper to draw dog owner's attention to them. Approximately 75-100 copies of each are needed each year. Dog park updates and notifications are posted at each park letting users know when closures are scheduled, special events are upcoming and other information as needed. A general dog park flyer about dog parks in the City of Tigard is made available at all of the dog parks. Grant funds will be used for laminating sheets, print cartridges and paper. **\$50**

3. How will this event benefit the Tigard Community?

The dog parks in Tigard bring people together in the community. This happens on a daily basis when users meet with their canine companions as well as at our community events.

In the past few months, users were urged to email the Parks and Recreation Advisory Board (PRAB) to let them know why it was so important to recommend purchase of the Potso property to the Tigard City Council. Here are excerpts from the emails that PRAB received:

- ❖ Very happy to know there is a pursuit for the city to purchase the land for Potso Dog Park. We need to have this to provide a safe place for humans and dogs to exercise and play together since dogs are such members of our families anymore. Be the precedent for all of Oregon! For the love of dogs, April
- ❖ Because I have a small dog, and I meet local residents every day who also have small dogs, there seems to be a unanimous feeling that Tigard needs to have a dog park like the one at Summerlake, open most of the time, for smaller dogs. I (and many, many others!) would greatly appreciate your taking this suggestion under consideration. Thank you, Carol Stone
- ❖ I am one of those Tigard folks who is so grateful for Potso Dog Park. I moved to Tigard from Multnomah Co in 2007 and discovered that park. I love it, the people are great and I appreciate the City efforts to maintain it. I really hope it continues. I love living in Tigard-I tell everyone to move here. Thanks, Susan Harris 8735 SW 75th Ave, Tigard
- ❖ I would like to share my support and appreciation to the City of Tigard. The recent purchase of this park is wonderful for so many of us who have dogs and need space for them to have exercise and socialization (including the owners too). For the past 3 years I have been a regular visitor and hope to continue if possible. Thank you very much. Sandra Camara (503) 520-1794
- ❖ Potso is a fantastic asset to our metro area and has been a lifesaver for me as the owner of three Portuguese Water Dogs over the past decade. It's probably done more for ME than the dogs! The location, access, size, and most importantly, the small dog park for the little guys, is a tremendous asset to all of us on the West Side. Thank you,
Ruth Feiring
- ❖ As a member of the Tigard Dog Park Committee, I hope the Tigard Parks and Recreation Board can appreciate the high volume usage of this park, and how important it is to dog owners in Tigard, including Lake Oswego, Beaverton and Tualatin. This potential purchase has been a “hot” topic at the park, with everyone very concerned the purchase will not go through....then “what will we do” is the response. The park is a critical service to dog owners in so many ways. It enables good socialization of the dogs, a place for the dogs to get proper and needed exercise and run and play to their hearts content (walking just does not do that), allows seniors and ADA folks to exercise their dogs in a safe environment.
Sincerely, Nancy Wiles Tigard, OR.
- ❖ I am a resident of Tigard. My dog Mosley and I are regular visitors to Potso Dog Park. This park is very important to us. I appreciate being

able to visit a park close to home that is a safe and fun place for my dog to play and for me to socialize with my neighbors. I am a new dog owner and would not have found so many great pet owner resources without the support of the people I met at Potso. It is very important for the Parks and Recreation Advisory Board to continue the pursuit of the land purchase for Potso as part of the bond measure in the City of Tigard. Also, if this park becomes permanent, it would be amazing to have lights installed. Thank you for your consideration. Brooke Lowe

- ❖ I would like to add my name in support of the Potoso Dog Park. I am a regular user of this park and look forward to good weather so my dog and I can take advantage of the facility. I voted for the aquisition of land for parks in our community. This one is used by so many people, I felt sure you would take advantage of it being for sale at this time. Please provide for those of us who have dogs and need a off leash park for our pets. Thank you, Carolyn Barker
- ❖ Just a note to let you know how much my customers appreciate Potso Park, and that they would love to have the city purchase the land to be able to have the dog park permanently. I just adopted a dog who spent time at Potso during his foster time. He really needs a lot of exercise, and his foster mom didn't have the space to let him run to his heart's content. She took him to Potso, and he ran the big dogs ragged! Many of my customers come in, and see someone they recognize from Potso, so I know it has a huge following! It also helps build a sense of community for dog lovers. Warmest Regards, Margie Vincent-Roberts, PetUtopia 8670 SW Scholls Ferry Rd.

These comments from Tigard residents and a business owner speak volumes in regards to what the dog parks bring to the Tigard community.

4. How many Tigard residents do you anticipate participating in this event (or these events)?

For the year 2010, participation has been between 20-60 residents at each event (Dog Days of Tigard and the Halloween Costume Party). Actual attendance is higher if non-residents are included.

Educational materials continue to reach over 150 users in distributed flyers alone. The materials are also posted throughout the dog parks so the total number of residents who additionally read the information, without taking a copy, would be higher but difficult to measure.

Also, the City of Tigard's web site has information on how citizens can provide feedback on events, register concerns and make suggestions. The Committee does respond to all emails, as needed. If the Committee does not have the information to respond to the email, it is then forwarded to the Parks Department Supervisor for a response.

The Tigard Dog Park website is another resource that is available to residents.

5. Please submit the following information with this request:

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures.

The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. **** SEE ATTACHED**

- b. Audit report or financial statements for the last fiscal year. **** SEE ATTACHED**

- c. Articles of Incorporation.* The Tigard Dog Park Committee is not incorporated.

- d. 501(c)(3) status.* The Tigard Dog Park Committee does not have 501©(3) status.

- e. Organization Bylaws.* See above.

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at Lizbeth@tigard-or.gov.

Attachments:

1. Financial statements for dog park accounts provided by the City of Tigard Finance Department.
2. Dog Days of Tigard 2010 advertising flyer
3. The Times Newspaper article on the Dog Days of Tigard
4. Halloween Costume Contest 2010 advertising flyer
5. The Times Newspaper article on the Halloween Costume Contest

General Ledger

Detailed Trial Balance

User: kathyge
 Printed: 02/08/2011 - 8:54
 Period 1 to 8, 2011



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
100	GENERAL FUND					
LIABILITIES						
100-0000-23308	Dog Park Trust Account					
08/04/2010 CR 02 000062	Cash Receipts Batch 304.08.2010			30.00		
08/19/2010 CR 02 000282	Cash Receipts Batch 419.08.2010			196.95		
	100-0000-23308 Totals:		(1,965.79)	0.00	226.95	(2,192.74)
	100-0000 LIABILITIES Totals:		(1,965.79)	0.00	226.95	(2,192.74)
	LIABILITIES Totals:		(1,965.79)	0.00	226.95	(2,192.74)
	100 Totals:	0.00	(1,965.79)	0.00	226.95	(2,192.74)
	Report Totals:	0.00	(1,965.79)	0.00	226.95	(2,192.74)

General Ledger

Detailed Trial Balance

User: kathyge
 Printed: 02/08/2011 - 8:52
 Period 1 to 8, 2011



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
100	GENERAL FUND					
LIABILITIES						
100-0000-23307	Dog Park Social Service Grant			0.00	400.00	
07/13/2010 GL 01 000155 FY 10/11 Dog Park Donation						
	100-0000-23307 Totals:		(282.23)	0.00	400.00	(682.23)
	100-0000 LIABILITIES Totals:		(282.23)	0.00	400.00	(682.23)
	LIABILITIES Totals:		(282.23)	0.00	400.00	(682.23)
	100 Totals:	0.00	(282.23)	0.00	400.00	(682.23)
	Report Totals:	0.00	(282.23)	0.00	400.00	(682.23)

General Ledger Detailed Trial Balance

User: kathyge
 Printed: 02/08/2011 - 8:58
 Period 1 to 12, 2010



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
100	GENERAL FUND					
LIABILITIES						
100-0000-23308	Dog Park Trust Account					
07/20/2009 CR 01 000273	Cash Receipts Batch 420.07.2009			0.00	117.63	
07/28/2009 CR 01 000425	Cash Receipts Batch 428.07.2009			0.00	20.00	
09/14/2009 CR 03 000179	Cash Receipts Batch 414.09.2009			0.00	293.41	
09/30/2009 GL 03 000514	9/23/2009-ABOVE ALL FEN/211137			1,700.00	0.00	
10/08/2009 GL 04 000506	Dog Park Supplies /211070			48.98	0.00	
01/26/2010 CR 07 000349	Cash Receipts Batch 426.01.2010			0.00	10.00	
04/15/2010 GL 10 000496	Website Maint Fee (Dog/217939			83.76	0.00	
	100-0000-23308 Totals:		(3,357.49)	1,832.74	441.04	(1,965.79)
	100-0000 LIABILITIES Totals:		(3,357.49)	1,832.74	441.04	(1,965.79)
	LIABILITIES Totals:		(3,357.49)	1,832.74	441.04	(1,965.79)
	100 Totals:	0.00	(3,357.49)	1,832.74	441.04	(1,965.79)
	Report Totals:	0.00	(3,357.49)	1,832.74	441.04	(1,965.79)

General Ledger Detailed Trial Balance

User: kathyge
 Printed: 02/08/2011 - 8:56
 Period 1 to 12, 2010



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
100	GENERAL FUND					
	LIABILITIES					
100-0000-23307	Dog Park Social Service Grant					
	100-0000-23307 Totals:		(282.23)	0.00	0.00	(282.23)
	100-0000 LIABILITIES Totals:		(282.23)	0.00	0.00	(282.23)
	LIABILITIES Totals:		(282.23)	0.00	0.00	(282.23)
	100 Totals:	0.00	(282.23)	0.00	0.00	(282.23)
	Report Totals:	0.00	(282.23)	0.00	0.00	(282.23)

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-639-4171

**FY 2011-2012
COMMUNITY EVENTS FUNDING REQUEST**

Due February 11, 2011

Event Name: TIGARD AREA FARMERS MARKET
Address: PO BOX 230421
City, State, Zip: TIGARD, OR 97281
Contact Name: KIM MARSHALL, MARKET MASTER
Telephone Number: 503-639-2900
E-mail address: tafmmail@gmail.com

1. **Request** (express in whole dollar amounts only)

Cash	\$8,500.00
In-Kind Services (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	0.00
Total Request:	\$8,500.00

2. **Purpose of Funding Request:**

Funding of \$8500 will allow the purchase of:

- Three canopies necessary to conduct food preparation demonstrations during the Farmers Market (Estimated cost: \$600)
- Other furniture and equipment for food demonstrations such as a sound system, portable cook top, utensils, etc., (Estimated cost: \$1400)
- Hand washing station to facilitate food demonstrations and related plumbing upgrades (Estimated cost: \$2500)
- Demonstrators (estimated \$1000)
- Cost of food for demonstrations (estimated \$1000)
- Advertising and outreach (estimated \$2000)

3. **How will this event benefit the Tigard Community?**

In 2011 the Tigard Area Farmers Market (TAFM) hopes to expand upon our healthy eating demonstration program as part of our overall goal of being a community gathering place and resource for sustainability.

Specifically, we will present educational demonstrations throughout the TAFM season (May-October) on the benefits of eating locally. We will staff a "Farm to Family" booth with

experts in eating and growing fresh local foods, how to prepare those foods even on a limited budget and other aspects of sustainable living.

Our goal is to communicate the benefits of eating locally:

1. Local foods Are Fresher and taste better.
2. Local foods are seasonal.
3. Local foods usually have less environmental impact.
4. Local foods preserve green space & farmland.
5. Local foods promote food safety.
6. Local foods support our local economy.
7. Local foods promote variety.
8. Local foods create community.

The later point is particularly important to us since we consider one of our primary purposes is to provide a community gathering place.

Our outreach efforts will include providing our school district, City of Tigard, Neighborhood Network web sites, TAFM website, local businesses, and media with information on our program and healthy eating tips.

4. How many Tigard residents do you anticipate participating in this event (or these events?)

Approximately 100 residents per week for 26 weeks (over 2500 residents)

5. Please submit the following informaiton with this request:

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending ballances, major revenue sources, major expenditure categories and number of authorized positions. **
- b. Audit report or financial statements for the last fiscal year**
- c. Articles of Incorporation * (**has been submitted in the last five years**)
- d. 5019(c)(3) status* (**has been submitted in the last five years**)
- e. Organization Bylaws* (**has been submitted in the last five years**)

*Information not required if it has been submitted at least once in the last five years.

**Lack of adequate financial information could result in denial of request.

TAFM FINANCIAL COMPARISON
2003 - 2011

A	B	C	D	E	F	G	H	I	J	K	L
Description	2003(1)	2004(1)	2005(2)	2006(2)	2007(2)	2008(2)	2009(3)		2010(3)	2011	
									Budget	Budget	
1 Receipts											
2 Vendor Space Fees(net)	30,651	33,889	39,069	40,834	37,706	33,365	35,366		42,000	36,000	
4 Grants **						1,500	13,000		12,000	22,000	
5 Total Receipts	30,651	33,889	39,069	40,834	37,706	34,865	48,366		54,000	58,000	
6											
7 Expenses											
8 Private Contractors	20,950	18,910	23,219	22,238	21,500	20,077	18,013		26,000	26,000	12+6+6+2
9 Rent, Utilities & Maint	2,533		1,295	4,372	2,511	1,271	2,474		1,300	1,200	
10 Printing & Postage	1,638	428	389	361	244	181	368		650	720	
11 Depreciation	3,000	3,000	3,000	3,000	3,000	3,000	3,700		3,700	4,800	
12 Insurance	1,179	1,240	1,300	653	977	685	670		1,200	2,200	
13 Market Entertainment	2,195	2,639	2,885	4,300	3,800	4,250	75		2,600	1,300	
14 Licenses & Permits	100	100	75	152	168	208	130		260	260	
15 Lot Sweeping		362	135	13					600	400	
16 Auto	231	225	319						120	120	
17 Isuzu Van							3,304		1,300	1,300	
18 Restrooms		1,355	1,539	1,780	1,495	1,500	1,335		1,800	2,600	
19 Supplies		1,607	2,824	1,378	2,234	1,156	931		1,200	1,200	
20 Advertising & Signage		2,188	1,462	2,053	1,904	2,775	2,138		3,000	4,800	
21 Parking Lot			870	1,200	1,245	1,200	1,300		1,300	3,900	100+50x26
22 Web Site & Cr Cd Proc						1,042	808		1,200	1,200	
23 Acct. & Tax Return							1,360		1,200	1,500	
24 Demo - Healthy Food									6,000	4,800	
25 Tokens Outstanding						170	-934		-1,000	-1,000	
26 Civic Fundraising							471		500	500	
27 Other Misc	2,301	2,366	3,112	3,042	2,659	1,488	1,618		570	200	
28 Total Expense	31,826	32,054	39,312	41,500	39,078	37,345	37,761		53,500	58,000	
29											
30 Excess or (Deficit)	(3,476)	(531)	(3,355)	(3,708)	(4,031)	(4,138)	10,605		500	0	
31											
32 Total Assets 12/31	27,273	26,742	23,144	19,717	15,372	11,532	22,170		15,000	18,000	
33 Cash On Hand 12/31	3,273	5,742	5,144	4,717	3,372	2,532	9,870		5,000	4,800	
34											
35 ** Grant detail-line 4:											
36 New Seasons						1,500	1,500		8,500	1,500	
37 City Tigard							8,500		8,500	8,500	
38 Crown Carpets							3,000				

SOURCE: (1)Tax Return Form 990-EZ
(2)Tax Return Form 1120
(3) Corp. Acct Records

2011 Budget #1
Schedule Rev. 1-15-11
swb

TAFM
Balance Sheet
 As of December 31, 2010

	Dec 31, 10
ASSETS	
Current Assets	
Checking/Savings	
1105 · Wells Fargo General	1,242.08
1106 · Wells Fargo MS	1,733.65
1107 · Wells Fargo Savings 9290	617.71
1108 · Wells Fargo Savings 9308	617.71
Total Checking/Savings	4,211.15
Total Current Assets	4,211.15
Fixed Assets	
1210 · Building-Net	
1211 · Building #1 Original Cost	25,000.00
1212 · Building Depreciation	-22,500.00
Total 1210 · Building-Net	2,500.00
1250 · FF&E #1 Net	
1251 · FF & E #1 Original Cost	5,000.00
1252 · FF&E Depreciation #1	-4,500.00
Total 1250 · FF&E #1 Net	500.00
1260 · Furniture Fixture & Equipment#2	
1262 · F F & E #2 Depreciation	-1,120.94
1260 · Furniture Fixture & Equipment#2 - Other	6,120.94
Total 1260 · Furniture Fixture & Equipment#2	5,000.00
1280 · Vehicles	
1281 · Van, Izuzu, UD18,000	7,000.00
1282 · Van, Izuzu Depreciation	-1,400.00
Total 1280 · Vehicles	5,600.00
Total Fixed Assets	13,600.00
TOTAL ASSETS	17,811.15
LIABILITIES & EQUITY	
Equity	
2510 · Opening Bal Equity	24,985.09
2520 · Retained Earnings	-2,814.97
Net Income	-4,358.97
Total Equity	17,811.15
TOTAL LIABILITIES & EQUITY	17,811.15

TAFM
Profit & Loss
 January through December 2010

	Jan - Dec 10
Ordinary Income/Expense	
Income	
3100 · Space Fees Weekly	33,922.00
3700 · Grants Received	8,500.00
Total Income	42,422.00
Expense	
4100 · Contract Labor	
4110 · Market Manager	10,500.00
4120 · Assistant Manager	5,600.00
4130 · Community Marking Manager	2,500.00
Total 4100 · Contract Labor	18,600.00
4200 · Advertising	
4201 · outside company advertising	1,254.00
4200 · Advertising - Other	6,694.40
Total 4200 · Advertising	7,948.40
4207 · Speical Community Events	538.45
4210 · Insurance	2,826.00
4215 · Licenses and Permits	192.50
4220 · Market Entertainment	475.00
4225 · Automobile Expense	67.32
4228 · Delivery Truck	2,306.70
4230 · Market Supplies	397.30
4235 · Office Supplies	107.10
4240 · Parking Lot	
4241 · Parking lot setup expense	1,140.00
4240 · Parking Lot - Other	2,700.00
Total 4240 · Parking Lot	3,840.00
4255 · Postage and Delivery	105.00
4260 · Printing & Copying	111.48
4265 · Professional Development	469.00
4270 · Professional Fees	500.00
4280 · Repairs-Building & Equipment	226.50
4282 · Restroom Rental/Supplies	1,335.91
4290 · Telephone	1,323.96
4300 · Volunteer Expense	1,105.00
4305 · Web Hosting	375.60
4310 · Depreciation Expense-Building	2,500.00
4315 · Depreciation-FF & E	1,620.94
4316 · Depreciation Vehicles	700.00
4320 · Bank Service Charges	343.15
4322 · Credit Card Processing Fees	548.35
4325 · Dues and Subscriptions	430.00
Total Expense	48,993.66
Net Ordinary Income	-6,571.66
Other Income/Expense	
Other Expense	
5010 · Clearance-Plastic Card	-2,212.69
Total Other Expense	-2,212.69
Net Other Income	2,212.69
Net Income	-4,358.97

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-718-2487

**FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST**

Due: February 11, 2011

Event Name: Tigard High School All Night Drug and Alcohol Free Grad Night Celebration

Address: PO Box 23664

City, State, Zip: Tigard, OR 97281-3664

Contact Name: Debbie Walker

Telephone Number: 503620-4911 cell: 503-703-9694

E-mail address: debbie.walker@sammedical.com

1. **Request (express in whole dollar amounts only)**

Cash	\$2,00.00
In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	<u>0</u>
Total Request	\$2,000.00

2. **Purpose of Funding Request:**

We are requesting this grant to help pay for the grad night celebration. As an all parent committee, we get no funds from the school district so it is up to our committee to raise all the funds for this event. This event cost between \$24,000 to \$30,000 to put on. This money comes from fundraising events, event ticket sales, donations from parents and local business and grant awards. The money is used to pay for the site of the party, food, activities and entertainment, and prizes.

3. **How will this event benefit the Tigard Community?**

This event brings so many parents and local businesses together who volunteer their time and money to make this event happen. The Community benefits from allowing the graduates a safe, supervised and fun-filled night to celebrate their achievements. In other words, they are off the streets and not partying with drugs and alcohol. They will live to see a brilliant future after their graduation of high school.

4. **How many Tigard residents do you anticipate participating in this event (or these events)?**

We hope to have 300 graduates attending the celebration. We will also have 30-50 parent event volunteers working the event as chaperones on the buses or activity volunteers. Our planning committee is also made up of 26 parents. We also have many parents and local businesses that volunteer their time, money or products.

5. **Please submit the following information with this request:**

- Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
**
- Audit report or financial statements for the last fiscal year.**
- Articles of Incorporation.*
- 501(c)(3) status.*

**Tigard High School
 2011 Drug and Alcohol Free Graduation Party
 2009-2010 Actual/2010-2011 Budget**

	2010 Actual	2011 Budget
INCOME		
Ticket Sales	\$ 14,085.00	\$ 16,000.00
Donations-Corporate	\$ 3,900.00	\$ 4,500.00
Donations-Parents	\$ 535.00	\$ 200.00
Donations THS Staff	\$ 997.00	\$ -
Fundraising-Balloon Festival	\$ 1,000.00	\$ 1,000.00
Fundraising-50/50 Raffle	\$ 1,131.00	\$ 1,200.00
Fundraising-Snack Shack	\$ 987.00	\$ -
Fundraising-Spring Fling	\$ 826.23	\$ 1,100.00
Fundraising-Restaurants	\$ 232.99	\$ 500.00
Grants-Juan Young Trust	\$ 1,500.00	\$ 1,500.00
Grants- City of Tigard	\$ 2,000.00	\$ 2,000.00
Income-Interest	\$ 0.54	
TOTAL INCOME	\$ 27,194.76	\$ 28,000.00
EXPENSES		
Refunds	\$ 150.00	\$ 100.00
Site Rental	\$ 5,050.00	\$ 5,500.00
Entertainment	\$ 12,625.00	\$ 12,000.00
Decorations	\$ 508.86	\$ 400.00
Food/Beverages	\$ 704.39	\$ 1,000.00
Gifts/Prizes	\$ 4,214.88	\$ 4,500.00
Advertising/Printing	\$ -	\$ 200.00
Postage	\$ 334.00	\$ 350.00
Fundraising Expenses	\$ 528.50	\$ 200.00
Bus Driver Gifts	\$ 187.16	\$ 150.00
Bank Fees	\$ 27.32	\$ 30.00
Miscellaneous	\$ 767.78	\$ 500.00
TOTAL EXPENSES	\$ 25,097.89	\$ 24,930.00
Net Income/(Loss)	\$ 2,096.87	\$ 3,070.00

Graduation Celebration Committee
Year to Date Income Statement
For the Twelve Months Ending June 30, 2010

	Current Year Actual	Current Year Budget	Over/(Under) Budget	Variance Percent
Income				
Ticket Sales	\$ 14,085.00	\$ 13,750.00	335.00	2.44
Donations - Corporate	3,900.00	5,000.00	(1,100.00)	(22.00)
Donations - Parent	535.00	200.00	335.00	167.50
Donations - THS Staff	997.00	0.00	997.00	0.00
Fundraising - Balloon Festival	1,000.00	1,000.00	0.00	0.00
Fundraising - 50/50 Raffle	1,131.00	1,000.00	131.00	13.10
Fundraising - Snack Shack	987.00	700.00	287.00	41.00
Fundraising - Spring Fling	826.23	3,000.00	(2,173.77)	(72.46)
Fundraising - Restaurants	232.99	0.00	232.99	0.00
Grants - Juan Young Trust	1,500.00	0.00	1,500.00	0.00
Grants - Tigard Turns the Tide	2,000.00	0.00	2,000.00	0.00
Income-Interest	0.54	0.00	0.54	0.00
Total Income	<u>27,194.76</u>	<u>24,650.00</u>	<u>2,544.76</u>	<u>10.32</u>
Expenses				
Refunds	150.00	100.00	50.00	50.00
Site Rental	5,050.00	5,050.00	0.00	0.00
Entertainment	12,625.00	10,000.00	2,625.00	26.25
Decorations	508.86	200.00	308.86	154.43
Food/Beverages	704.39	500.00	204.39	40.88
Gifts/Prizes	4,214.88	5,000.00	(785.12)	(15.70)
Advertising/Printing	0.00	500.00	(500.00)	(100.00)
Postage	334.00	600.00	(266.00)	(44.33)
Fundraising	528.50	0.00	528.50	0.00
Helper Gifts	187.16	400.00	(212.84)	(53.21)
Bank Fees	27.32	0.00	27.32	0.00
Miscellaneous	767.78	100.00	667.78	667.78
Total Expenses	<u>25,097.89</u>	<u>22,450.00</u>	<u>2,647.89</u>	<u>11.79</u>
Net Income/(Loss)	<u>\$ 2,096.87</u>	<u>\$ 2,200.00</u>	<u>(103.13)</u>	<u>(4.69)</u>

For Management Purposes Only

EST. 1978



*Enriching our future by
preserving our past*

February 1, 2011

Mr. Toby LaFrance
City Finance Office
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223

Dear Mr. LaFrance,

As President of the Tigard Historical Association it is my great pleasure to once again apply for a City of Tigard Events Grant. I have a long history with THA. I remember well when Elsie Ames sold the depilated John Tigard House for \$1 to the newly formed THA for the express purpose of saving an important piece of Tigard cultural history. The restored house was placed on the National Historic Register in 1981. The house became Tigard's first museum, and TIGARD'S only historic home open to the public.

The John Tigard House has been the site of fun, historically interesting events over its 30-year history: The Old-fashioned Ice Cream Social, the Apple Harvest Festival, Curtis Tigard's Birthday Party and the Victorian Christmas Celebration.

-

PHONE: 503-639-2857 MAIL: PO BOX 230402 TIGARD, OR 97281

LOCATION: JOHN TIGARD HOUSE - 103RD & SW CANTERBURY LANE TIGARD, OREGON

EST. 1978



*Enriching our future by
preserving our past*

These events take much planning and effort but we feel that we are providing good wholesome activities for the Tigard community.

Enclosed you will find our Events Grant application and the requested support documents. I apologize for not being able to give our 2010, 2011 and 2012 budgets as an Excel spreadsheet. I recently purchased a new computer with Word 2007. I have yet to learn the new formatting for Excel.

Sincerely,

A handwritten signature in cursive script that reads "Mary Feller".

Mary Feller

PHONE: 503-639-2857 MAIL: PO BOX 230402 TIGARD, OR 97281

LOCATION: JOHN TIGARD HOUSE - 103RD & SW CANTERBURY LANE TIGARD, OREGON

FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST

Due: February 11, 2011

Event Name: Tigard Historical Association 2011 Events: April 16 Curtis Tigard's 102nd Birthday Party; July 16 Old-fashioned Ice Cream Social; October 1 Apple Harvest Festival;
December 3 Victorian Christmas Celebration.

Address: John Tigard House, 10310 SW Canterbury Lane; Mailing address is P.O.
Box 23040 2,

City, State, Zip: Tigard, Oregon 97281

Contact Name: Mary Feller, THA President

Telephone Number: 503-639-1816 or Martha Worley at 503-747-9856

E-mail address: mary.feller@frontier.com

1. **Request** (express in whole dollar amounts only)

Cash	\$1500.00
In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	\$0.00
Total Request	\$1500.00

2. **Purpose of Funding Request:**

To help defray the costs of the four events: 102nd. Birthday Party of Curtis Tigard; July 16 Old-fashioned Ice Cream Social; October 1 Apple Harvest Festival; December 3 Victorian Christmas Celebration.

3. **How will this event benefit the Tigard Community?**

All four events have common goals: 1. To provide a venue where all family members can interact with other Tigard community families or individuals in a wholesome, safe environment. 2. To provide an event that will reacquaint Tigard families with historical American community traditions. 3. To provide events where Tigard families can feel a connection with the community of Tigard. Tigard is not just a bedroom community of Portland. It is THA's goal to enrich the culture of Tigard so people feel they are active participants in Tigard community life. Tigard is a vibrant community but each community event such as THA events make it even more so. 4. Our THA events have free admission which is particularly important in today's difficult economy. 5. Each event provides a learning opportunity for children. They make a project they can take home. 6. Each event takes place on the grounds of the John Tigard House Museum. A docent-led tour of the house is an opportunity for Tigard residents to learn about the founding of Tigardville and how it grew into today's Tigard.

4. How many Tigard residents do you anticipate participating in this event (or these events)? 800
5. **Please submit the following information with this request:**
- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
**
 - b. Audit report or financial statements for the last fiscal year.**
 - c. Articles of Incorporation.*
 - d. 501(c)(3) status.*
 - e. Organization Bylaws*

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at Lizbeth@tigard-or.gov.

Tigard Historical Association Budgets

Income	2010	2011	2012
	Actual	Projected	Projected
Membership Dues	\$2111.00	\$2000.00	\$2000.00
Corp. Donations	\$245.00	\$200.00	\$200.00
Grants			
City of Tigard	\$1500.00	\$1500.00	\$1500.00
Other grants	\$5000.00	\$0.00	\$10,000.00
Investment income	\$4298.94	\$4200.00	\$4200.00
General Donations	\$446.29	\$0.00	\$0.00
Gift Shop	\$253.00	\$250.00	\$250.00
Total Income	\$13,854.23	\$8,150.00	\$17,950.00
 Expenses			
Insurance	\$2564.00	\$2600.00	\$2600.00
Memberships	\$75.00	\$100.00	\$100.00
Office Supplies	\$18.57	\$25.00	\$25.00
Postage*	\$0.00	\$0.00	\$0.00
Printing	\$456.00	\$600.00	\$600.00
Professional Services	\$500.00	\$500.00	\$500.00
Annual Meeting	\$26.93	\$50.00	\$50.00
Curtis Tigard B-Party	\$25.66	\$50.00	\$50.00
Capital Improvements	\$0.00	\$0.00	\$50.00
The Collection	\$1000.00	\$1000.00	\$1000.00

Exhibitions	\$1828.00	\$500.00	\$500.00
Gift Shop Inventory	\$269.00	\$0.00	\$0.00
Repairs & Maintenance	\$0.00	\$0.00	\$10,000.00**
Signage	\$0.00	\$50.00	\$50.00
Utilities/ADT	\$1824.04	\$1900.00	\$1900.00
Programs	\$343.75	\$300.00	\$300.00
T0tal Expenses	\$9328.82	\$7725.00	\$17,775.00

***There is no financial cost for postage at this time since we purchased \$1000 worth of Forever stamps in 2009 when the postage was cheaper.**

****In 2012, the John Tigard House will need restoration and exterior paint. Currently there are several areas of dry rot which will require restoration prior to applying new exterior paint. We hope to secure foundation grants rather than tap into the THA Grace Houghton endowment.**

End of the year 2010
 Treasurer's Report, Harry Smith

General Fund	Year-to-Date 2010	Year-to-Date 2010												Year to Date			
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				
510131380 Receipts:	197.43																
110 Memberships	595.00	340.00	30.00	359.00	94.43	70.00	451.00	181.05	120.00	125.00	30.00	43.10	2,111.00				
120 General donations	13.77			54.00		5.00				54.93			446.29				
130, 1 C Tigard 100 BO																	
140 Corporate Donations	100.00	20.00		90.00	75.00		1,500.00	52.00		50.00	5,000.00	41.00	6,745.00				
300 Gift Shop Sales					20.00					50.00			253.00				
300.1 Interest	0.21	0.37	0.53	0.29	0.38	0.37	0.35	0.17	0.14	0.23	0.23	1.19	4.46				
150 Annual Meeting																	
Misc.																	
TOTALS	708.98	360.37	30.53	494.29	189.81	75.37	2,184.41	0.17	120.14	280.16	5,030.23	85.29	9,559.75				
**Funds transfer fr invest																	
*Funds Transfer fr Reserve			1,000.00					1,000.00									
*Funds Transfer fr backup		360.37	1,030.53	494.29	1,189.81	75.37	2,184.41	1,000.17	120.14	2,280.16	5,030.23	85.29	14,559.75				
GRAND TOTAL	708.98																
Expenses:																	
710 Collections/Supplies					10.00			1,000.00					1,000.00				
720 Exhibits					289.00								1,818.00				
730 Gift Shop Expenses		5.00											289.00				
740,750 Home registrations	12.78												58.37				
760 Insurance			1,152.00			-81.00	1,493.00						2,584.00				
770 Memberships to Org's				18.57			75.00						75.00				
780 Office supplies													18.57				
790 Postage				250.99		89.78	25.00					90.73	456.50				
800 Printing					500.00								500.00				
810 Professional Svcs							48.31			62.64	18.94	216.36	343.75				
820 Programs		206.93	252.03	112.54	129.07	160.78	129.30	146.18	136.39	188.73	143.75	214.88	1,824.04				
830 Utilities	5.30					28.93							28.93				
840 Annual Meeting Expenses																	
850 Misc.		44.00		25.66	38.00		200.00	60.00					342.00				
851 Cards Tigard Birthdays													25.66				
Total	18.08	255.93	1,404.09	417.86	938.07	198.49	2,005.01	1,206.18	227.12	2,071.06	160.69	430.24	9,328.82				
ENDING CHECKBOOK BAL.	888.33	992.77	619.21	695.64	949.36	838.26	1,017.86	814.81	704.67	913.77	5,832.89	5,438.36					

** The grand total includes a \$5000 transfer from one THA account to another. It is not actual income. The actual total income was \$9559.75. Plus investment income noted on the other document.

**

FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST

Due: February 11, 2011

Event Name: Tigard Safety Town
Address: P.O. Box 230724
City, State, Zip: Tigard, OR 97281-0724
Contact Name: Jenny Davis
Telephone Number: 503 579-1365
E-mail address: jlbavis@frontier.com

1. **Request** (express in whole dollar amounts only)

Cash

\$5,000.⁰⁰

In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)

See attached

Total Request

\$5,000.⁰⁰ cash
and in kind

2. **Purpose of Funding Request:**

See attached

3. **How will this event benefit the Tigard Community?**

See attached

4. **How many Tigard residents do you anticipate participating in this event (or these events)?**

170 Tigard Residents

5. **Please submit the following information with this request:**

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
**
- b. Audit report or financial statements for the last fiscal year.**
- c. Articles of Incorporation.*
- d. 501(c)(3) status.*
- e. Organization Bylaws*

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

*An electronic version of this application is available by contacting Liz Lutz at
Lizbeth@tigard-or.gov.*

Community Events Funding Request – Tigard Safety Town

1- In kind services-

Tigard Safety Town would like to use Tigard City Hall meeting room as a registration site. We would need the meeting room on the first or second Saturday in April 2012 from 8:00 am – 11 am. We have used the site previously with a \$40 charge, but now no longer have access to the facilities.

Currently Tigard Safety Town has been required to purchase general liability insurance at a cost of approximately \$3,000. In previous years Tigard Safety Town was able to use an insurance rider through the city. If possible we would like to use a rider through the city again.

2- The purpose of the funding request is to help maintain a relatively low cost for participants.

Tigard Safety Town is dedicated to providing a quality program that is affordable for all families. In 2011 the cost to operate Tigard Safety Town has increased, and rent will increase again in 2012. We would like to offset the recent increase in charges we have incurred from the Tigard Tualatin School District for the use of Mary Woodward Elementary.

3- Tigard Safety Town benefits the Tigard community by providing safety instruction to preschoolers and kindergarteners. Safety Town is a nine day session that teaches children ages 4-6 about safety through the use of live speakers, films, art projects, music and hands on activities such as riding Kett Cars in our own little Safety Town. Children learn about bicycle, pedestrian, water, home, fire, electrical, and personal safety. The community based, volunteer program partners with organizations such as the Tigard Police Department, Tualatin Valley Fire Department, PGE, and Poison Prevention to provide meaningful safety instruction to young children. In addition to providing safety instruction to preschoolers and kindergarteners, we provide service opportunities for middle school student. 20 middle school students are interviewed and trained by our certified teachers to serve as students instructors. Many of the student instructors participated in Tigard Safety Town as 4-6 year olds and return to serve other children. In 2012 Tigard Safety Town will celebrate its 40th year serving the children and youth in our community. Safety Town is coordinated each year by a committed group of parent volunteers who serve on the Board of Directors.

4- We anticipate 170 Tigard residents will participate in the program this year

5- Supplemental financial information. Tigard Safety Town has be saving and planning for capital improvements. The houses that we set up for the children need to be replaced at a cost of approximately \$500 each (8 houses total) and the Kett Cars need to be replaced. Kett cars are approximately\$ 300 dollars each and we need 10 – 15. We also carry a balance in the event that unexpected expenses arise as they did this year with the increase in rent form Tigard Tualatin School District.

**Tigard Safety Town
Financial Statement
2010 Budget Year**

	2010 Budget	2010 Actual
INFLOWS		
Donations Received	3000	1500
Financial Aid - Scholarships	0	
Tuition	9000	8710.00
TOTAL INFLOWS	\$12,000.00	\$10,210.00
OUTFLOWS		
Bank Charges	0	
Board Expenses	450	481.34
Equipment	0	211.93
Gift Certificates - Student Helpers	840	800.00
Gifts - Sponsors	100	185.00
Insurance	2782	2924.00
Maintenance : House and Car	0	
Maintenance : Painting Blacktop	0	
Miscellaneous		
Post Office Box Rental	74	70.00
Payroll Expenses	3400	3400.00
Postage	100	93.87
Printing	350	400.00
Publicity	150	
Rent	50	40.00
Special Programs	0	
Supplies		
Art Supplies	150	104.85
Office Supplies	100	35.05
Supplies/Other	0	
Registration	50	50.44
Student Instructor Party	150	120.00
T-shirts	1600	1076.25
Tax and Licenses	60	965.00
Website Set-up and Maintenance	200	471.39
TOTAL OUTFLOWS	\$10,606.00	\$11,429.12
NET CASH INFLOW (OUTFLOWS)	\$1,394.00	-\$1,219.12
BEGINNING CASH	\$19,785.67	\$19,785.67
ENDING CASH	\$21,179.67	\$18,566.55

**Tigard Safety Town
Financial Statement
2011 Budget Year**

	2011 Budget	2011 Actual
INFLOWS		
Donations Received	1500	
Financial Aid - Scholarships	-300	
Tuition	9425	
TOTAL INFLOWS	\$10,625.00	\$0.00
OUTFLOWS		
Bank Charges	0	
Board Expenses	450	
Equipment	0	
Gift Certificates - Student Helpers	840	
Gifts - Speakers	200	
Gifts - Sponsors	200	
Insurance	3000	
Maintenance : House and Car	200	
Maintenance : Painting Blacktop	0	
Miscellaneous	0	
Post Office Box Rental	70	
Payroll Expenses	3500	
Postage	100	
Printing	400	
Publicity	150	
Rent	2050	
Special Programs	0	
Supplies		
Art Supplies	150	
Office Supplies	100	
Supplies/Other	0	
Registration	50	
Student Instructor Party	150	
T-shirts	1200	
Tax and Licenses	60	
Website Set-up and Maintenance	200	
TOTAL OUTFLOWS	\$13,070.00	\$0.00
NET CASH INFLOW (OUTFLOWS)	-\$2,445.00	\$0.00
BEGINNING CASH	\$18,566.55	\$18,566.55
ENDING CASH	\$16,121.55	\$18,566.55

**Tigard Safety Town
Financial Statement
2012 Budget Year**

	2012 Budget	2012 Actual
INFLOWS		
Donations Received	1500	
Financial Aid - Scholarships	-300	
Tuition	9425	
TOTAL INFLOWS	\$10,625.00	\$0.00
OUTFLOWS		
Bank Charges	0	
Board Expenses	450	
Equipment	0	
Gift Certificates - Student Helpers	840	
Gifts - Speakers	200	
Gifts - Sponsors	200	
Insurance	3000	
Maintenance : House and Car	1000	
Maintenance : Painting Blacktop	0	
Miscellaneous	0	
Post Office Box Rental	70	
Payroll Expenses	3500	
Postage	100	
Printing	400	
Publicity	150	
Rent	4550	
Special Programs	0	
Supplies		
Art Supplies	150	
Office Supplies	100	
Supplies/Other	0	
Registration	50	
Student Instructor Party	150	
T-shirts	1200	
Tax and Licenses	60	
Website Set-up and Maintenance	200	
TOTAL OUTFLOWS	\$16,370.00	\$0.00
NET CASH INFLOW (OUTFLOWS)	-\$5,745.00	\$0.00
BEGINNING CASH	\$16,121.55	\$16,121.55
ENDING CASH	\$10,376.55	\$16,121.55

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-639-4171

FY 2011-2012 COMMUNITY EVENTS FUNDING REQUEST

Event Name: Tualatin Riverkeepers' Nature Recreation Events

Address: 12360 SW Main St., Suite 100

City, State, Zip: Tigard, OR 97223

Contact Name: Monica Smiley

Telephone Number: 503-620-7507

E-mail address: monica@tualatinriverkeepers.org

1. **Request** (express in whole dollar amounts only)

Cash	\$3,500 (see attached budget)
In-Kind Services (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	\$920
Total Request	\$4,420

2. **Purpose of Funding Request:**

Nature Recreation: Connecting Tigard Residents to the River in Their Community

Tualatin Riverkeepers (TRK) will provide canoe and kayak experiences on the Tualatin River for 1,000 participants at Cook Park in Tigard in 2011. Nature Recreation engages participants through paddling activities, connecting them to local natural resources and fostering watershed stewardship.

Outreach will be conducted to reach broad and diverse segments of the community including youth, low income and Latino populations. Project partners include Adelante Mujeres (Forward Moving Women), The Washington County Family Literacy Collective and The Washington County Visitors Association. As a *Tigard Nature Recreation* program supporter, The City of Tigard will receive all the benefits of event sponsorship: inclusion in all associated publications, materials and media valued at \$2,500.

TUALATIN RIVER DISCOVERY DAY, June 18, Cook Park to Stafford.

Designed for young families and first-time paddlers, this three mile paddle trip has all the amenities needed to ensure a safe and fun paddle recreation experience on the River. Including: on site kayak, canoe and safety gear rentals, paddling instruction and

assistance, shuttle service, safety stations every river mile and a 75 member volunteer support corps. Participants receive a Nature Guidebook to wildlife and natural history specific to the reach of the Tualatin they will experience. Interactive points of interest like the crawdad trap keep kids in their seats and learning all the way. 150 paddlers will participate, with 50 being first-time paddlers. 50 will be children under age 18. 25 will be people of color.

Mid Summer Night Paddle, July 23rd, 5-9pm, Cook Park.

Guided paddle trip on the Tualatin. 50 people will experience the River in their community led by trained volunteer Paddle Guides and naturalists. Expert led paddle trips give extra support to paddlers new to the sport or anyone who needs an extra hand to lift, haul, launch, paddle or dock their canoe or kayak. Guided trips also provide the depth of experience that is only possible when led by a mentor. Evening is an active time for wildlife and guides will share stories, wildlife observation techniques and natural history.

Rumba al Rio Tualatin, August Date TBA at Cook Park.

A bi-lingual paddle, picnic and nature hike designed to engage our partners that serve the Latino community, Adelante Mujeres (Forward Moving Women) and the Washington County Family Literacy Collective. Rumba al Rio (Heading to the River) is a family-based event. Led by Tualatin Riverkeepers' expert Paddle Guides and naturalists, 100 people will get on the Tualatin River in a canoe or kayak, nearly all of them for the first time. 50 people will be under age 18 and 90 will be people of color.

Tigard Boat House, Seasonal Boat Rental Facility at Cook Park.

Tualatin Riverkeepers' will offer canoe and kayak rental weekend days, June – September. The Tigard Boat House will greatly expand opportunities to experience the Tualatin River through paddle recreation by making boats and gear available to the public for rent seasonally at Cook Park. TRK estimates serving 600 - 1,000. Nature guidebooks, binoculars and other wildlife watching gear will also be available at the facility. Low cost rentals and facility adjacent to the river will help eliminate barriers to accessing the Tualatin River for paddle recreation.

Guided Kayak Tours, Five Summer Dates TBD at Cook Park.

In 2010 with a grant from the Washington County Visitors Association, TRK was able to acquire a fleet of 20 kayaks to promote Nature Tourism in Washington County. Cook Park will play host to five guided paddle trips for local groups and/or tours engaging a minimum of 100 participants.

3. How will this event benefit the Tigard Community?

TRK will provide canoe and kayak experiences on the Tualatin River for 1,000 people at Cook Park in Tigard in 2011. Of those, 500 will be residents of Tigard.

Program participants learn skills to increase their awareness and enjoyment of the natural world for a life time. First time paddlers who participate in guided canoe and kayak trips gain the skills and confidence needed to then venture out and repeat these experiences on their own. Additionally, recreation programs encourage physical activity and promote a healthful lifestyle.

Free and low cost nature recreation experiences are designed to maximize participation to achieve TRK's goal to foster long term stewardship for the Tualatin River and broader watershed. This City of Tigard Community Grant enables TRK to provide Nature Recreation opportunities in Tigard.

4. How many Tigard residents do you anticipate participating in this event (or these events)?

We anticipate 1,000 people will participate in TRK's Nature Recreation and Education programs in the City of Tigard in 2011. 500 of the participants will be Tigard residents.

5. Please submit the following information with this request:

a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.

**

b. Audit report or financial statements for the last fiscal year.**

c. Articles of Incorporation.*

d. 501(c)(3) status.*

e. Organization Bylaws*

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

InKind Details

TUALATIN RIVER DISCOVERY DAY, June 18, Cook Park to Stafford.
Use of Boat Ramp and Picnic Shelter 3 at \$23/hr for 24hrs is \$552.

Rumba al Rio Tualatin, August Date TBD at Cook Park.
Use of Boat Ramp and Picnic Shelter 3 at \$23/hr for 8hrs is \$184.

Guided Kayak Tours, Five Summer Dates TBD at Cook Park.
Use of Boat Ramp and Picnic Shelter 3, 2 days for 4hrs each at \$23/hr is \$184.

TRK Annual Budget 2010-2011

TUALATIN RIVERKEEPERS

2010-2011 ADOPTED BUDGET

	Trips Tours	City of Tigard
Expenses		
Personnel		
Salaries	28,214	1,000
Payroll Taxes	2,770	250
Health Care/Opt. Out benefit	1,408	
Retirement	550	
Payroll fees & charges	205	
LINKS members		
Total Personnel Expenses	33,147	1,250
Operating		
Events Expense	500	250
Occupancy	2,918	
Postage & Printing	2,100	750
Audit/Review	1,700	
Office Costs	1,510	
Insurance	2,461	750
Staff Development	650	250
Travel	190	
Equipment Expenses	199	100
Advertising	60	
Misc (CC & Bank Fees)	300	
Meetings/Food & Beverages	150	50
Membership/Volunteer	240	100
Board Development	170	
Professional Dues & Membership	75	
Business Licenses & Fees	195	
Subscriptions / Publications	40	
Total Operating Expenses	13,458	
Total Expenses	46,606	3,500

TRK Annual Budget 2010-2011

TUALATIN RIVERKEEPERS
Statement of Activities

2010-2011 ADOPTED BUDGET

	Watershed Watch	Restoration	Trips & Tours	Youth Education	Management & General	Sp. Events & Fundraising	Total
Revenue							
New Revenue							
Contributions	1,700	1,500	1,250	1,500			5,950
Memberships					50,000		50,000
Grant Income	96,014	12,500	37,000	25,000			170,514
ESOR					10,500		10,500
Special Events			4,000			45,000	49,000
Program Service Fees			10,000	15,000			25,000
Interest					100		100
Merchandise Sales					500		500
Total Revenue	97,714	14,000	52,250	41,500	61,100	45,000	311,564
Released from Restriction							
Government Grants		89,155					89,155
	-	89,155					89,155
Total	97,714	103,155	52,250	41,500	61,100	45,000	400,719
Expenses							
Personnel							
Salaries	34,970	13,208	28,214	21,857	35,015	17,540	150,804
Payroll Taxes	2,770	2,770	2,770	2,770	2,770	2,770	16,621
Health Care/Opt. Out benef	1,407	1,408	1,408	1,408	1,408	1,408	8,447
Retirement	550	550	550	550	550	550	3,300
Payroll fees & charges	205	205	205	205	205	205	1,232
LINKS members				500			500
Total Personnel Expenses	39,902	18,141	33,147	27,290	39,948	22,473	180,904
Operating							
Contract Services	51,114	71,861				4,500	127,475
Events Expense			500		200	17,000	17,700
Occupancy	2,918	2,918	2,918	2,918	2,918		14,592
Postage & Printing	2,100	2,100	2,100	2,100	2,100		10,500
Audit/Review	1,700	1,700	1,700	1,700	1,700		8,500
Office Costs	1,510	1,510	1,510	1,510	1,510		7,550
Insurance	960	960	2,461	1,211	960	250	6,802
Staff Development	650	650	650	650	1,300		3,900
Travel	1,500	290	190	740	240		2,960
Equipment Expenses	199	400	199	1,342	199		2,340
Advertising	60	60	60	1,600	60		1,840
Misc (CC & Bank Fees)	300	300	300	300	300		1,500
Meetings/Food & Beverage	150	150	150	650	150		1,250
Membership/Volunteer	240	240	240	240	240		1,200
Board Development	170	170	170	170	170		850
Professional Dues & Memb	75	75	75	75	75		375
Business Licenses & Fees	35	35	195	35	35		335
Subscriptions / Publications	40	40	40	40	40		200
Total Operating Expenses	63,722	83,460	13,458	15,281	12,198	21,750	209,869
Total Expenses	103,624	101,601	46,606	42,572	52,146	44,223	390,773
Increase/(Decrease) in Net Ass	(5,910)	1,554	5,644	(1,072)	8,954	777	9,946

Tualatin Riverkeepers
Profit & Loss
July 2009 through June 2010

	<u>Jul '09 - Jun 10</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
4000 · Contributions	13,606.88	9,850.00	3,756.88
4100 · Memberships	39,323.73	40,000.00	-676.27
4200 · Grant Income	314,746.55	330,384.00	-15,637.45
4400 · ESOR Workplace Giving	8,680.37	7,600.00	1,080.37
4500 · Events Income	41,938.01	44,000.00	-2,061.99
4600 · Fees	9,096.12	25,000.00	-15,903.88
4750 · Interest and Dividends	80.13	500.00	-419.87
4800 · Merchandise Sales	284.53	500.00	-215.47
4900 · Miscellaneous Revenue	190.74		
Total Income	<u>427,947.06</u>	<u>457,834.00</u>	<u>-29,886.94</u>
Cost of Goods Sold			
5000 · Cost of Goods Sold	544.73		
Total COGS	<u>544.73</u>		
Gross Profit	<u>427,402.33</u>	<u>457,834.00</u>	<u>-30,431.67</u>
Expense			
5500 · Credit Card Merchant Fees	575.31	750.00	-174.69
6000 · Advertising	1,428.42	850.00	578.42
6100 · Bank Fees	829.41	750.00	79.41
6200 · Board Development	22.50	300.00	-277.50
6300 · Business Licenses and Fees	421.00	170.00	251.00
6500 · Staff Development	2,322.09	2,100.00	222.09
6600 · Consulting Fees	275.00		
6700 · Restoration Contract Services	164,708.42	177,179.00	-12,470.58
6900 · Professional Dues & Membership	375.00	450.00	-75.00
7000 · Equipment Expenses/Rental	19,998.76	21,749.00	-1,750.24
7100 · Insurance	6,953.89	6,788.00	165.89
7200 · Meetings - Food & Beverages	809.90	750.00	59.90
7400 · Miscellaneous Purchases	35.12		
7500 · Office Costs	19,033.25	20,890.00	-1,856.75
7700 · Payroll Expenses	157,792.82	162,556.00	-4,763.18
7800 · Postage and Printing	8,974.13	10,500.00	-1,525.87
7900 · Memb Incentive/Vol Appreciation	811.57	1,200.00	-388.43
8000 · Professional and Legal Services	6,360.00	10,902.00	-4,542.00
8100 · Software Expenses	1,214.82	1,150.00	64.82
8200 · Subscriptions/Publications	202.70	110.00	92.70
8300 · Travel	2,624.54	1,800.00	824.54
8400 · Events Expense	19,028.44	17,700.00	1,328.44
Total Expense	<u>414,797.09</u>	<u>438,644.00</u>	<u>-23,846.91</u>
Net Ordinary Income	<u>12,605.24</u>	<u>19,190.00</u>	<u>-6,584.76</u>
Net Income	<u>12,605.24</u>	<u>19,190.00</u>	<u>-6,584.76</u>

Tualatin Riverkeepers
Profit & Loss
 July 2009 through June 2010

	<u>% of Budget</u>
Ordinary Income/Expense	
Income	
4000 · Contributions	138.14%
4100 · Memberships	98.31%
4200 · Grant Income	95.27%
4400 · ESOR Workplace Giving	114.22%
4500 · Events Income	95.31%
4600 · Fees	36.38%
4750 · Interest and Dividends	16.03%
4800 · Merchandise Sales	56.91%
4900 · Miscellaneous Revenue	93.47%
Total Income	93.47%
 Cost of Goods Sold	
5000 · Cost of Goods Sold	
Total COGS	
 Gross Profit	 93.35%
 Expense	
5500 · Credit Card Merchant Fees	76.71%
6000 · Advertising	168.05%
6100 · Bank Fees	110.59%
6200 · Board Development	7.5%
6300 · Business Licenses and Fees	247.65%
6500 · Staff Development	110.58%
6600 · Consulting Fees	
6700 · Restoration Contract Services	92.96%
6900 · Professional Dues & Membership	83.33%
7000 · Equipment Expenses/Rental	91.95%
7100 · Insurance	102.44%
7200 · Meetings - Food & Beverages	107.99%
7400 · Miscellaneous Purchases	
7500 · Office Costs	91.11%
7700 · Payroll Expenses	97.07%
7800 · Postage and Printing	85.47%
7900 · Memb Incentive/Vol Appreciation	67.63%
8000 · Professional and Legal Services	58.34%
8100 · Software Expenses	105.64%
8200 · Subscriptions/Publications	184.27%
8300 · Travel	145.81%
8400 · Events Expense	107.51%
Total Expense	94.56%
 Net Ordinary Income	 65.69%
 Net Income	 65.69%

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Tualatin Riverkeepers
Tigard, Oregon

We have audited the accompanying statement of financial position of Tualatin Riverkeepers (a nonprofit organization) as of June 30, 2010, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tualatin Riverkeepers as of June 30, 2010, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The 2009 financial statements were reviewed by us and our report thereon, dated January 22, 2010, stated we were not aware of any material modifications that should be made to those statements for them to be in conformity with generally accepted accounting principles. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements taken as a whole.

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PUTMAN & TEAGUE, LLP
Certified Public Accountants

Portland, Oregon
January 17, 2011

TUALATIN RIVERKEEPERS

Statements of Financial Position

June 30, 2010 and 2009

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	Audit 2010	Restated Review 2009
Current assets:		
Cash - operations	\$ 444	\$ 87
Merchant bank	25	20
Money market	15,376	4,433
Cash on hand	150	170
Total cash and cash equivalents	<u>15,995</u>	<u>4,710</u>
Accounts receivable - fees and events	500	1,850
Accounts receivable - grants	8,815	138,595
Inventory		272
Total current assets	<u>25,310</u>	<u>145,428</u>
Fixed assets:		
Computer equipment	17,731	17,731
Furniture & equipment	32,873	17,552
Accumulated depreciation	<u>(36,834)</u>	<u>(34,821)</u>
Net fixed assets	<u>13,770</u>	<u>462</u>
Other assets:		
Prepaid insurance	5,839	4,565
Total other assets	<u>5,839</u>	<u>4,565</u>
Total assets	<u>\$ 44,919</u>	<u>\$ 150,455</u>
Liabilities:		
Accounts payable	\$ 6,300	\$ 122,638
Credit cards payable	1,932	
Accrued vacation	4,637	4,937
Accrued insurance expense	3,943	2,988
Security deposits	500	
Payroll tax liabilities		35
Total liabilities	<u>17,312</u>	<u>130,598</u>
Net assets:		
Unrestricted	<u>27,607</u>	<u>19,857</u>
Total net assets	<u>27,607</u>	<u>19,857</u>
Total liabilities and net assets	<u>\$ 44,919</u>	<u>\$ 150,455</u>

See Auditors' Report and Notes to Financial Statements

TUALATIN RIVERKEEPERS
Statement of Activities
For the Year Ended June 30, 2010

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	Audit		
	Unrestricted	Temporarily Restricted	Total
Revenues and support:			
Grants and contracts	\$ 101,716	\$ 84,500	\$ 186,216
Corporate support	13,562		13,562
Other public support	19,261		19,261
Program service fees	8,568		8,568
Membership	27,538		27,538
Special events	41,968		41,968
Merchandise sales	285		285
Miscellaneous income	189		189
In-kind donations	20,187		20,187
Interest	80		80
Total revenue	233,354	84,500	317,854
Satisfaction of restrictions	84,500	(84,500)	
Total revenues and support	317,854		317,854
Program expense:			
Advocacy monitoring (watershed watch)	52,463		52,463
Restoration	74,903		74,903
Public education and outreach	77,708		77,708
Total program expense	205,074		205,074
Management and general	47,099		47,099
Special events & fundraising	57,931		57,931
Total expense	310,104		310,104
Change in net assets	7,750		7,750
Net assets, beginning of year	19,857		19,857
Net assets, end of year	\$ 27,607	\$	\$ 27,607

See Auditors' Report and Notes to Financial Statements

TUALATIN RIVERKEEPERS
Statement of Activities
For the Year Ended June 30, 2009

PRELIMINARY COPY

	Restated Review		
	Unrestricted	Temporarily Restricted	Total
Revenues and support:			
Grants and contracts	\$ 343,191	\$	\$ 343,191
Corporate support	14,268		14,268
Other public support	17,296		17,296
Membership	28,810		28,810
Special events	43,753		43,753
Merchandise sales	700		700
Miscellaneous income	7,809		7,809
Interest	790		790
Total revenue	456,617		456,617
 Satisfaction of restrictions	19,473	(19,473)	
Total revenues and support	476,090	(19,473)	456,617
 Program expense:			
Advocacy monitoring (watershed watch)	50,122		50,122
Restoration	293,003		293,003
Public education and outreach	67,431		67,431
Total program expense	410,556		410,556
 Management and general	28,142		28,142
Special events & fundraising	37,243		37,243
Total expense	475,941		475,941
 Change in net assets	149	(19,473)	(19,324)
 Net assets, beginning of year	19,708	19,473	39,181
 Net assets, end of year	\$ 19,857	\$	\$ 19,857

See Auditors' Report and Notes to Financial Statements

TUALATIN RIVERKEEPERS
 Statements of Cash Flows
 For the Years Ended June 30, 2010 and 2009

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	<u>Audit</u>	<u>Restated</u>
	2010	Review 2009
Cash flows from operating activities:		
Cash received from grants and contracts	\$ 317,618	\$ 237,639
Cash received from corporate and other public support	32,823	31,564
Cash received from membership	27,538	28,810
Cash received from special events	41,968	43,753
Cash received from program service fees	8,568	
Cash received from merchandise sales	285	700
Cash received from miscellaneous sources	189	7,809
Interest	80	790
Cash paid to employees and suppliers	(402,463)	(418,085)
Net cash provided (used) by operating activities	<u>26,606</u>	<u>(67,020)</u>
Cash flows from investing activities:		
Purchases of property and equipment	<u>(15,321)</u>	<u> </u>
Net cash used by investing activities	<u>(15,321)</u>	<u> </u>
Cash flows from financing activities:		
Bank line of credit	<u> </u>	<u>(13,100)</u>
Net cash used by financing activities	<u> </u>	<u>(13,100)</u>
Net decrease in cash and cash equivalents	11,285	(80,120)
Cash and cash equivalents at beginning of year	<u>4,710</u>	<u>84,830</u>
Cash and cash equivalents at end of year	<u>\$ 15,995</u>	<u>\$ 4,710</u>

See Auditors' Report and Notes to Financial Statements

TUALATIN RIVERKEEPERS
 Statements of Cash Flows
 For the Years Ended June 30, 2010 and 2009

PRELIMINARY

	<u>Audit</u> 2010	<u>Restated</u> Review 2009
Reconciliation of change in net assets to net cash provided by operating activities:		
Change in net assets	\$ 7,750	\$ (19,324)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	2,013	1,338
Decrease (increase) in accounts receivable	1,350	3,349
Decrease (increase) in unconditional promises	129,780	(108,836)
Decrease (increase) in inventory	272	(65)
Decrease (increase) in prepaid expense	(1,274)	(241)
Increase (decrease) in accounts payable	(116,337)	59,172
Increase (decrease) in accounts payable 403(b)		(800)
Increase (decrease) in credit cards payable	1,932	
Increase (decrease) in security deposits	500	
Increase (decrease) in accrued vacation	(300)	663
Increase (decrease) in payroll liabilities	(35)	12
Increase (decrease) in salary payable		(2,469)
Increase (decrease) in accrued expense	955	181
Net cash provided (used) by operating activities	<u>\$ 26,606</u>	<u>\$ (67,020)</u>

See Auditors' Report and Notes to Financial Statements

TUALATIN RIVERKEEPERS
Notes to Financial Statements
For the Years Ended June 30, 2010 and 2009

PRELIMINARY COPY

NOTE A. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Tualatin Riverkeepers is a private, nonprofit organization. Since the Organization's inception in 1993, it has been dedicated to the promotion of the educational, scientific, historical and recreational aspects of the Tualatin River and its watershed.

Method of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

Basis of Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standard Codification (FASB ASC) 958-210-45-1, "Financial Statements of Not-for-Profit Organizations." Under FASB ASC 958-210-45-1, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

At June 30, 2010 and 2009, the Organization had no temporarily restricted or permanently restricted net assets.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Public Support and Revenue

Membership dues are available for unrestricted use and recorded as revenue in the year received.

Annual campaign contributions are generally available for unrestricted use in the related campaign year unless specifically restricted by the donor.

CITY OF TIGARD, OREGON
13125 SW HALL BLVD.
TIGARD, OREGON 97223
503-718-2487

FY 2011-12
COMMUNITY EVENTS FUNDING REQUEST

Due: February 11, 2011

Event Name: TUALATIN VALLEY COMMUNITY BAND
Address: P.O. BOX 230773
City, State, Zip: TIGARD, OR 97281
Contact Name: SUE LAMB, BAND PRESIDENT
Telephone Number: 503.319.0807.
E-mail address: SUEALAMB@AOL.COM

1. Request (express in whole dollar amounts only)

Cash

\$ 2,000.00

In-Kind Services-hours (use of City property, City staff support,
etc. Please explain the services requested on a separate sheet)

SEE ATTACHED

Total Request

\$2,000.00

2. Purpose of Funding Request:

SEE ATTACHED

3. How will this event benefit the Tigard Community?

SEE ATTACHED

4. How many Tigard residents do you anticipate participating in this event (or these events)?

SEE ATTACHED

5. Please submit the following information with this request:

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
**
- b. Audit report or financial statements for the last fiscal year.**
- c. Articles of Incorporation.*
- d. 501(c)(3) status.*
- e. Organization Bylaws*

* Information not required if it has been submitted at least once in the last five years.

** Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at
Lizbeth@tigard-or.gov.

Tualatin Valley Community Band

In-Kind Services-hours:

Use of the Bishop Scheckla Pavilion at Cook Park, for summer concerts and rehearsals. (Permit received for Summer 2011).

Purpose of Funding Request:

To partially fund four free concerts for the community. Funds provided will go toward the purchase of music, performance venue rental (when not donated), and advertising to promote concerts to the community. These concerts also provide a performance opportunity for youth and adult members of the community. We are an all-volunteer organization and this funding will allow us to continue to offer members free participation in the band.

How will this event benefit the Tigard Community?

Our FREE family friendly concerts are offered throughout the year, promoting the values of the community and offering an opportunity for members of the Tigard community, to be exposed to a quality cultural experience. People of all ages attend and enjoy TVCB's performances.

How many Tigard residents do you anticipate participating in this event?

Over 50% of our band members are residents of Tigard. Our concerts are open to the general public and we will perform before 1,500 to 2,000 people in those four concerts, not including the 4th of July celebration, which always has a substantial gathering. The City of Tigard Birthday Party is almost exclusively attended by citizens of Tigard; our Music Is For Life concert brings together the band and students from within the Tigard/Tualatin School District; our Sounds of Summer concert in Cook Park is always well attended (many residents bring picnics and their families play nearby while enjoying the music); and our Winter Holiday concert regularly fills Deb Fennell auditorium. To note, in the summer we rehearse on Tuesday nights at the Cook Park gazebo and there are residents who come down just to listen to us rehearse – makes for a pretty pleasant summer evening.

Thank you for the opportunity to submit this FY2011-2012 Funding Request. Your financial support, as well as providing the band with a place to rehearse and perform in the summer, is vital to our organization.

Respectfully submitted,

Sue Lamb, TVCB President/Trumpet Dated: 2/09/11

Tualatin Valley Community Band	Prepared 1/12/2011		
FY/CY 2011 Budget			
	BUDGET FY- 2010	ACTUAL FY- 2010	PROPOSED 2011
GENERAL FUND			
INCOME			
Uncategorized			
CD Archive Sales	\$200.00	\$108.00	\$200.00
Donations	3100	4260.04	\$3,100.00
Folio Rent	0		
TVCB Shirt Sales	200	329	\$250.00
Interest Income Checking	\$20.00	\$26.97	\$25.00
Replacement Music	0		
TOTAL INCOME	\$3,520.00	\$4,724.01	\$3,575.00
EXPENSES			
Ads - Publicity	\$300.00	\$147.90	\$200.00
Business Tax	\$80.00	\$60.00	\$80.00
Insurance	\$550.00	\$504.00	\$550.00
Office Supplies	\$30.00	\$13.85	\$30.00
P O Box Rent	\$44.00	\$44.00	\$50.00
Postage	\$20.00	\$8.80	\$15.00
CD Costs	200	\$140.00	\$200.00
Entry Fees	\$125.00	\$150.00	\$150.00
Rehearsal space (was:Paid to TTSD)	\$200.00	\$30.00	\$200.00
Finance Charge	\$0.00		
Rent Paid (Concerts)	\$1,300.00	\$1,055.75	\$1,400.00
Concert Expenses	\$100.00	\$99.95	\$100.00
Music Performance Rights		\$550.00	\$275.00
Instrument Rental (TTSD)	\$0.00		
Instrument Service	\$0.00		
Instruments	\$0.00		
Printing	\$100.00		
Donations	\$0.00	\$71.00	
TVCB Shirt Sales	\$250.00	\$275.00	\$200.00
Music Purchases	\$700.00	\$826.99	\$800.00
Music shipping		\$86.94	\$80.00
Shipping (music return)	\$50.00	\$9.46	\$50.00
Miscellaneous	\$0.00	\$84.00	
TOTAL EXPENSES	\$4,049.00	\$3,239.09	\$3,255.00
SCHOLARSHIP FUND			
Starting Balance	2075	2075.1	\$3,811.77
Interest Income CD Scholarship	120	116.67	\$120.00
Scholarship Donations	100	1620	\$100.00
Total Income	220	1736.67	\$220.00
Expenses	1500	0	\$1,500.00
Final Balance	795	3811.77	\$2,531.77
NET BALANCE CHANGE		3016.77	-\$1,280.00

City of Tigard
FY 2011-12
Community Event Grant Requests

Amt to Allocate \$82,419.00

Amt Remaining \$82,419

82337

Agency	FY 2008-09	FY 2008-09	FY 2010-11		FY 2011-12		Notes
	Actual	Actual	Requested	Actual	Requested	Recommended	
Set Asides							
Res 00-22 \$10,000/yr Broadway Rose*							
Direct	\$ 35,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	
In-Kind					\$ -	\$ -	
Res 00-20 \$10,000/yr Festival of the Balloons**							
Direct	\$ 10,000	\$ 15,000	\$ 20,000	\$ 15,000	\$ 20,000	\$ -	
In-Kind	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ -	
Res 00-21 \$7,500/yr Tigard 4th of July***							
Direct	\$ 10,000	\$ 11,500	\$ 11,500	\$ 11,500	\$ 14,000	\$ -	
In-Kind	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ -	
Undesignated Set Aside for Requests During Budget Year							
Direct			\$ -	\$ 5,000	\$ -	\$ -	
In-Kind							
Set Aside Total							
Direct	\$ 55,000	\$ 36,500	\$ 41,500	\$ 36,500	\$ 44,000	\$ -	
In-Kind	\$ 66,600	\$ 66,600	\$ 66,600	\$ 66,600	\$ 66,600	\$ -	
Other							
Affalati Recreation District Southside Soccer/Tigard Little League							
Direct	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,919	\$ -	
In-Kind					\$ -	\$ -	
American Legion							
Direct			\$ 2,000	\$ 2,000	na		
In-Kind							
Compassion Tigard Clinic							
Direct					\$ 10,000	\$ -	
In-Kind						\$ -	
City of Tigard Dog Park							
Direct	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ -	
In-Kind							
Family Week							
Direct	\$ 8,750	\$ 8,750			na		
In-Kind							
Tigard Area Farmer's Market							
Direct			\$ 8,500	\$ 8,500	\$ 8,500	\$ -	
In-Kind							
Tigard High Graduation Party							
Direct	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
In-Kind							
Tigard Historical Association							
Direct	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	
In-Kind							
Tigard Playschool							
Direct	\$ 4,000	\$ 4,000	\$ 8,000	\$ -	na		
In-Kind							
Tigard Safety Town							
Direct					\$ 5,000	\$ -	
In-Kind							
Chamber of Commerce							
Direct	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,000	na		
In-Kind			\$ 1,500				
Tualatin Riverkeepers							
Direct	\$ 2,000	\$ 2,000	\$ 3,000	\$ 2,000	\$ 3,500	\$ -	
In-Kind	\$ 500	\$ 500	\$ 2,320	\$ 2,300	\$ 920	\$ -	
Tualatin Valley Community Band							
Direct	\$ 1,000	\$ 1,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
In-Kind							
Wa Co. Bicycle Trans Coalition							
Direct			\$ 1,000	\$ -	na		
In-Kind							
Sub-total							
Direct	\$ 25,150	\$ 25,150	\$ 32,400	\$ 23,400	\$ 35,819	\$ -	
In-Kind	\$ 500	\$ 500	\$ 3,820	\$ 2,300	\$ 920	\$ -	
Total (Set asides and others)							
Direct	\$ 80,150	\$ 61,650	\$ 73,900	\$ 59,900	\$ 79,819	\$ -	
In-Kind	\$ 67,100	\$ 67,100	\$ 70,420	\$ 68,900	\$ 67,520	\$ -	

AIS-422

Item #: 3. A.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Cathy Wheatley
Administrative Services

Item Type: Motion Requested

Meeting Type: Consent Agenda -
Approve Minutes

ISSUE

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as proposed.

KEY FACTS AND INFORMATION SUMMARY

Minutes will be attached to this Agenda Item Summary statement when final drafts are ready to submit to the City Council.

OTHER ALTERNATIVES

Amend draft minutes.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

January 18, 2011 Minutes

February 8, 2011 Minutes

Councilor Wilson said he could attest to the fact that Tigard residents were there at the tree lighting in Portland. He said, “They are asking for public testimony and we are members of the public so I don’t see any problem with that.” Mayor Dirksen said he heard a general consensus around the table to move forward with at least considering this. He directed staff to come up with some language Council could consider at their next meeting.

2. BUDGET COMMITTEE MEETING

 Finance and Information Services Director LaFrance introduced two new Budget Committee members: Councilor Woodard and alternate member Melody Graeber. New regular member Christopher Henn was unable to attend tonight. Also present were citizen Budget Committee members Cameron James, Rick Parker and Dan Goodrich. Other members present were Council President Buehner, Councilor Henderson, Councilor Wilson and Mayor Dirksen.

Finance and Information Services Director LaFrance outlined what he wanted to cover in the meeting.

- The Comprehensive Annual Financial Report (CAFR)
- Second quarterly financial report
- Initial General Fund forecast and budget instructions given to City departments
- Presentation recently given to the bond rating agencies

The Comprehensive Annual Financial Report (CAFR)

Assistant Finance Director Smith-Wager distributed to Budget Committee members a copy of the 2010 Comprehensive Annual Financial Report (CAFR) and led a discussion on the purpose of a CAFR and the status of the audit. She said the City was audited by Grove, Mueller and Swank. She said auditors provide reasonable assurance that the financial statements are not materially misstated. She discussed state requirements audits must cover including banking at specific banks, Oregon Budget Law, insurance coverage, public contracting laws, and that restricted funds (such as the Gas Tax Fund) are being spent in compliance with State laws. Internal controls are documented and tested.

Assistant Finance Director Smith-Wager said City was notified in September that Tigard received the Government Finance Officer’s Certificate of Achievement for Financial Reporting, for the twenty-fifth consecutive year.

Mayor Dirksen noted that while the financial audit is not a performance audit, the City has solicited performance audits of most primary departments, such as Police and Library, in the past several years.

City Manager Prosser said there was also a management review of the engineering function which led to reorganization. Council President Buehner asked if the City would be doing any other performance audits in the upcoming fiscal year. City Manager Prosser said funds were looking a little tight so he did not know. Mayor Dirksen asked which departments had not had an audit recently and suggested the Public Works Department may be due. City Manager Prosser agreed that it would be the most appropriate department to look at next.

Second quarterly financial report

Council President Buehner commented that the Finance Department had to cut off the first quarter early for their first quarterly report, and asked if they had to do that again for the second quarter report. Finance and Information Services Director LaFrance said they had less than a week to prepare; the timeline will always be short. He noted that it was questioned last time whether staff should keep them on the schedule or allow time

for extensive analysis? He said this high-level document is self-explanatory but the extra report requested by the Budget Committee at the last meeting was not included. He said staff is continuing to work on that report (which includes data from last year) but changes in account codes and financial systems have made it difficult to achieve a consistent format that is a high-level summary. He said staff is expending extra effort making sure it is correct. Finance and Information Services Director LaFrance discussed the document and explained to new members how to read the document. He discussed highlights of the report and pointed out some red-flagged items:

- Seasonality of building revenues: Third quarter is usually the lowest quarter. It should build back up in the spring.
- City gas tax revenues are below what was budgeted. He explained that the State is slower in their turnover of our revenue, Budget Committee Member Buehner commented that this seemed a little worse than the normal receivable time frame and asked if staff knew the amount the State is holding. Assistant Finance Director Smith-Wager said no, but previous City gas tax share checks average \$50,000-\$65,000 per month.
- Sanitary Sewer revenue is below budget and the City's forecast may have been too ambitious. Mayor Dirksen said this surprised him as the City should have a pretty good handle on how many sewer customers there are and what they should be paying. Finance and Information Services Director LaFrance replied that while Clean Water Services has raised rates 5% the City has seen that conservation measures are offsetting the 5% rate.

City Manager Prosser clarified for Budget Committee Member Parker that charges for services including planning fees, zone applications, and land partition applications is different money than licenses and building permits. Budget Committee Member Parker asked if this was seasonal as well and whether the City was at risk of losing an FTE. City Manger Prosser said there is seasonality with this fund and it is lower than usual so it will bear some watching. Finance and Information Services Director LaFrance said lower planning fees received can be an indication of work load and that would be a better argument for looking at staffing.

Initial General Fund Forecast and Budget Instructions

Finance and Information Services Director LaFrance distributed to Council the first draft of the general fund forecast. He said in general, this is a continuation of what Council was shown last year when the City adopted a budget for 2011 that would be affordable for two years. He said the goal was to have a fiscal year 2012 beginning fund balance that was \$5.5 million or higher. He said that after pulling everything together staff is forecasting a 2011 ending balance of \$5.5. He said the ending fund balance at the end of fiscal year 2012 that is higher than 5.5 million and, if a status quo budget is maintained, there should be an ending fund balance in 2013 of nearly \$5.5 million. This is based on assumptions that may change due to new information including budget requests, franchise fee changes, etc. The purpose of this forecast was to tell the City departments what kind of budgets they could build.

He showed a PowerPoint slide labeled *Budget 2012 Preparation Guidelines* showing what Departments received to help them prepare their budgets, which are due tomorrow. Finance and Information Services Director LaFrance said all General Fund, Central Services and Gas Tax departments were asked to allocate the same number of staff and the same number for the rest of their expenses as they used last year. Departments were also asked to prepare an additional budget showing 5% cuts in Personnel, Materials & Services, and Equipment. If new information takes a downward trend, the City may need to look at cuts in these funds. All other departments were asked to prepare budgets with no increase in FTE's unless strongly justified, and their total expenses are limited to total resources.

Councilor Woodard said, “I think you are doing a good job on this. When I saw this come through and that you were asking for a 5% reduction in each department, including Council’s, I thought that was a good thing.”

Bond Rating Agency Presentation

Finance and Information Services Director LaFrance showed Council the PowerPoint developed for the bond rating agency presentation that he, Assistant Finance Director Smith-Wagar and Financial Consultant Pat Clancy presented to Moody’s and Standard & Poors in San Francisco. He noted that the City has not had a bond rating since 1993. Park bonds are imminent so this was time to get a good bond rating. He said, “This is the only time an independent third-party looks at the City’s finances are managed. While audits ensure accounting practices are followed and controls are met, they do not evaluate management of the finances, like bond rating agencies do.”

Council President Buehner asked what specific questions were asked. Finance and Information Services Director LaFrance said Moody’s wanted to know about management and the process the City went through to get the budget reductions last year. They even referred to the Mayor’s Corner in the Cityscape. He said Standard and Poors’ questions were more data driven.

In response to a question from Councilor Wilson, Finance and Information Services Director LaFrance said they travelled to San Francisco because it was recommended that they present this in person. He noted that staff will meet in person again with the rating agencies regarding the upcoming water bonds.

Finance and Information Services Director LaFrance summarized by saying it has taken many years of sound financial decisions by staff and city management to get to this place. Standard and Poors and Moody’s will be looking at the City’s financial records as a part of their service and the City will need to maintain this.

City Manager Prosser commented that it takes a long, responsible history to get bond ratings like these. He said, “We have a very engaged citizenry who is supportive of what we do. To get an upgrade in a down economy is a pat on the back.” He noted that when the City goes back to the bonding agencies for the water bonds, it will be on the strength of the water enterprise which typically may be rated a bit lower. Finance and Information Services Director LaFrance said at that time Moody’s may travel to Tigard to take a look.

City Manager Prosser said he had a conversation with Pat Clancy who praised Finance and Information Services Director LaFrance and Assistant Finance Director Smith-Wagar for an excellent job. Mayor Dirksen complimented them on their overview information.

In response to a question from Councilor Wilson, Finance and Information Services Director LaFrance said bond bids are due on January 25, 2011. Computers will crunch the data for the parks bond and for refinancing the library bond if interest rates are lower. He said there will be a series of bonds: 2011 Series A – Parks, and 2011 Series B – Library. Councilor Wilson asked, “If we get a better rate on the library bonds, does the assessment rate go down?” City Manager Prosser said the debt service would go down. Finance and Information Services Director LaFrance suggested a Cityscape article would be a useful communication tool to interpret how these General Obligation bonds will appear on citizen’s property tax statements.

Councilor Wilson asked if the \$17 million bond included interest. City Manager Prosser said it didn’t; the interest is spread over the years of the bond and is added to the bond amount.

Councilor Henderson asked how this will be shared this with the public. Finance and Information Services Director LaFrance said he has a press release. Assistant City Manager Newton passed around a copy of the bond rating press release to Council.

Finance and Information Services Director LaFrance said the Budget Committee will receive a third Update on at the April 19 Council Workshop, but proposed that the third quarter report be delivered to Council during a Budget Committee meeting in April. Council agreed. He said the budget document would be delivered to Committee members one and one-half weeks prior to the Budget Committee meeting. He said training will be offered for new members.

3. TRANSPORTATION GROWTH MANAGEMENT HIGH CAPACITY TRANSIT LAND USE STUDY KICKOFF

Senior Transportation Planner Gray introduced this item. She was joined by Associate Planner Daniels, Redevelopment Project Manager Farrelly, and Metro Senior Planner Gardner, who was present to kick off the High Capacity Transit Land Use Study.

Senior Transportation Planner Gray presented a PowerPoint slide showing how Tigard's High Capacity Land Use Plan is one of five separate plans. She gave the overall context of these separate, but related, plans. They include land use plans for Portland and Tualatin, an Alternatives Analysis for High Capacity Transit, and the I-5/Pacific Highway 99W Corridor Refinement Plan. Language will be kept general until the HCT type and alignment are selected.

 She said Tigard is starting with land use so the City can make sure transit investments and accommodate growth to meet the desires of the citizens who live here, rather than starting with a transit alignment and making the community development fit around it. She said staff wants to begin by finding out how this community wants to grow and then have transit accommodate the growth. She acknowledged that this is an unusual approach, but it is good for Tigard to meet community objectives.

Council President Buehner asked if Tigard is going to be coordinating with various land use plans done by neighboring cities. Senior Transportation Planner Gray replied that has already begun with some regional coordinating meetings and there will be a lot of effort going into coordinating with adjacent jurisdictions.

Senior Planner Gray said Tigard's High Capacity Land Use Plan is one of several plans along the SW Corridor. She described Tigard's project, funded by the State Transportation Growth Management (TGM) grant jointly awarded to Tigard and Metro. She said the contract ends January 2012, although sometimes projects like this require extensions. She said the project outcome includes a conceptual Station Community Plan and the identification of six to ten potential locations and "typologies." She defined typology as a transit-oriented station community type, noting that there will be different types within the City. She described key project tasks and public involvement activities. She said the Final Concept Plan will be presented at a joint Planning Commission/Council Workshop, with recommended Comprehensive Plan, zoning map and Code changes.

Councilor Woodard asked Senior Transportation Planner Gray what she saw as the biggest challenge. In reply, Senior Transportation Planner Gray said, "We simply have a capacity constraint." She is planning a discussion on this topic for Planning Commission and could also present this to Council. Councilor Woodard said he would be very interested in that discussion.  Senior Transportation Planner Gray said there is broad recognition that the Transportation Planning Rule is no longer achieving its desired outcome.

City Manager Prosser said Tigard has already come up against the TPR in its downtown and Tigard Triangle areas where high-density development is planned. ODOT told the City that they could not adopt the zoning they wanted due to capacity restrictions. Mayor Dirksen added that Tigard isn't the only one bumping up against the TPR and changes to it are a top legislative priority of the League of Oregon Cities and Metro.

Council President Buehner said the TPR discussion should be held at a joint Planning Commission/Council meeting. She said she was also concerned that King City should be kept in the loop. She suggested a joint meeting of both Councils. City Manager Prosser said their Council would need to talk to their City Manager about setting up a joint meeting. Senior Transportation Planner Gray said King City's City Manager has been included in some discussions already.

Councilor Wilson asked, "When ODOT evaluates whether something would impact their facilities – do they assume full build-out? We know that full build-out never happens. Could there be a compromise where the first projects built absorb density and perhaps it is lowered with subsequent projects?" Senior Transportation Planner Gray replied that one of the very important outcomes of this work is that we will be able to identify certain locations where we think growth will happen first and start looking at adjusting the TPR for smaller areas rather than the entire Triangle. Mayor Dirksen asked about temporal zoning, where the first five Triangle projects would get a certain zoning and the next five would get another zoning. Senior Transportation Planner Gray said, "If we were to try and do it that way, we would probably end up with a trip cap for the entire Triangle...That is the first thing that would come to mind ...kind of messy." Mayor Dirksen said the issue is that ODOT has a formula to calculate capacity and many are challenging the validity of the formula. Council President Buehner said another issue is the density directives coming from Metro. Senior Transportation Planner Gray said she is optimistic about the TPR because everyone agrees about the problem.

Council President Wilson said that in the past alignments were determined first, which was inexpensive and more politically feasible. He asked, "What happens if we come up with a route that is not the cheapest or the most politically feasible?"

Metro Senior Planner Gardner said criteria has changed. She said in the last 30 years a lot of alignments have gone in the cheapest or most politically feasible locations due to the Federal Transit Administration rules. She said those rules have started to shift. She said there was a movement from EPA, HUD and the DOT for livability, so all grants Metro applied for relating to the SW corridor had to show how any improvements in this corridor would meet livability criteria.

City Manager Prosser said when early lines were being designed, planners looked at construction costs; not the life cycle costs. He said they are taking a long-term sustainable view of the cost of this project.

Council President Buehner said, "99W doesn't work now. One alignment option is running it down that right of way, which would be a nightmare. How can we get this information to whomever needs to hear it. It just isn't feasible." Senior Transportation Planner Gray said she didn't know what her regional partners would say but she didn't see any strong arguments to remove existing capacity on 99W.

Metro Senior Planner Gardner said, "By doing this HCT Land Use Plan you're giving directive, or informing, the alternatives analysis process. And so, the Tigard's 'will' will be expressed through the results."

Senior Transportation Planner Gray discussed the public involvement activities. She said there is a project website. Videotapes of the Citizen Advisory Commission meetings will be posted on the web.

In response to a question from Councilor Wilson regarding the next steps, Metro Senior Planner Gardner said Metro just received \$6 million to start the multi-modal transportation planning for the SW Corridor, and received \$2 million to begin the alternatives analysis. Over the next two-three years they will be looking at existing conditions and then in three-five years will be looking at transit alternatives in the SW Corridor. She said as part of that process, they will review the results of Tigard's HCT Land Use Plan to help inform what mode and alignment are chosen.

Councilor Henderson asked what lessons were learned from the Interstate Avenue project. Metro Senior Transportation Planner Gardner said she and the Project Manager have been reviewing over 30 plans to get good ideas for alignments and look at what has worked well and what has not. City Manager Prosser said just by starting with land use plans is an example of how we have learned from past projects.

Redevelopment Project Manager Farrelly distributed the final version of the Tigard 99W Urban Design Vision done by University of Oregon's Graduate Architectural School. He said an executive summary is on the web. He noted that this document is a tool in communicating with stakeholders but has no policy implications. City Manager Prosser said the professor who led this project gave a presentation about this project in Germany and asked if staff had heard any feedback. Redevelopment Project Manager Farrelly said he would find out.

At 8:34 pm Mayor Dirksen called for a 10-minute break. Council reconvened at 8:46 pm.

4. REVIEW OF 2011-12 CITY COUNCIL BUDGET REQUEST

Assistant City Manager Newton introduced this item. She said staff prepared a Council budget that holds the line but to match other City budgets, a 5% cut is needed. She said there is an easy reduction of \$10,000 since Railvolution will not be held in Portland this year.

Mayor Dirksen said at the time his stipend was raised, the mayoral travel budget was also raised. He has not used all of it. He offered to reduce his travel budget from \$9,000 to \$6,000. Assistant City Manager Newton countered that \$6,000 may be too tight and suggested it be \$7,000 or \$7,500. Councilor Wilson suggested reducing councilor travel from \$5,000 to \$4,000. He noted that the League of Oregon Cities Conference will cost less because it is in Portland (no hotels or airfare required).

Councilor Henderson noted that he'd asked for a breakdown of what each Councilor has spent on travel and training in past years. Assistant City Manager Newton said the records may not have been kept from years ago because there is no requirement to keep them. Current Councilor expenditures were figured and that material was distributed to Council.

Mayor Dirksen said it was difficult to ask City departments to cut 5% but not reduce Council's budget by the same amount. City Manager Prosser clarified that Council wanted to budget the lower travel amounts of \$4,000 each for Councilor travel and \$7,000 for the Mayor's travel.

5. DISCUSS DRAFT 2011 CITY COUNCIL GOALS

City Manager Prosser noted that Council didn't talk about mid-range and long-term goals during the December 30 Council Goal Setting and asked if Council wanted to maintain these goals.

Council President Buehner said nothing has changed with the long-term goals and she recommended keeping them. Councilor Wilson agreed and said the City ought to accomplish something in the current year towards all five-year goals. Discussion was held on what could be done in 2011 about urban renewal along Pacific Highway. Mayor Dirksen said the corridor study will go a long way towards work on that goal. City Manager Prosser cautioned that work load also needs to be considered. Councilor Wilson said, "Explore means take a brief look at it and figure out what steps need to be taken. Explore doesn't mean that we've made a decision to do it... You would have some small task that would help inform the decision."

Council President Buehner said she would like to add facility needs to the list (finding a new location for Public Works). Mayor Dirksen mentioned that he has held a few discussions with the National Guard and they are looking at vacating the armory and have asked if the City would be interested in their property.

Councilor Henderson said that to him, brainstorming ideas 1-6 (from the Council Goal Setting Session) are really five-year goals.

Mayor Dirksen suggested that the five-year and long-term goals from last year be retained because none of them has changed other than progress has been made on some of them. Councilor Wilson and Councilor Buehner agreed. City Manager Prosser said at the January 25 meeting, Council goals will be scheduled for consideration and approval. They will include the 2011 goals plus five-year goals and long-term goals.

Mayor Dirksen referred to a few minor wording change suggestions. Councilor Wilson and Council President Buehner said these changes were acceptable.

6. COUNCIL LIAISON REPORTS

Council President Buehner said she received her Silver Certificate from the Leadership Training Council.

7. NON-AGENDA ITEMS - See Item 1.5 above.

8. EXECUTIVE SESSION:

At 9:14 City Manager Prosser announced that the Tigard City Council would be entering into an Executive Session under ORS 192.660 (2) (f) to consider records that are exempt by law from public inspection. The Executive Session ended at 9:57 pm.

9. ADJOURNMENT

At 9:58 PM Mayor Dirksen moved for adjournment. Motion seconded by Councilor Henderson and all voted in favor.

	Yes	No
Councilor Wilson	✓	
Council President Buehner	✓	
Mayor Dirksen	✓	
Councilor Henderson	✓	
Councilor Woodard	✓	

Carol A. Krager, Deputy City Recorder

Attest:

Mayor, City of Tigard

Date

I:\ADM\CATHY\CCM\2011\110118.doc



City of Tigard

Tigard Business Meeting – Minutes

Agenda Item No. 3.A.2.
Meeting of March 8, 2011

TIGARD CITY COUNCIL

MEETING DATE AND TIME: February 8, 2011 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

Mayor Dirksen called the meeting to order at 6:30 p.m.

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Dirksen	✓	
Council President Buehner	✓	
Councilor Henderson	✓	
Councilor Wilson	✓	
Councilor Woodard	✓	

Staff Present: City Manager Prosser, Assistant City Manager Newton, Public Works Director Koellermeier, Engineering Manager McMillan, City Attorney Ramis, Development Engineer Duenas, Finance and Information Services Department Director LaFrance, Community Development Director Bunch, City Recorder Wheatley

- STUDY SESSION
 - > Councilor Buehner requested the January 25, 2011, City Council minutes be removed from the Consent Agenda and placed on the February 22, 2011, agenda for consideration. Consensus of the City Council was to remove and reschedule the set of minutes as requested.
 - A. Intergovernmental Agreement for Right-of-Way Services on SW Main Street from Pacific Highway to the Rail Corridor

Engineering Manager McMillan reviewed this agenda item with the City Council:

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

- Scope of the Intergovernmental Agreement was reviewed, which is with Oregon Department of Transportation (ODOT) to administer funds for right-of-way services related to the Main Street/Green Street project.
 - The grant financial parameters were reviewed. The City of Tigard received a \$2.5 million federally funded grant from Metro to complete the project. By entering into the Intergovernmental Agreement, the City will be able to use the federal grant dollars for right-of-way acquisition.
 - The City Council will be asked to approve the Intergovernmental Agreement at its February 22, 2011 meeting.
 - Councilor Wilson brought up a citizen's question about a bike crossing. Discussion followed about future trail connections and pedestrian, bicycle and vehicular traffic design in the downtown. City Manager Prosser said discussion was scheduled on trails/pedestrian/bicycle crossings and configurations at the February 15, 2011 Council Workshop meeting. Engineering Manager McMillan said design options are being studied to determine what will work best to accommodate needs of property owners and promote safety.
 - In response to a question from Councilor Woodard, City Manager Prosser advised that information on what remains in the gas tax funds will be forwarded to the City Council in a Friday mail packet.
 - City Attorney Ramis advised that the City enters into Intergovernmental Agreements under express statutory authority (ORS Chapter 190) allowing government agencies to enter into agreement with other agencies to allow them to do virtually everything that we have the authority to do as a city.
- B. Discuss Exemplary Citizen Award. Council consensus was to solicit nominations for this year's Exemplary Citizen Award through Cityscape. This does not need to be an award given every year, but dependent on nominations received.
- C. Discuss Potential Council Agenda Topic: Consider Formation of a Recreation & Events Steering Committee (RESC) Councilor Woodard reviewed his ideas regarding formation of a RESC steering committee. An outline of his proposal is on file with the packet meeting materials. Councilor Woodard's proposal offered that recreational and city events would promote community gatherings to foster family fun, leisure activity enjoyment, sense of belonging to a community, and information sharing. Benefits of such activities would increase city commerce, development interest, citizen participation, and have positive branding associated with the City of Tigard. City Council members discussed the ideas offered by Councilor Woodard and also talked about current activities offered, past efforts and the PRAB's idea for a recreational pilot program presented during the budget cycle a couple of years ago. The Budget Committee did not choose to fund the program at that time.

City Manager Prosser explained that the Events Coordinator position (.8 FTE) was eliminated last year when budget reductions were necessary. The Events Coordinator position was a new position and was envisioned to assist with the Balloon Festival, establish a summer concert series, plan the Family Fest, and other activities throughout the year.

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

Councilor Wilson said he is supportive of exploring Councilor Woodard's proposal, but would prefer that it follow from a designated City Council goal.

Council consensus was that the ideas offered by Councilor Woodard should be explored; the Council discussed how to approach. Councilor Henderson noted that PRAB would likely be supportive of Councilor Woodard's proposal. City Manager Prosser summarized City Council direction to staff as follows:

- Explore structure and staff support required for the proposals offered by Councilor Woodard.
- Staff will return to the City Council with this information after the budget process.
- City Council will then determine whether further discussion should be scheduled.

D. Administrative Items

- Board and Committee Code of Conduct Certification Update. Council discussed the situation where one or two board and committee members have indicated they would not sign the Code of Conduct. Staff is asking how the City Council wants to approach this situation. During discussion, City Attorney Ramis advised that serving on a committee is not a right, it is a privilege. The City Council can attach conditions to this privilege. Mayor Dirksen noted that this was not a requirement at the time current Board and Committee members were appointed. He suggested consideration of making this a requirement for appointment and reappointment from this point forward. Council consensus was that the Mayor would offer to meet with those who have not signed the certificate to determine what their objections are.
- Pacific Highway/Hall/Greenburg/Main Completion Celebration. Proposed date change from March 3 to April 7.
- Council Calendar
 - 2/15/2011 - Tuesday - Workshop Meeting - 6:30 p.m.
 - 2/21/2011 - Monday - Presidents Day, City Hall Closed
 - 2/22/2011 - Tuesday - Business Meeting - 6:30 p.m.
 - 2/28/2011 - Monday - Presentation on Successful Community Economic Development 7-9 p.m.
- EXECUTIVE SESSION: Executive Session was not held at this time. An Executive Session was held after the Business Meeting.

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

1. BUSINESS MEETING – FEBRUARY 8, 2010



A. Call to Order: Mayor Dirksen called the meeting to order at 7:34 p.m.

B. Roll Call

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Dirksen	✓	
Council President Buehner	✓	
Councilor Henderson	✓	
Councilor Wilson	✓	
Councilor Woodard	✓	

C. Pledge of Allegiance

D. Council Communications & Liaison Reports 

Councilor Woodard reported on his attendance at the Neighborhood Network Open House and said it was a good experience. It appears this is a good resource and recommended that people contact staff or check the website for information about how to get involved in the community. Councilor Henderson also attended and agreed with the report on the event from Councilor Woodard; he commented on the volunteer efforts for the Neighborhood Networks. Councilor Buehner added that she has gone in previous years and has always enjoyed attending the open house.

Councilor Woodard reported he was walking recently on a trail along Fanno Creek in the downtown area and it looks as if there is some damming occurring due to foliage growth. He noticed some erosion as well. He asked how this could be addressed. Mayor Dirksen advised the City shares responsibility for this type of thing with Clean Water Services with CWS being the lead agency. In the spring, Clean Water Services plans to do a considerable amount of work in this area; i.e., improve the stream bank and re-meander the creek in a more natural channelized flow.

Mayor Dirksen reported he met with the Friends of Trees on Saturday and participated in a tree-planting event at Summer Creek Park.



E. Call to Council and Staff for Non-Agenda Items: None

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication: None.

- B.  Tigard High School Student Envoy Tracie Tran presented an update on Tigard High School activities as well as events for athletics and academics. A copy of the highlights of her report is on file with the meeting packet materials.
- C.  Tigard Area Chamber of Commerce Executive Director Debi Mollihan presented a report on upcoming Chamber events. A copy of the highlights of her report is on file with the meeting packet materials.
- D.  Citizen Communication – Sign Up Sheet
- John Frewing, 7110 SW Lola Lane, Tigard, Oregon advised the City Council members that they might not be aware that the City is negotiating with Mr. Fred Fields on some kind of significant change to the Library site in conjunction with a pivot road development of Wall Street. He said he is concerned that this negotiation is taking place without some awareness by the public and without opportunity for public input. The Tigard Library is one of the most heavily used Tigard facilities. Parking is tight now. The preliminary information provided by Mr. Fields indicates that the parking situation might become worse with a smaller and more awkward driving entrance from Wall Street and an uncertain number of parking spaces affected.

Mr. Frewing says he has asked the City for information on the base conditions for these negotiations and potential modifications of the Library site, but was told by a City Attorney that they cannot reveal City activities because of potential lawsuits, potential land acquisitions/appraisals, and confidential information submitted by Mr. Fields. He said he did not think the public needs to know the exact dollar values of land appraisals and if there is confidential information, which might hurt the City or Mr. Fields in court, then this could be covered generally. The public needs to be heard on this important Tigard facility change.

Mr. Frewing said that because some of the land for a Wall Street Extension is on City of Tigard property, he understands that City sign-off on the proposed site modifications is necessary even before an application can come to the City for development. If the City has already signed off on this before the application is filed, it is too late for public participation and looking at alternatives. He asked the City Council to direct City staff to tell the public what options are being considered and what the public benefit and costs are likely to be for each alternative, if there are alternatives. The City should ask for a complete second level of parking at the Library if any Wall Street Extension plan will encroach on the present Library site.

Mr. Frewing said he would appreciate a response to his request. Without being informed, he said he thinks the public is being disenfranchised. Mayor Dirksen said he is unaware of any negotiation. He said he is aware of a proposal by Mr. Fields' representatives for an alternative for the bridge, but it is strictly a proposal on their part. There has been no discussion or negotiation going on with the City. Mr.

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

Frewing said Mr. Fields' representatives told him that they are coordinating with the City. Mayor Dirksen said he would not categorize this as a negotiation and if there is something like that occurring, he is unaware of it.

City Attorney Ramis said the Mayor's characterization is correct. There is a proposal and the staff has asked many questions about that proposal because more information is needed. Mayor Dirksen said there are no counter suggestions and back-and-forth discussion.

Mr. Frewing reported a conversation he had with Rhys Konrad of Mackenzie Engineering who advised him that his contact with the City is Public Works Director Koellermeier. Mr. Frewing asked Public Works Director Koellermeier to see what was being worked on and Damien Hall of the City Attorney's office responded that the City could not disclose any information other than what is in the planning file.

City Manager Prosser said that Mr. Fields has submitted a proposal regarding using some of the Library land and staff is looking at this and asking for additional information so we can determine "where that should go." This will be brought to the City Council in an Executive Session for discussion.

Mayor Dirksen said Mr. Fields' representative had a neighborhood meeting at the Chamber of Commerce. The Mayor said he believed the information presented at this public meeting is the same information the City has received. Mayor Dirksen said he knows of no other information presented to the City.

Mr. Frewing referred to the Executive Session discussion and asked if there was any plan to let the public know what alternatives might be under consideration and the extent of encroachment upon the site. City Attorney Ramis said the City cannot make decisions in Executive Session, so if there was any interest on the part of the City to pursue this further that would take place publicly. Mayor Dirksen said that in this case the City is not acting necessarily as the governing body, but rather as a property owner that is being impacted. 



Mayor Dirksen reviewed the Consent Agenda:

3. CONSENT AGENDA: (Tigard City Council)

A. Approve City Council minutes:

1. ~~November 16, 2010~~ Set over to the February 22, 2011, Consent Agenda
2. November 23, 2010
3. December 14, 2010
4. December 21, 2010
5. December 28, 2010
6. December 30, 2010
7. January 11, 2011

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

8. ~~January 25, 2011~~ Set over to the February 22, 2011 Consent Agenda

B. Specify City Council Liaison Appointments to City of Tigard and Regional Boards, Commissions, Committees, and Task Forces

C. Receive and File:

1. Council Calendar

2. Council Tentative Agenda for Future Meeting Topics

Motion by Councilor Wilson, seconded by Council President Buehner, to approve the Consent Agenda.

The motion was approved by a unanimous vote of City Council present except that Councilor Woodard advised he would abstain from voting on minutes before December 30, 2010, as he was not attending meetings before that date as a City Councilor. (Note: Councilor Woodard attended and participated as Councilor-elect at the December 30, 2010 Goal-Setting Meeting.)

Mayor Dirksen	Yes
Council President Buehner	Yes
Councilor Henderson	Yes
Councilor Wilson	Yes
Councilor Woodard	Yes

4.  PROCLAIM FEBRUARY 2011 AS KIWANIS CHILDREN'S CANCER CURE MONTH

Mayor Dirksen so proclaimed. A copy of the proclamation is on file with the packet meeting materials.

5.  UPDATE FROM METRO COUNCILOR CARL HOSTICKA

Metro Councilor Hosticka updated the City Council on recent and upcoming activities of the Metro Council:

- New Metro President Tom Hughes (former Mayor of Hillsboro) has taken office.
- Councilor Robert Liberty resigned to take a position at the University of Oregon. Through an appointment process, the Metro Council will appoint someone to fill Councilor Liberty's seat.
- Reviewed upcoming agenda for 2011:
 - Urban Reserves Process

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

The Land Conservation and Development Commission (LCDC) rejected some urban reserves north of Cornelius. LCDC sent back all Urban Reserves in Washington County so adjustment can be made. Washington County Commissioners and Metro Councilors are negotiating re-designating some areas as urban reserves (some specified as undesignated and some as new rural reserves). There is a meeting on February 17 and it is hoped that an agreement will be reached on the matter. The goal is to confine the changes to the areas around Hillsboro and Cornelius. LCDC will likely review the new proposal next summer after the public process is completed in Washington County.

- Metro will be considering the “capacity ordinance” this year. Metro is required to maintain a 20-year supply of land within the Urban Growth Boundary and this is to be reviewed every five years with forecasts of need and capacity forecast for the next 20 years. They are to determine if there is any gap between the need for housing and employment land and the capacity inside the existing urban growth boundary. At the end of 2010, Metro made the decision that at least half of whatever need there is, can be met within the Urban Growth Boundary through improvements in land use, such as with urban renewal and the plans for more intense development in the Tigard Town Center. What remains to be seen at the end of this year is whether there is additional need and whether we would want to expand the Urban Growth Boundary. The steps must be in a certain sequence, because if we do not have urban reserves, then we go back to the old process used to expand the Urban Growth Boundary, which meant examining every acre contiguous to the existing Urban Growth Boundary (long and drawn out process). Metro will be working on this after the reserves process is closed. The usual process is that in August, Metro’s Chief Operating Officer makes a recommendation, followed by public hearings and open houses, which are held throughout the region. The plan is to make a decision by the end of the year on whether, where, and how much to expand the Urban Growth Boundary.

He asked that Tigard let Metro know if there are any concerns.



- He reported that most people think that Metro needs to shift their focus from issues on the Urban Growth Boundary at the edge of the region to development within the region. Compact urban growth and farmland protection depend upon more intense use within the existing Urban Growth Boundary. Success relies on our ability to make investments within the Urban Growth Boundary for new infrastructure. Metro is convening a group of business/labor (private sector) leaders to discuss ideas about how to have a more coordinated investment in the infrastructure. Metro has also had meetings with elected officials throughout the region. This effort will continue for the foreseeable future. There are various obstacles to raising revenue and coordinating expenditures between various jurisdictions, which needs to occur if any major redevelopment is to happen within the existing Urban Growth Boundary.



TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

- The State issued a mandate to Metro after the 2009 Legislative Session requiring Metro to develop scenarios on land use and transportation to meet the state’s greenhouse gas emission goals. They are looking for a 25 percent reduction in greenhouse gas emissions and this will require improvements in technology, transportation, and land uses. Metro is required, by 2014, to come up with scenarios about how to reach those targets. After that, local governments are required to comply with the Metro scenarios. He hopes for a combined process where Metro and local governments work together from the start to determine how to reach the state’s mandate. There is a meeting scheduled on April 1 to layout the groundwork for this process; this will be a joint meeting of MPAC and JPACT. Any elected official is welcome to attend this meeting. He said Tigard is already moving in the direction that is going to be required insofar as planning for more intense development in the city core linked by transportation and with employment areas nearby (integrated communities).



- He referred to the recent celebration upon the purchase of the Summer Creek property in the City of Tigard.
- He referred to the Westside Trail (formerly known as the Powerline Trail) that will eventually run from King City to the St John’s bridge. This will involve some Tigard properties, primarily in the Bull Mountain area. Metro has a \$300,000 grant for the Master Plan to apply towards building the trail. Coordination among all the jurisdictions is a major issue.
- He referred to the Southwest Corridor planning project. The Southwest Corridor is the Barbur/99W corridor slated as the next major corridor for high capacity transit. They hope to begin the planning process this fall with a \$2 million grant from the federal government. He said he hopes that Tigard joins him in pushing to assemble a leadership team to guide the planning. This would involve elected officials from Tigard, Washington County, City of Portland, and Metro as well as others.
- There are always opportunities for transit-oriented development. Tigard’s Town Center is the major candidate for this type of development. Metro has about \$2 million that can be invested throughout the region to assist with higher intensity development leading to increased used of transit or avoided trips.
- Metro and Tigard are working on a Main Street/Green Street project.

Council comments were as follows:

- Councilor Wilson asked if there is a typical grant size for the transit oriented development funding. Councilor Hosticka said it usually consists of a joint project between Metro, a local government, and a private developer. Metro’s funds make the additional push for a project to make it possible; they usually do not fund the entire project.
- Council President Buehner asked about the Powerline Trail grants. Councilor Hosticka said this funding is coming from the regional transportation funds and \$300,000 has been appropriated.

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

- Council President Buehner said that there was an excellent presentation at Metro last spring regarding climate impacts. She asked if another presentation similar to this could be offered noting there are a number of newly elected officials and those who need to get up to speed in this area. Councilor Hosticka said he would make a note and try to have a presentation set up for the April 1 meeting. He said he would like to have a presentation focus not on the problem, but on the solution.



- Councilor Woodard asked for more information on the greenhouse gas emission reductions mandate. Councilor Hosticka clarified that the plan has to be completed by 2014 and the reductions need to occur by 2020. There are three basic ways to reduce emissions:
 - Changes in the technology of the transportation fleet
 - Changes in land use patterns so people do not drive
 - Use of alternative transportation methods (other than driving)

Governments do not control anything relating to technology, so we have to depend on others to tell us how much of this reduction we can expect from technology.

Governments are involved in the last two basic changes. They have good information models that can assist in calculating the effect on emissions with the change of land use or transportation methods.

In response to a question from Councilor Woodard, Councilor Hosticka said the scenarios he referred to are reductions based upon single-occupancy vehicles. The single-occupancy vehicle sector is relatively small compared to all of the emissions. The greater emissions come from buildings and LEEDS is very important.



Councilor Henderson described for Councilor Hosticka the national efforts (National League of Cities) relating for sustainability through a multi-dimensional approach. Councilor Hosticka said he would review these as this represents a personal priority for him. We have many neighborhoods where people must drive to get any of their needs met. Work at the neighborhood level needs to begin so people can get services without driving a couple of miles.

Mayor Dirksen referred to the SW Corridor Plan and Study. From the City of Tigard's point of view, there is more involved than just the high capacity transit. Tigard is also doing a land use study of the corridor and created a citizen/stakeholder's task force to look at land use along the corridor with an interim goal of identifying station communities for the high-capacity transit. One of the City Council's goals for this year is to make significant progress on a new master plan for the Tigard Triangle area. One obstacle has been the Transportation Planning Rule. Tigard representatives have testified before LCDC and talked to ODOT about considering adjustments to the TPR, including the formula by which the calculations are made. Changes to the administrative rules will be considered. Mayor Dirksen asked if Metro has discussed this and if Metro

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

officials plan to comment on the issue. Councilor Hosticka confirmed that Metro officials have been working on this matter with the hope that it can be contained within the agencies so the legislature does not get involved. One of Metro's legislative priorities is for efforts to continue at the LCDC/ODOT level so progress is made.

Council President Buehner said there is a proposal at the legislature that would stop any kind of regulatory change in the next biennium. In response to a question from Councilor Hosticka, Mayor Dirksen advised that the City communications on these matters are primarily through the League of Oregon Cities. Mayor Dirksen sits on the LOC Transportation Policy Committee. Councilor Hosticka said he thinks the cities and Metro will be working together on this matter.

Councilor Wilson reported that he and a colleague teamed up to create a video for a potential light-rail route identifying potential station communities. His goal was to provide this as a beginning point of discussion. The video is on "You Tube" (Search "Tigard LRT"). <http://www.youtube.com/watch?v=EZBQFfx1UWSc> Councilor Hosticka indicated he would be very interested in reviewing the video as visualization is a tremendous help. Councilor Wilson said the planning study that is getting underway might be quite technical and he thought the video would help people connect with the project. For Tigard, Pacific Highway has been both our reason for being and our nemesis; little by little, we are chipping away at the problems – traffic, land use, beautification, etc. He said that, hopefully, we will have not only high capacity transit, but also changes in land use that will make the community a much nicer place.

Councilor Henderson complimented Councilor Wilson's selection of communities portrayed in the video, which illustrated how they could be connected. Mayor Dirksen noted that the goal is to consider how high capacity transit can make the corridor work, not the other way around. Councilor Hosticka agreed the point should be for quality of life.



Councilor Woodard asked Councilor Hosticka to elaborate on the urban reserves and the LCDC rejection of property to be so designated located north of Cornelius. Councilor Hosticka explained that there was an area designated urban reserves consisting of approximately 600+ acres north of Cornelius. That area had been contentious for at least a decade. The LCDC said there could be no urban reserves at any point north of Council Creek. The question then became whether to reduce the total urban reserves by 600+ acres or designate other areas differently. Councilor Hosticka said there could be another review throughout the entire region or confine the discussion to the Hillsboro/Cornelius area. The decision was to confine the discussion, which is now under negotiation.



TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

Councilor Wilson referred to the urban reserves west of the City of Tigard. City officials are concerned about this area even though it is not contiguous. Washington County has been planning Areas 63 and 64 and the City has expressed concerns about unmitigated impacts to Scholls Ferry Road and Pacific Highway. The County's response has been that this will be dealt with later. Councilor Wilson said to his knowledge the Oregon Department of Transportation (ODOT) has not commented on these plans. Typically, when the City of Tigard wants to raise density in our urban areas for a Town Center, ODOT vetoes the idea based on the TPR. He noted the irony of the situation. Councilor Hosticka advised of his frustration with regard to this planning and shared that he had written letters stating that this planning should take place keeping in mind what has already developed within the Urban Growth Boundary and proceed under the guidance of making more complete communities in the area.



6. CONSIDER A RESOLUTION APPROVING THE PURCHASE OF THE POTSO DOG PARK PROPERTY AND AUTHORIZING THE CITY MANAGER TO COMPLETE THE PROPERTY PURCHASE

- Staff Report: Parks Facilities Manager Martin presented the staff report.
- Council Discussion

In response to a question from Councilor Woodard, Parks Facilities Manager Martin advised the park is very well used with about 25-50 cars in the parking lot when the park is open. The Dog Park Committee has been helpful in educating park users.



Owen Wozniak of Trust for Public Lands thanked the City Council for its consideration of the purchase. He referred to TPL's positive experience in working on the park bond measure.



In response to a question from Councilor Henderson, Parks Facilities Manager Martin advised that owning the park will give the City an opportunity to maintain and improve the park including bringing water onsite for irrigation. He anticipates the hours of the park will increase and the City will provide some long-term landscaping upgrades.

City Attorney Ramis advised that owning this property does not change the City's liability as the City was leasing the site and running the program and, therefore, was responsible/subject to provide insurance protection.

Mayor Dirksen thanked TPL for acting as the purchasing agent on this property. He also thanked the Dog Park Committee for their support and the great job they have

done to self-regulate as users of the park. The park contains separate areas for large and small dogs and this helps with safety.



Chris Garstek of the Dog Park Committee thanked the City Council for considering this proposal. She reviewed activities sponsored by the Committee. She noted the benefits of people in the community coming together because of the park and advised that many Tigard businesses have shown support for the Dog Park.



Council members expressed appreciation for the efforts of the Dog Park Committee members and thanked them for their efforts on behalf of the park bond measure.



- Council Consideration:
Motion by Council President Buehner, seconded by Councilor Wilson, to approve Resolution No. 11-07.

RESOLUTION NO. 11-07 -- A RESOLUTION APPROVING THE PURCHASE OF THE POTSO DOG PARK PROPERTY AND AUTHORIZING THE CITY MANAGER TO COMPLETE THE PROPERTY PURCHASE

The motion was approved by a unanimous vote of City Council present.

Mayor Dirksen	Yes
Council President Buehner	Yes
Councilor Henderson	Yes
Councilor Wilson	Yes
Councilor Woodard	Yes

7. COUNCIL LIAISON REPORTS: None
8. NON AGENDA ITEMS: None
9. EXECUTIVE SESSION: The Tigard City Council went into Executive Session at 8:52 p.m. to consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed, under ORS 192.660(2) (h) and for real property negotiations, under ORS 192.660 (2) (e). 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(4), 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.



10. ADJOURNMENT: 8:51 p.m.

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

Motion by Council President Buehner, seconded by Councilor Wilson, to adjourn the business meeting.

The motion was approved by a unanimous vote of City Council present.

Mayor Dirksen	Yes
Council President Buehner	Yes
Councilor Henderson	Yes
Councilor Wilson	Yes
Councilor Woodard	Yes



City Manager Prosser read the Executive Session citation (see above) and the City Council met in Executive Session. (8:51 – 10:24 p.m.)

Catherine Wheatley, City Recorder

Attest:

Mayor, City of Tigard

Date: _____

TIGARD CITY COUNCIL MEETING MINUTES – February 8, 2011

AIS-434

Item #: 3. B.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Receive and File: Council Calendar and Council Tentative Agenda

Submitted By: Cathy Wheatley
Administrative Services

Item Type: Receive and File

Meeting Type: Consent - Receive
and File

ISSUE

Receive and file the Council Calendar and the Tentative Agenda for future Council meetings.

STAFF RECOMMENDATION / ACTION REQUEST

No action requested; this is a receive and file item for information.

KEY FACTS AND INFORMATION SUMMARY

The Council Calendar and the Tentative agenda for future Council meetings are attached.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A - Receive and File Items

Attachments

Council Calendar

Tentative Agenda - Future Council Meetings



MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Cathy Wheatley, City Recorder

RE: Three-Month Council Meeting Calendar

DATE: March 8, 2011

Regularly scheduled Council meetings are marked with an asterisk (*).

March

8* Tuesday Council Business Meeting– 6:30 pm, Town Hall
15* Tuesday Council Workshop Meeting -CANCELLED
22* Tuesday Council Business Meeting – 6:30 pm, Town Hall
29* Monday Special Joint Meeting with TVF&R -6:00 pm, TVF&R Headquarters, 11945 SW 70th

April

12* Tuesday Council Business Meeting – 6:30 pm, Town Hall
18 Monday Budget Committee Meeting– 6:30 pm, Public Works Auditorium
19* Tuesday Council Workshop Meeting – 6:30 pm, Town Hall
25 Monday Budget Committee Meeting–6:30 pm, Public Works Auditorium
26* Tuesday Council Business Meeting – 6:30 pm, Town Hall

May

2 Monday Budget Committee Meeting– 6:30 pm, Public Works Auditorium
10* Tuesday Council Business Meeting – 6:30 pm, Town Hall
17* Tuesday Council Workshop Meeting – 6:30 pm, Town Hall
24* Tuesday Council Business Meeting – 6:30 pm, Town Hall
30 Monday Memorial Day Observed – City Offices Closed

Key:
 Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting

City Council Tentative Agenda
2/28/2011 1:17 PM

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
249	03/08/2011	Carol Krager	AAA	03/08/11 Absences to Note: Mayor Dirksen Location: Tigard City Hall		
328	03/08/2011	Cheryl Caines	ACCSTUDY	15 Minutes - Review Resolution 08-47 That Establishes A Process to Form Ad-Hoc, Limited Duration Citizen Advisory Committees	Community Development	Prosser C, City Manager
356	03/08/2011	Liz Lutz	ACCSTUDY	25 Minutes - Review of 2012 Community Event Funding Requests	Financial and Information Services	LaFrance T, Fin/Info Svcs Director
Total Time: 40 of 45 minutes have been scheduled						
349	03/08/2011	Loreen Mills	ACONSENT	Consent Item - Award of Contract for Franchise Attorney Services	City Management	Prosser C, City Manager
352	03/08/2011	Nadine Robinson	ACONSENT	Consent Item - Award Contract to Larry J. Blake, Jr. for Prosecutorial Services	Administrative Services	Prosser C, City Manager
377	03/08/2011	Sandy Zodrow	ACONSENT	Consent Item - Award Contract for Labor Attorney and Employment Law Services	City Management	Zodrow S, HR Director
412	03/08/2011	Liz Newton	ACONSENT	Consent Item - Award of Contract for City Attorney Services	City Management	Prosser C, City Manager
418	03/08/2011	Greer Gaston	ACONSENT	Consent Item - Award a Contract for Real Estate Legal Services to Jordan Schrader Ramis PC	Public Works	02/24/2011
297	03/08/2011	Joseph Barrett	CCBSNS	1 LCRB - 10 Minutes - Award Purchase Agreement for Replacement of the In-Car Video System for Patrol Vehicles	Police	02/08/2011
354	03/08/2011	Julia Wade	CCBSNS	2 15 Minutes - Update of Tigard Youth Advisory Council Activities	Police	02/25/2011
351	03/08/2011	Cheryl Caines	CCBSNS	3 10 Minutes - Quasi-Judicial Public Hearing to Consider Vacation of Right-of-Way on Burnham Street Adjacent to Matsumoto Property	Community Development	Caines C, Assoc Planner
329	03/08/2011	Duane Roberts	CCBSNS	4 25 Minutes - Status Report on Progress of Greenway Trail System Master Plan	Community Development	02/24/2011
Total Time: 50 of 110 minutes have been scheduled						

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250	03/15/2011	Carol Krager	AAA	03/15/11 Absences to Note: Dirksen, Buehner, Woodard at NLC. Agenda items will need to be rescheduled.		
251	03/22/2011	Carol Krager	AAA	03/22/11 Absences to Note: Councilor Wilson Location: Tigard City Hall		
336	03/22/2011	Cheryl Caines	ACCSTUDY	10 Minutes - Update City Council on the Tree Board's Upcoming Tree Replacement Fund Recommendation	Community Development	
380	03/22/2011	Sandy Zodrow	ACCSTUDY	20 Minutes - Executive Session - Labor Relations		02/08/2011
423	03/22/2011	John Floyd	ACCSTUDY	20 Minutes - Pending Litigation		Floyd J, Associate Planner
Total Time: 50 of 45 minutes have been scheduled						
148	03/22/2011	Judith Gray	ACONSENT	Consent Item - Approve Granting a Designated Bus Stop on Commercial Street for Yamhill County Transit Area - Resolution	Community Development	
335	03/22/2011	Greer Gaston	ACONSENT	Consent Item - Increase the City Manager's Credit Authorization Limit to Waive Utility Charges	Public Works	
424	03/22/2011	John Goodrich	ACONSENT	Consent Item - Authorization for City to enter into updated Wasteshed Reduction IGA with Washington County	Public Works	Gaston G, Conf Executive Asst
367	03/22/2011	Liz Lutz	CCBSNS	1 15 Minutes - Resolution Granting Exemption from Property Taxes under TMC Section 3.50	Financial and Information Services	
357	03/22/2011	John Goodrich	CCBSNS	2 15 Minutes - Consider Amending Tigard Municipal Code Chapter 12, Water and Sewers	Public Works	
201	03/22/2011	Ted Kyle	CCBSNS	3 15 Minutes - Briefing on Two Capital Improvement Plan Projects and the 2010 Pavement Condition Report	Public Works	Gaston G, Conf Executive Asst
338	03/22/2011	Darren Wyss	CCBSNS	4 45 Minutes - Briefing on the Economic Opportunities Analysis	Community Development	Wyss D, Senior Planner
Total Time: 90 of 110 minutes have been scheduled						

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368	03/29/2011	Cathy Wheatley	AAA	Special Meeting with TVF&R at TVF&R Headquarters Located in Tigard		
253	04/12/2011	Carol Krager	AAA	04/12/11 Absences to Note: Location: Tigard City Hall		
				<i>No study session items scheduled for April 12</i>		
385	04/12/2011	Joseph Barrett	ACONSENT	Consent Item - Contract Award for Auditing Services	Financial and Information Services	
202	04/12/2011	Ted Kyle	CCBSNS	15 Minutes - CIP Update - Burnham Street and 10 MG Water Pump Station Projects	Public Works	Kyle T, City Engineer
332	04/12/2011	Cheryl Caines	CCBSNS	20 Minutes - Consider a Tree Board Recommendation & Resolution for Utilization of Tree Replacement Fund	Community Development	Caines C, Assoc Planner
358	04/12/2011	Marissa Daniels	CCBSNS	20 Minutes - Arbor Day: Receive Tree City USA Growth Award and Present Tree Stewardship Awards	Community Development	Daniels M, Assoc. Planner
416	04/12/2011	Greer Gaston	CCBSNS	20 Minutes - Potential Public Hearing and Solid Waste Rate Adjustment	Public Works	Gaston G, Conf Executive Asst
				Total Time: 75 of 110 minutes have been scheduled		
364	04/18/2011	Cathy Wheatley	AAA	Budget Committee Meeting		

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254	04/19/2011	Carol Krager	AAA	04/19/11 Absences to Note: Location: Tigard City Hall		
379	04/19/2011	Margaret Barnes	CCWKSHOP	1 30 Minutes - ANNUAL JOINT MEETING WITH LIBRARY BOARD	Library	Barnes M, Library Director
384	04/19/2011	Cathy Wheatley	CCWKSHOP	2 30 Minutes - Review of the Recycled Water Feasibility Study	Public Works	02/03/2011
344	04/19/2011	Duane Roberts	CCWKSHOP	3 25 Minutes - Greenway Trail System Master Plan	Community Development	Roberts D, Project Planner
415	04/19/2011	Judith Gray	CCWKSHOP	4 30 Minutes - Presentation on Transportation Planning Rule Issues and Status	Community Development	
323	04/19/2011	Judith Gray	CCWKSHOP	5 30 Minutes - HCT Land Use Plan Update	Community Development	
292	04/19/2011	John Floyd	CCWKSHOP	6 45 Minutes - Regulatory Improvement Initiative Update and Workshop	Community Development	Floyd J, Associate Planner
Total Time: 190 of 180 minutes have been scheduled						
365	04/25/2011	Cathy Wheatley	AAA	Budget Committee Meeting		
252	04/26/2011	Carol Krager	AAA	04/26/11 Absences to Note: Location: Tigard City Hall		
419	04/26/2011	Ted Kyle	ACCSTUDY	15 Minutes - Discuss real estate acquisition		
420	04/26/2011	Greer Gaston	ACCSTUDY	15 Minutes - Executive Session on Real Property Negotiations		Kyle T, City Engineer
Total Time: 30 of 45 minutes have been scheduled						
370	04/26/2011	Joanne Bengtson	CCBSNS	10 Minutes - 1st Quarter Council Goal Update	City Management	Bengtson J, Exec Asst to City Mgr
Total Time: 10 of 110 minutes have been scheduled						

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366	05/02/2011	Cathy Wheatley	AAA	Budget Committee Meeting		
387	05/10/2011	Carol Krager	AAA	Business Meeting		
339	05/10/2011	Darren Wyss	CCBSNS	60 Minutes - Public Hearing for City of Tigard Economic Opportunities Analysis	Community Development	Wyss D, Senior Planner
Total Time: 60 of 110 minutes have been scheduled						
388	05/17/2011	Carol Krager	AAA	Workshop Meeting		
293	05/17/2011	John Floyd	CCWKSHOP	60 Minutes - Joint Meeting with Planning Commission on Regulatory Improvement Initiative - Decision Making Package	Community Development	Floyd J, Associate Planner
Total Time: 60 of 180 minutes have been scheduled						
411	05/24/2011	Carol Krager	AAA	Business Meeting		
342	05/24/2011	Cheryl Caines	CCBSNS	90 Minutes - Quasi-Judicial Public Hearing: Comprehensive Plan Amendment, Sensitive Lands Reviews and Adjustment to Extend Wall St. to Fields Property	Community Development	Caines C, Assoc Planner
Total Time: 90 of 110 minutes have been scheduled						

AIS-412

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for City Attorney Services to Jordan, Schrader, Ramis PC

Prepared For: Liz Newton

Submitted By:

Liz Newton
City Management

Item Type: Motion Requested

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board award a contract to Jordan, Schrader, Ramis PC for City Attorney services for the City?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that the Local Contract Review Board award the City Attorney services contract to Jordan, Schrader, Ramis PC for the first year of a possible five year contract and authorize the City Manager to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The City issued a Request for Proposals (RFP) for City Attorney Services on December 13, 2010. Notices for the RFP appeared in the Daily Journal of Commerce and the Oregonian. Responses to the RFP were due by January 11, 2011. Three qualified firms responded. The City Council chose to interview two firms. At the conclusion of the interviews on February 1, 2011, the City Council selected to retain the Jordan, Schrader, Ramis firm which currently provides City Attorney services.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

The City Council agreed to issue a Request for Proposals for City Attorney services at their October 19, 2010 workshop meeting. At the November 16, 2010 workshop meeting, City Council confirmed a selection process and schedule. The City Council interviewed two qualified firms and selected the Jordan, Schrader, Ramis firm on February 1, 2011.

Fiscal Impact

Cost: \$195/hour

Budgeted (yes or no): yes

Where Budgeted (department/program): City Council

Additional Fiscal Notes:

It is estimated that City Attorney services will cost \$262,000 in FY 2011 - 12.

Attachments

Proposed Contract for City Attorney Services



**CITY OF TIGARD, OREGON
CITY ATTORNEY SERVICES CONTRACT**

THIS AGREEMENT made and entered into this 8th day of March, 2011 by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and Jordan, Schrader, Ramis PC hereinafter called Legal Counsel.

RECITALS

WHREAS, the City's 2010-2011 Fiscal Year budget provides for services related to City Attorney Services; and

WHEREAS City has need for the services of an attorney firm with a particular training, ability, knowledge, and experience possessed by Legal Counsel, and

WHEREAS City has determined that Legal Counsel is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. LEGAL SERVICES TO BE PROVIDED

Legal Counsel shall initiate services immediately upon receipt of City's notice to proceed together with an executed copy of this Agreement. Legal Counsel agrees to complete work that is detailed in Exhibit A and by this reference made a part hereof. Any and all work assigned by the City will be contained in subsequent scope of work as needed.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated, on April 1, 2016. In accordance with the City's best practice, the total duration of this agreement may not exceed five (5) years.

3. COMPENSATION

A. The City agrees to pay Legal Counsel in accordance with this section for performance of services described herein. Payment shall be based upon a detailed monthly billing showing work performed and identifying specific legal matters worked on.

B. **Hourly Rates**

Attorneys	\$195/hour
Paralegals	\$155/hour
Project Assistants	\$50/hour

The Parties may, by mutual agreement, adjust these rates each year upon written mutual acceptance. Any proposed new price must be requested in writing sixty (60) days prior to April 1st.

C. The direct cost for such items as long distance charges, messenger services, printing, mileage (at the contract year's IRS approved rate), copy charges, faxes, and the like will be billed to the City with no markup or overhead charge added. Mileage for trips between Legal Counsel's office(s) and the City offices shall not be charged to the City.

- D. Payment will be made in installments based on Legal Counsel's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- E. Payment by City shall release City from any further obligation for payment to Legal Counsel, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- F. Legal Counsel shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- G. Legal Counsel shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- H. Legal Counsel shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- I. If Legal Counsel fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Legal Counsel or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Legal Counsel. The payment of the claim in this manner shall not relieve Legal Counsel or their surety from obligation with respect to any unpaid claims.
- J. Legal Counsel shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- K. Legal Counsel shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Legal Counsel or all sums which Legal Counsel agrees to pay for such services and all moneys and sums which Legal Counsel collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- L. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Legal Counsel which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Legal Counsel prior to termination of this Agreement by Legal Counsel or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Legal Counsel shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractors nor anything contained herein shall be deemed to create any contractual relation between the subcontractors and City.

6. STATUS OF LEGAL COUNSEL AS INDEPENDENT LEGAL COUNSEL

Legal Counsel certifies that:

- A. Legal Counsel acknowledges that for all purposes related to this Agreement, Legal Counsel is and shall be deemed to be an independent Legal Counsel as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Legal Counsel is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Legal Counsel under the terms of this Agreement, to the full extent of any benefits or other remuneration Legal Counsel receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Legal Counsel or to a third party) as a result of said finding.
- B. The undersigned Legal Counsel hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Legal Counsel, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Legal Counsel certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Legal Counsel and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Legal Counsel certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Legal Counsel is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Legal Counsel as a material inducement to enter into this Agreement. Legal Counsel warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Legal Counsel's work by City shall not operate as a waiver or release.

Legal Counsel agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any

reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Legal Counsel and any subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Legal Counsel's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Legal Counsel and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	4,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Legal Errors & Omissions/Lawyers Professional Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Legal Errors & Omissions/Lawyer's Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. This coverage shall include Annual Aggregate & Per Occurrence limits of \$2,000,000 per attorney.

C. Commercial Automobile Insurance

Legal Counsel shall also obtain, at Legal Counsel's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Legal Counsel, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Legal Counsels who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers shall provide Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

- E. Additional Insured Provision
The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, and employees as additional insureds with respect to this contract.
- F. Extended Reporting Coverage
If any liability insurance required by this contract is arranged on a “claims made” basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Legal Counsel’s insurer will provide if less than 24 months. Legal Counsel will be responsible for furnishing certification of Extended Reporting coverage for 24 months following contract completion. Continuous “claims made” coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract.
- G. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.
- H. Insurance Carrier Rating
Coverages provided by the Legal Counsel must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- I. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Legal Counsel shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract.
- J. Independent Legal Counsel Status
The service or services to be rendered under this contract are those of an independent Legal Counsel.
- K. Primary Coverage Clarification
The parties agree that Legal Counsel’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.
- L. Cross-Liability Clause
A cross-liability clause or separation of insureds clause will be included in all general liability and pollution policies required by this contract.

Legal Counsel’s insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Tigard
 Attn: Loreen Mills, Assistant to the City Manager
 13125 SW Hall Blvd.
 Tigard, Oregon 97223

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Legal Counsel's liability hereunder. Notwithstanding said insurance, Legal Counsel shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	JORDAN, SCHRADER, RAMIS PC
Attn: Craig Prosser, City Manager	Attn: Tim Ramis, Vice President
Address: 13125 SW Hall Blvd., Tigard, Oregon 97223	Address: Two Centerpointe Drive, 6 th Floor Lake Oswego, Oregon 97035
Phone: (503) 718-2486	Phone: (503) 598.7070
Fax: (503) 684-7297	Fax: (503) 598.7373
Email Address: craig@tigard-or.gov	Email: tim.ramis@jordanschradler.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. PROFESSIONAL SERVICES

The City requires that services provided pursuant to this agreement shall be provided to the City by a Legal Counsel that does not represent clients on matters contrary to City interests. Further, Legal Counsel shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Legal Counsel represent clients on matters contrary to City interests or engage the services on an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Legal Counsel shall consult with the appropriate City representative regarding the conflict.

After such consultation, the Legal Counsel shall have seven (7) days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13 (B) (3) of this agreement.

12. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Legal Counsel. If City terminates the contract pursuant to this paragraph, it shall pay Legal Counsel for services rendered to the date of termination.

13. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Legal Counsel, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Legal Counsel, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Legal Counsel becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Legal Counsel, if a receiver or trustee is appointed for Legal Counsel, or if there is an assignment for the benefit of creditors of Legal Counsel.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Legal Counsel, may terminate the whole or any part of this Agreement:

- 1) If Legal Counsel fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Legal Counsel fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
- 3) If Legal Counsel fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Legal Counsel shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph B, Legal Counsel shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Legal Counsel bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Legal Counsel. Damages for

breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Legal Counsel as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

15. BAR MEMBERSHIP/OCAA MEMBERSHIP REQUIREMENTS

Legal Counsel is responsible for maintaining Legal Counsel's professional standing as a member of the Oregon State Bar Association and the Oregon City Attorney's Association.

16. FORCE MAJEURE

Neither City nor Legal Counsel shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of Legal Counsel or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

17. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Legal Counsel of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

18. NON-DISCRIMINATION

Legal Counsel agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Legal Counsel also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

19. ERRORS

Legal Counsel shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

20. EXTRA (CHANGES) WORK

Only the Mayor or City's Project Manager for this Agreement, Craig Prosser, City Manager, may authorize extra (and/or change) work. Failure of Legal Counsel to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Legal Counsel thereafter shall be entitled to no compensation whatsoever for the performance of such work.

21. WARRANTIES

All work shall be guaranteed by Legal Counsel for a period of one year after the date of final acceptance of the work by the owner. Legal Counsel warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Legal Counsel from liability under warranties contained in or implied by this Agreement.

22. ATTORNEY FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

23. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

24. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Legal Counsel shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and contractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement.

25. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

26. AUDIT

Legal Counsel shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Legal Counsel agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

27. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

28. CONDITIONS OF SUPPLYING A PUBLIC AGENCY

Where applicable, seller must make payment promptly as due to persons supplying Legal Counsel labor or materials for the execution of the work provided by this order. Legal Counsel must pay all contributions or amounts due from Legal Counsel to the Industrial Accident Fund incurred in the performance of this order. Legal Counsel shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of City on account of any labor or material to be furnished. Legal Counsel further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

29. HOURS OF LABOR

If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

30. MEDICAL CARE AND WORKERS' COMPENSATION

Legal Counsel shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Legal Counsel, of all sums which the Legal Counsel agrees to pay for such services and all moneys and sums which the Legal Counsel collected or deducted from the wages of the employees pursuant to any law, Legal Counsel agreement for the purpose of providing or paying for such service.

31. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Legal Counsel, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City Council has caused this Agreement to be executed by its duly authorized undersigned officer and Legal Counsel has executed this Agreement on the date hereinabove first written.

Authorized by Tigard's Local Contract Review Board: March 8, 2011

CITY OF TIGARD

JORDAN, SCHRADER, RAMIS PC

By: Craig Prosser, City Manager

By: Timothy V. Ramis, Partner

Date

Date

EXHIBIT A
SERVICES TO BE PROVIDED

Legal Counsel will be responsible for City legal representation as authorized by City Council. Authorization to perform specific tasks will come from the Mayor, City Council, City Manager, or other persons directly authorized by the Mayor, City Council, or the City Manager. Awarded Counsel shall appoint an attorney to act as lead attorney. The lead attorney will be required to attend all City Council Business meetings. In the event that the lead attorney is not available for a meeting, Awarded Counsel shall further designate a backup lead attorney to attend the meetings. Legal Counsel will advise the City Manager with appropriate notice if neither the lead attorney nor the backup lead attorney is available for a City Council meeting.

SCOPE OF WORK

1. Unless otherwise specified by the Mayor or City Council the Awarded Counsel will be responsible for:
 - a. Legal aspects of general administration of City business, including preparing and providing legal opinions, assist with establishment of correct procedures, drafting and reviewing ordinances, resolutions, contracts, orders, agreements, and other legal documents, and related tasks needed to support City personnel, Mayor, Council, and City Manager.
 - b. Providing sound legal direction on all forms of City business, including but not limited to, the following:
 - 1) Public Financing (excluding bond counsel);
 - 2) Land Use Law;
 - 3) Local Budget Law;
 - 4) Codification of Ordinances;
 - 5) Election Laws;
 - 6) Open Meeting Laws;
 - 7) Public Record Laws;
 - 8) Public Contracting;
 - 9) Annexation Law;
 - 10) Public/Private Partnerships;
 - 11) Oregon Revised Statutes;
 - 12) Public Meeting Law; and
 - 13) General Business Law.
 - c. Training of contractor's non-legal personnel in the performance of legally related tasks in order to reduce legal expenses.
 - d. Regular attendance at City Council meetings and attendance at other municipal meetings on request.
 - e. Represent the City during litigation.
 - f. Review City Council packets and provide advice prior to meetings. Review Planning Commission packets when requested and provide timely advice prior to meetings.
 - g. Notify City of changes in state and federal laws that require changes in city codes, ordinances, regulations or policies to remain in compliance with applicable laws.
2. Legal activities such as complex litigation and special project assignments which fall outside of the above categories, and which would include costs exceeding the projections of the city's budget for city attorney services, must be authorized by the City Council. Awarded Counsel and the City Manager will regularly review the level of expenditures on city attorney services and will prioritize projects in order to stay within budgeted amounts.

3. The awarded Counsel will coordinate with the City Manager and department heads, but within the chain of command shall report directly to the City Council. In this regard, in the event a conflict develops between the Council and City Manager, the Awarded Counsel will represent the Council but will notify the City Manger at first knowledge of a conflict.
4. The City reserves the right in appropriate situations to retain separate outside counsel. It is recognized that the City presently utilizes other law firms to provide representation in personnel issues, labor relations, bond Counsel, and water related matters (i.e., water rights, water supply).

AIS-349

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Franchise Attorney Services to Beery Elsner & Hammond LLP

Prepared For: Loreen Mills

Submitted By:

Loreen Mills
City Management

Item Type:

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board (LCRB) award a contract for franchise attorney services to the Beery Elsner & Hammond LLP firm?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that the LCRB award a contract for the City's franchise attorney services to Beery Elsner & Hammond LLP and authorize the City Manager to execute a contract.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard has contracted for general legal counsel services (City Attorney), including legal advice, support and policy review, since the City was incorporated in the early 1960's. The City's current contract for City Attorney services expires on 3/30/11. In response, formal Request for Proposals (RFPs) were developed for the solicitation of specific areas of expertise, including City Attorney and new for this solicitation City Prosecutor, Real Estate, Labor/Employment Law and Franchise services.

The RFPs were released to the public on December 13, 2010, with advertisements running in both the Oregonian and the Daily Journal of Commerce on that date. Responses were due on January 11, 2011 and the City received one proposal for the franchise attorney services.

An evaluation team consisting of four staff members determined that the Beery Elsner & Hammond firm was highly qualified to provide franchise attorney services and they have a statewide track record of providing excellent franchise legal services to local governments. Further, Nancy Werner of the firm originally crafted Tigard's current franchised utility and work in the right of way ordinances.

Since there was only one firm under consideration, rather than conducting an interview with the firm, staff met with the firm to review the City's needs and interests in the area of franchise matters. The evaluation team recommends the LCRB award the contract for the City's Franchise Attorney Services to Beery Elsner & Hammond LLP. Nancy Werner will be the lead attorney for this work. The contract period is for five years.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Council's 2011 Goal of "Financial Stability" has as part of its focus to protect the General Fund revenue. The services of a franchise attorney will assist the City in maximizing the franchise revenue available for the General Fund.

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Fiscal Impact

Cost: \$3,000/year

Budgeted (yes or no): Yes

Where Budgeted (department/program): Risk Management

Additional Fiscal Notes:

Funds are budgeted in FY10/11 in the Central Services Fund.

AIS-352

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Prosecutorial Services to Larry J. Blake, Jr.

Submitted By: Nadine Robinson
Administrative Services

Item Type:

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board award a contract to Larry J. Blake, Jr. for prosecutorial services for the City?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that the Local Contract Review Board award the prosecutorial services contract to Larry J. Blake, Jr. in an amount not exceeding \$50,000 for the first year of a five year contract and authorize the City Manager to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The City issued a Request for Proposal for special legal services on December 13, 2010. Notices for the RFP were run in the Daily Journal of Commerce and The Oregonian. Proposals for the services were due by January 11, 2011. Mr. Blake’s firm was the only firm that responded to the city prosecutor portion of the RFP. Since Mr. Blake has been serving as the prosecutor for Municipal Court since 1994, the selection team felt his experience justified proceeding with the review process. The Selection Committee comprised of representatives from Police, Community Development and Court reviewed Mr. Blake’s proposal and scored the response based on the following criteria:

- Firm Qualifications,
- Assigned Firm Member Qualifications
- Service Understanding and Availability
- Fee Structure and
- References.

After the scoring was completed, the Committee members met to discuss their scoring. Based on the discussion the Committee unanimously endorsed recommending that the Local Contract Review Board award Larry J. Blake, Jr. the contract for prosecutorial services. The first year of the five-year contract Mr. Blake will bill the City at a rate of \$150.00.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Fiscal Impact

Cost: \$150 per hour

Budgeted (yes or no): Yes

Where Budgeted (department/program): Administrative Services/Municipal Court

Additional Fiscal Notes:

The City will be billed \$150 per hour for services. It is not anticipated that the contract will exceed \$50,000 for the first year.

AIS-377

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Labor Attorney and Employment Law Services to Bullard, Smith, Jernstedt and Wilson

Prepared For: Craig Prosser

Submitted By:

Sandy Zodrow
City Management

Item Type: Motion Requested

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board award a contract for labor attorney and employment law services and authorize the City Manager to sign the contract

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award a contract for labor relations and general employment law services to Bullard, Smith, Jernstedt and Wilson.

KEY FACTS AND INFORMATION SUMMARY

The City has contracted for labor relations services including labor negotiations, grievance processing, etc. for more than 20 years. The City's current contract is with law firm of Bullard, Smith, Jernstedt and Wilson in Portland, Oregon, and they provide both labor relations and employment law assistance. The City pays for these legal services on an as-needed basis according to the hourly rates stipulated in the contract, with a 10% discount for government agencies.

The current contract has expired and a formal Request for Proposal (RFP) was published pursuant to the city's purchasing rules to solicit bids for this area of legal expertise. The RFP's were released to the public on December 13, 2010, with advertising in the Oregonian and the Daily Journal of Commerce. Responses were due on January 11, 2011 and the City received one proposal for the labor attorney/employment law portion of the RFP.

A selection team comprised of the City Manager, Chief of Police, HR Director, and the Assistant Directors of Community Development and Public Works Departments reviewed the submittal. They determined that the firm was highly qualified and demonstrated a wide range of expertise not only in the labor relations area but also in general employment law. The team met with the firm's representatives to discuss the city's future needs and interests.

The team recommends that the contract for labor attorney/employment law services be awarded to Bullard, Smith, Jernstedt and Wilson.

OTHER ALTERNATIVES

None

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable

DATES OF PREVIOUS COUNCIL CONSIDERATION

None

Fiscal Impact

Cost: As Needed

Budgeted (yes or no): Yes

Where budgeted?: HR Division

Additional Fiscal Notes:

Labor attorney services are provided on an as-needed basis. Rates depend on speciality of attorney and range from \$215-\$295/hour. A significant portion of service falls within the lower range.

AIS-418

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Real Estate Legal Services to Jordan, Schrader, Ramis PC

Prepared For: Dennis Koellermeier

Submitted By:

Greer Gaston
Public Works

Item Type:

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board (LCRB) award a contract to Jordan Schrader Ramis PC for real estate legal services and authorize the City Manager to execute the contract?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the LCRB award the contract and authorize the City Manager to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard has contracted for legal services since the City was incorporated in the early 1960s. The City's current contract for legal services expires on March 30, 2011. In response, formal Request for Proposals (RFPs) were developed for the solicitation of specific areas of legal expertise. These areas included general city attorney and, new for this solicitation, city prosecutor, real estate, labor/employment law and franchise services.

The contract associated with this agenda item deals with real estate legal services. These services are required for property negotiations, land acquisition, street vacations, easements, etc. Passage of the November 2010 parks bond measure and the resulting land acquisition transactions will increase the City's real estate legal work.

The RFPs were released to the public on December 13, 2010, with advertisements running in both *The Oregonian* and the *Daily Journal of Commerce*. Proposals were due on January 11, 2011; three proposals for real estate legal services were received.

A selection committee consisting of four City staff members and a City Councilor independently reviewed the proposals. Each of the three firms was subsequently interviewed by the committee. The committee determined the Jordan Schrader Ramis firm was best able to meet the City's legal real estate needs.

The contract will be for an initial term of one year and may be renewed for four additional one-year terms.

OTHER ALTERNATIVES

The LCRB could choose not to award this contract to Jordan Schrader Ramis PC and could direct staff on how to proceed with real estate legal services.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable

DATES OF PREVIOUS COUNCIL CONSIDERATION

None

Fiscal Impact

Cost: As needed

Budgeted (yes or no): Yes

Where Budgeted (department/program): Various

Additional Fiscal Notes:

Real estate legal services are provided on an "as needed" basis. Most real estate legal fees will be billed to projects. Jordan Schrader Ramis rates are as follows:

Attorneys \$195 per hour

Paralegals \$155 per hour

Project Assistants \$ 50 per hour

AIS-412

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for City Attorney Services to Jordan, Schrader, Ramis PC

Prepared For: Liz Newton

Submitted By:

Liz Newton
City Management

Item Type: Motion Requested

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board award a contract to Jordan, Schrader, Ramis PC for City Attorney services for the City?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that the Local Contract Review Board award the City Attorney services contract to Jordan, Schrader, Ramis PC for the first year of a possible five year contract and authorize the City Manager to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The City issued a Request for Proposals (RFP) for City Attorney Services on December 13, 2010. Notices for the RFP appeared in the Daily Journal of Commerce and the Oregonian. Responses to the RFP were due by January 11, 2011. Three qualified firms responded. The City Council chose to interview two firms. At the conclusion of the interviews on February 1, 2011, the City Council selected to retain the Jordan, Schrader, Ramis firm which currently provides City Attorney services.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

The City Council agreed to issue a Request for Proposals for City Attorney services at their October 19, 2010 workshop meeting. At the November 16, 2010 workshop meeting, City Council confirmed a selection process and schedule. The City Council interviewed two qualified firms and selected the Jordan, Schrader, Ramis firm on February 1, 2011.

Fiscal Impact

Cost: \$195/hour

Budgeted (yes or no): yes

Where Budgeted (department/program): City Council

Additional Fiscal Notes:

It is estimated that City Attorney services will cost \$262,000 in FY 2011 - 12.

Attachments

Proposed Contract for City Attorney Services



**CITY OF TIGARD, OREGON
CITY ATTORNEY SERVICES CONTRACT**

THIS AGREEMENT made and entered into this 8th day of March, 2011 by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and Jordan, Schrader, Ramis PC hereinafter called Legal Counsel.

RECITALS

WHREAS, the City's 2010-2011 Fiscal Year budget provides for services related to City Attorney Services; and

WHEREAS City has need for the services of an attorney firm with a particular training, ability, knowledge, and experience possessed by Legal Counsel, and

WHEREAS City has determined that Legal Counsel is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. LEGAL SERVICES TO BE PROVIDED

Legal Counsel shall initiate services immediately upon receipt of City's notice to proceed together with an executed copy of this Agreement. Legal Counsel agrees to complete work that is detailed in Exhibit A and by this reference made a part hereof. Any and all work assigned by the City will be contained in subsequent scope of work as needed.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated, on April 1, 2016. In accordance with the City's best practice, the total duration of this agreement may not exceed five (5) years.

3. COMPENSATION

A. The City agrees to pay Legal Counsel in accordance with this section for performance of services described herein. Payment shall be based upon a detailed monthly billing showing work performed and identifying specific legal matters worked on.

B. **Hourly Rates**

Attorneys	\$195/hour
Paralegals	\$155/hour
Project Assistants	\$50/hour

The Parties may, by mutual agreement, adjust these rates each year upon written mutual acceptance. Any proposed new price must be requested in writing sixty (60) days prior to April 1st.

C. The direct cost for such items as long distance charges, messenger services, printing, mileage (at the contract year's IRS approved rate), copy charges, faxes, and the like will be billed to the City with no markup or overhead charge added. Mileage for trips between Legal Counsel's office(s) and the City offices shall not be charged to the City.

- D. Payment will be made in installments based on Legal Counsel's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- E. Payment by City shall release City from any further obligation for payment to Legal Counsel, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- F. Legal Counsel shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- G. Legal Counsel shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- H. Legal Counsel shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- I. If Legal Counsel fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Legal Counsel or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Legal Counsel. The payment of the claim in this manner shall not relieve Legal Counsel or their surety from obligation with respect to any unpaid claims.
- J. Legal Counsel shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- K. Legal Counsel shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Legal Counsel or all sums which Legal Counsel agrees to pay for such services and all moneys and sums which Legal Counsel collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- L. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Legal Counsel which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Legal Counsel prior to termination of this Agreement by Legal Counsel or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Legal Counsel shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractors nor anything contained herein shall be deemed to create any contractual relation between the subcontractors and City.

6. STATUS OF LEGAL COUNSEL AS INDEPENDENT LEGAL COUNSEL

Legal Counsel certifies that:

- A. Legal Counsel acknowledges that for all purposes related to this Agreement, Legal Counsel is and shall be deemed to be an independent Legal Counsel as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Legal Counsel is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Legal Counsel under the terms of this Agreement, to the full extent of any benefits or other remuneration Legal Counsel receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Legal Counsel or to a third party) as a result of said finding.
- B. The undersigned Legal Counsel hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Legal Counsel, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Legal Counsel certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Legal Counsel and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Legal Counsel certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Legal Counsel is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Legal Counsel as a material inducement to enter into this Agreement. Legal Counsel warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Legal Counsel's work by City shall not operate as a waiver or release.

Legal Counsel agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any

reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Legal Counsel and any subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Legal Counsel's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Legal Counsel and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	4,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Legal Errors & Omissions/Lawyers Professional Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Legal Errors & Omissions/Lawyer's Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. This coverage shall include Annual Aggregate & Per Occurrence limits of \$2,000,000 per attorney.

C. Commercial Automobile Insurance

Legal Counsel shall also obtain, at Legal Counsel's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Legal Counsel, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Legal Counsels who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers shall provide Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

- E. Additional Insured Provision
The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, and employees as additional insureds with respect to this contract.
- F. Extended Reporting Coverage
If any liability insurance required by this contract is arranged on a “claims made” basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Legal Counsel’s insurer will provide if less than 24 months. Legal Counsel will be responsible for furnishing certification of Extended Reporting coverage for 24 months following contract completion. Continuous “claims made” coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract.
- G. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.
- H. Insurance Carrier Rating
Coverages provided by the Legal Counsel must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- I. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Legal Counsel shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract.
- J. Independent Legal Counsel Status
The service or services to be rendered under this contract are those of an independent Legal Counsel.
- K. Primary Coverage Clarification
The parties agree that Legal Counsel’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.
- L. Cross-Liability Clause
A cross-liability clause or separation of insureds clause will be included in all general liability and pollution policies required by this contract.

Legal Counsel’s insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Tigard
 Attn: Loreen Mills, Assistant to the City Manager
 13125 SW Hall Blvd.
 Tigard, Oregon 97223

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Legal Counsel's liability hereunder. Notwithstanding said insurance, Legal Counsel shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	JORDAN, SCHRADER, RAMIS PC
Attn: Craig Prosser, City Manager	Attn: Tim Ramis, Vice President
Address: 13125 SW Hall Blvd., Tigard, Oregon 97223	Address: Two Centerpointe Drive, 6 th Floor Lake Oswego, Oregon 97035
Phone: (503) 718-2486	Phone: (503) 598.7070
Fax: (503) 684-7297	Fax: (503) 598.7373
Email Address: craig@tigard-or.gov	Email: tim.ramis@jordanschradler.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. PROFESSIONAL SERVICES

The City requires that services provided pursuant to this agreement shall be provided to the City by a Legal Counsel that does not represent clients on matters contrary to City interests. Further, Legal Counsel shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Legal Counsel represent clients on matters contrary to City interests or engage the services on an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Legal Counsel shall consult with the appropriate City representative regarding the conflict.

After such consultation, the Legal Counsel shall have seven (7) days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13 (B) (3) of this agreement.

12. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Legal Counsel. If City terminates the contract pursuant to this paragraph, it shall pay Legal Counsel for services rendered to the date of termination.

13. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Legal Counsel, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Legal Counsel, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Legal Counsel becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Legal Counsel, if a receiver or trustee is appointed for Legal Counsel, or if there is an assignment for the benefit of creditors of Legal Counsel.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Legal Counsel, may terminate the whole or any part of this Agreement:

- 1) If Legal Counsel fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Legal Counsel fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
- 3) If Legal Counsel fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Legal Counsel shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph B, Legal Counsel shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Legal Counsel bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Legal Counsel. Damages for

breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Legal Counsel as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

15. BAR MEMBERSHIP/OCAA MEMBERSHIP REQUIREMENTS

Legal Counsel is responsible for maintaining Legal Counsel's professional standing as a member of the Oregon State Bar Association and the Oregon City Attorney's Association.

16. FORCE MAJEURE

Neither City nor Legal Counsel shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of Legal Counsel or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

17. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Legal Counsel of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

18. NON-DISCRIMINATION

Legal Counsel agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Legal Counsel also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

19. ERRORS

Legal Counsel shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

20. EXTRA (CHANGES) WORK

Only the Mayor or City's Project Manager for this Agreement, Craig Prosser, City Manager, may authorize extra (and/or change) work. Failure of Legal Counsel to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Legal Counsel thereafter shall be entitled to no compensation whatsoever for the performance of such work.

21. WARRANTIES

All work shall be guaranteed by Legal Counsel for a period of one year after the date of final acceptance of the work by the owner. Legal Counsel warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Legal Counsel from liability under warranties contained in or implied by this Agreement.

22. ATTORNEY FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

23. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

24. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Legal Counsel shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and contractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement.

25. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

26. AUDIT

Legal Counsel shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Legal Counsel agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

27. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

28. CONDITIONS OF SUPPLYING A PUBLIC AGENCY

Where applicable, seller must make payment promptly as due to persons supplying Legal Counsel labor or materials for the execution of the work provided by this order. Legal Counsel must pay all contributions or amounts due from Legal Counsel to the Industrial Accident Fund incurred in the performance of this order. Legal Counsel shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of City on account of any labor or material to be furnished. Legal Counsel further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

29. HOURS OF LABOR

If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

30. MEDICAL CARE AND WORKERS' COMPENSATION

Legal Counsel shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Legal Counsel, of all sums which the Legal Counsel agrees to pay for such services and all moneys and sums which the Legal Counsel collected or deducted from the wages of the employees pursuant to any law, Legal Counsel agreement for the purpose of providing or paying for such service.

31. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Legal Counsel, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City Council has caused this Agreement to be executed by its duly authorized undersigned officer and Legal Counsel has executed this Agreement on the date hereinabove first written.

Authorized by Tigard's Local Contract Review Board: March 8, 2011

CITY OF TIGARD

JORDAN, SCHRADER, RAMIS PC

By: Craig Prosser, City Manager

By: Timothy V. Ramis, Partner

Date

Date

EXHIBIT A
SERVICES TO BE PROVIDED

Legal Counsel will be responsible for City legal representation as authorized by City Council. Authorization to perform specific tasks will come from the Mayor, City Council, City Manager, or other persons directly authorized by the Mayor, City Council, or the City Manager. Awarded Counsel shall appoint an attorney to act as lead attorney. The lead attorney will be required to attend all City Council Business meetings. In the event that the lead attorney is not available for a meeting, Awarded Counsel shall further designate a backup lead attorney to attend the meetings. Legal Counsel will advise the City Manager with appropriate notice if neither the lead attorney nor the backup lead attorney is available for a City Council meeting.

SCOPE OF WORK

1. Unless otherwise specified by the Mayor or City Council the Awarded Counsel will be responsible for:
 - a. Legal aspects of general administration of City business, including preparing and providing legal opinions, assist with establishment of correct procedures, drafting and reviewing ordinances, resolutions, contracts, orders, agreements, and other legal documents, and related tasks needed to support City personnel, Mayor, Council, and City Manager.
 - b. Providing sound legal direction on all forms of City business, including but not limited to, the following:
 - 1) Public Financing (excluding bond counsel);
 - 2) Land Use Law;
 - 3) Local Budget Law;
 - 4) Codification of Ordinances;
 - 5) Election Laws;
 - 6) Open Meeting Laws;
 - 7) Public Record Laws;
 - 8) Public Contracting;
 - 9) Annexation Law;
 - 10) Public/Private Partnerships;
 - 11) Oregon Revised Statutes;
 - 12) Public Meeting Law; and
 - 13) General Business Law.
 - c. Training of contractor's non-legal personnel in the performance of legally related tasks in order to reduce legal expenses.
 - d. Regular attendance at City Council meetings and attendance at other municipal meetings on request.
 - e. Represent the City during litigation.
 - f. Review City Council packets and provide advice prior to meetings. Review Planning Commission packets when requested and provide timely advice prior to meetings.
 - g. Notify City of changes in state and federal laws that require changes in city codes, ordinances, regulations or policies to remain in compliance with applicable laws.
2. Legal activities such as complex litigation and special project assignments which fall outside of the above categories, and which would include costs exceeding the projections of the city's budget for city attorney services, must be authorized by the City Council. Awarded Counsel and the City Manager will regularly review the level of expenditures on city attorney services and will prioritize projects in order to stay within budgeted amounts.

3. The awarded Counsel will coordinate with the City Manager and department heads, but within the chain of command shall report directly to the City Council. In this regard, in the event a conflict develops between the Council and City Manager, the Awarded Counsel will represent the Council but will notify the City Manger at first knowledge of a conflict.
4. The City reserves the right in appropriate situations to retain separate outside counsel. It is recognized that the City presently utilizes other law firms to provide representation in personnel issues, labor relations, bond Counsel, and water related matters (i.e., water rights, water supply).

AIS-349

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Franchise Attorney Services to Beery Elsner & Hammond LLP

Prepared For: Loreen Mills

Submitted By:

Loreen Mills
City Management

Item Type:

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board (LCRB) award a contract for franchise attorney services to the Beery Elsner & Hammond LLP firm?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that the LCRB award a contract for the City's franchise attorney services to Beery Elsner & Hammond LLP and authorize the City Manager to execute a contract.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard has contracted for general legal counsel services (City Attorney), including legal advice, support and policy review, since the City was incorporated in the early 1960's. The City's current contract for City Attorney services expires on 3/30/11. In response, formal Request for Proposals (RFPs) were developed for the solicitation of specific areas of expertise, including City Attorney and new for this solicitation City Prosecutor, Real Estate, Labor/Employment Law and Franchise services.

The RFPs were released to the public on December 13, 2010, with advertisements running in both the Oregonian and the Daily Journal of Commerce on that date. Responses were due on January 11, 2011 and the City received one proposal for the franchise attorney services.

An evaluation team consisting of four staff members determined that the Beery Elsner & Hammond firm was highly qualified to provide franchise attorney services and they have a statewide track record of providing excellent franchise legal services to local governments. Further, Nancy Werner of the firm originally crafted Tigard's current franchised utility and work in the right of way ordinances.

Since there was only one firm under consideration, rather than conducting an interview with the firm, staff met with the firm to review the City's needs and interests in the area of franchise matters. The evaluation team recommends the LCRB award the contract for the City's Franchise Attorney Services to Beery Elsner & Hammond LLP. Nancy Werner will be the lead attorney for this work. The contract period is for five years.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Council's 2011 Goal of "Financial Stability" has as part of its focus to protect the General Fund revenue. The services of a franchise attorney will assist the City in maximizing the franchise revenue available for the General Fund.

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Fiscal Impact

Cost: \$3,000/year

Budgeted (yes or no): Yes

Where Budgeted (department/program): Risk Management

Additional Fiscal Notes:

Funds are budgeted in FY10/11 in the Central Services Fund.

AIS-352

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Prosecutorial Services to Larry J. Blake, Jr.

Submitted By: Nadine Robinson
Administrative Services

Item Type:

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board award a contract to Larry J. Blake, Jr. for prosecutorial services for the City?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that the Local Contract Review Board award the prosecutorial services contract to Larry J. Blake, Jr. in an amount not exceeding \$50,000 for the first year of a five year contract and authorize the City Manager to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The City issued a Request for Proposal for special legal services on December 13, 2010. Notices for the RFP were run in the Daily Journal of Commerce and The Oregonian. Proposals for the services were due by January 11, 2011. Mr. Blake's firm was the only firm that responded to the city prosecutor portion of the RFP. Since Mr. Blake has been serving as the prosecutor for Municipal Court since 1994, the selection team felt his experience justified proceeding with the review process. The Selection Committee comprised of representatives from Police, Community Development and Court reviewed Mr. Blake's proposal and scored the response based on the following criteria:

- Firm Qualifications,
- Assigned Firm Member Qualifications
- Service Understanding and Availability
- Fee Structure and
- References.

After the scoring was completed, the Committee members met to discuss their scoring. Based on the discussion the Committee unanimously endorsed recommending that the Local Contract Review Board award Larry J. Blake, Jr. the contract for prosecutorial services. The first year of the five-year contract Mr. Blake will bill the City at a rate of \$150.00.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Fiscal Impact

Cost: \$150 per hour

Budgeted (yes or no): Yes

Where Budgeted (department/program): Administrative Services/Municipal Court

Additional Fiscal Notes:

The City will be billed \$150 per hour for services. It is not anticipated that the contract will exceed \$50,000 for the first year.

AIS-377

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Labor Attorney and Employment Law Services to Bullard, Smith, Jernstedt and Wilson

Prepared For: Craig Prosser

Submitted By:

Sandy Zodrow
City Management

Item Type: Motion Requested

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board award a contract for labor attorney and employment law services and authorize the City Manager to sign the contract

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award a contract for labor relations and general employment law services to Bullard, Smith, Jernstedt and Wilson.

KEY FACTS AND INFORMATION SUMMARY

The City has contracted for labor relations services including labor negotiations, grievance processing, etc. for more than 20 years. The City's current contract is with law firm of Bullard, Smith, Jernstedt and Wilson in Portland, Oregon, and they provide both labor relations and employment law assistance. The City pays for these legal services on an as-needed basis according to the hourly rates stipulated in the contract, with a 10% discount for government agencies.

The current contract has expired and a formal Request for Proposal (RFP) was published pursuant to the city's purchasing rules to solicit bids for this area of legal expertise. The RFP's were released to the public on December 13, 2010, with advertising in the Oregonian and the Daily Journal of Commerce. Responses were due on January 11, 2011 and the City received one proposal for the labor attorney/employment law portion of the RFP.

A selection team comprised of the City Manager, Chief of Police, HR Director, and the Assistant Directors of Community Development and Public Works Departments reviewed the submittal. They determined that the firm was highly qualified and demonstrated a wide range of expertise not only in the labor relations area but also in general employment law. The team met with the firm's representatives to discuss the city's future needs and interests.

The team recommends that the contract for labor attorney/employment law services be awarded to Bullard, Smith, Jernstedt and Wilson.

OTHER ALTERNATIVES

None

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable

DATES OF PREVIOUS COUNCIL CONSIDERATION

None

Fiscal Impact

Cost: As Needed

Budgeted (yes or no): Yes

Where budgeted?: HR Division

Additional Fiscal Notes:

Labor attorney services are provided on an as-needed basis. Rates depend on speciality of attorney and range from \$215-\$295/hour. A significant portion of service falls within the lower range.

AIS-418

Item #: . C.

Business Meeting

Date: 03/08/2011

Length (in minutes): Consent Item

Agenda Title: Award Contract for Real Estate Legal Services to Jordan, Schrader, Ramis PC

Prepared For: Dennis Koellermeier

Submitted By:

Greer Gaston
Public Works

Item Type:

Meeting Type:

Consent Agenda -
LCRB

ISSUE

Shall the Local Contract Review Board (LCRB) award a contract to Jordan Schrader Ramis PC for real estate legal services and authorize the City Manager to execute the contract?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the LCRB award the contract and authorize the City Manager to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard has contracted for legal services since the City was incorporated in the early 1960s. The City's current contract for legal services expires on March 30, 2011. In response, formal Request for Proposals (RFPs) were developed for the solicitation of specific areas of legal expertise. These areas included general city attorney and, new for this solicitation, city prosecutor, real estate, labor/employment law and franchise services.

The contract associated with this agenda item deals with real estate legal services. These services are required for property negotiations, land acquisition, street vacations, easements, etc. Passage of the November 2010 parks bond measure and the resulting land acquisition transactions will increase the City's real estate legal work.

The RFPs were released to the public on December 13, 2010, with advertisements running in both *The Oregonian* and the *Daily Journal of Commerce*. Proposals were due on January 11, 2011; three proposals for real estate legal services were received.

A selection committee consisting of four City staff members and a City Councilor independently reviewed the proposals. Each of the three firms was subsequently interviewed by the committee. The committee determined the Jordan Schrader Ramis firm was best able to meet the City's legal real estate needs.

The contract will be for an initial term of one year and may be renewed for four additional one-year terms.

OTHER ALTERNATIVES

The LCRB could choose not to award this contract to Jordan Schrader Ramis PC and could direct staff on how to proceed with real estate legal services.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable

DATES OF PREVIOUS COUNCIL CONSIDERATION

None

Fiscal Impact

Cost: As needed

Budgeted (yes or no): Yes

Where Budgeted (department/program): Various

Additional Fiscal Notes:

Real estate legal services are provided on an "as needed" basis. Most real estate legal fees will be billed to projects. Jordan Schrader Ramis rates are as follows:

Attorneys \$195 per hour

Paralegals \$155 per hour

Project Assistants \$ 50 per hour

AIS-297

Item #: 4.

Business Meeting

This item rescheduled to the
April 12, 2011 Business
Meeting

Date: 03/08/2011

Length (in minutes): 10 Minutes

Agenda Title: Award Purchase Agreement for Replacement of the In-Car Video System for Patrol Vehicles

Prepared For: Joe Barrett

Submitted By: Joseph Barrett
Financial and
Information
Services

Item Type: Motion Requested

Meeting Type: Local Contract
Review Board

ISSUE

Shall the Local Contract Review Board award a purchase agreement for the replacement of the City's in-car video system in patrol vehicles to CDW/Panasonic under a three-year capital lease and further authorize the City Manager to take any necessary steps to execute the agreement.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that the Local Contract Review Board approve the three-year lease for the in-car video system for patrol vehicles with Panasonic Finance Solutions and authorize the City Manager to carry out any steps necessary to execute the purchase.

KEY FACTS AND INFORMATION SUMMARY

The City's existing in-car video system is seven years old and has begun experiencing significant maintenance and customer service problems. Over the past couple of years, the need had arisen to have various components of the system sent back to the vendor for upgrades that were initiated and recommended by the vendor. The City began experiencing delays in receiving spare parts and slower turn-around time when the components were sent back for an upgrade. The vendor was located in Oklahoma. In June of 2010 the City received notification that the vendor had filed for bankruptcy and they closed their doors shortly thereafter.

Since that time, staff has evaluated several vendors including on-site demonstrations from three vendors. At the conclusion of the reviews and on-site demonstrations, staff determined that a system from Panasonic best met the overall needs of the City and solicitation options were explored. Staff determined that the most efficient manner to procure the best-fit system was through a permissive cooperative procurement, as allowed under ORS 279A.215 and the City's own Public Contracting Rules, with CDW-G. The City is eligible to utilize this agreement, which was originally solicited by the City of Tucson, Arizona, through the City's membership in the National Intergovernmental Purchasing Alliance (National IPA.)

The National IPA serves as a government cooperative purchasing organization for agencies nationwide. National IPA aggregates purchasing volume of participating agencies, including the City, in order to receive larger volume discounts from suppliers. All master agreements are publicly solicited, awarded, and held by a Principal Procurement Agency, in this case the City of Tucson. Membership opens the City up to discounted goods or various services that were formally solicited by municipalities, counties, or states throughout the country.

The total value of the equipment is \$269,000. The equipment includes the hardware, software, stand-alone server, and installation for all of the City's patrol cars (28), motorcycles, and two Sergeant-issued SUVs. The City, working with CDW-G and Panasonic, will enter into a three-year capital lease for equipment at an annual percentage rate (APR) of 1.65%. The annual payment, principal and interest, is \$94,100 and the City will pay roughly \$13,000 in total interest over the life of the lease. At the end of the three-year lease the City will assume ownership of the equipment under a \$1 dollar buy-out provision.

OTHER ALTERNATIVES

The Local Contract Review Board could direct staff to conduct a formal Request for Proposal process for the video system rather than use a permissive procurement process. Staff advises that such a process would likely lead to the City incurring additional costs both internally and in the cost of the product.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

This purchase has not been previously considered by the Local Contract Review Board.

Fiscal Impact

Cost: \$269,000
Budgeted (yes or no): No
Where Budgeted (department/program): Police - General Fund

Additional Fiscal Notes:

The total value of the equipment is \$269,000. The City will entering into a three-year capital lease for equipment at a annual percentage rate (APR) of 1.65%. The annual payment, principal and interest, is \$94,100 and will be allocated in the General Fund. The City will pay roughly \$13,000 in total interest over the life of the lease. At the end of the three-year lease the City will assume ownership of the equipment under a \$1 dollar buy-out provision. In Fiscal Year 2011, approval of the contract will require moving of budgeted General Fund Contingency to the Police operating budget.

AIS-354

Item #: 5.

Business Meeting

Date: 03/08/2011

Length (in minutes): 15 Minutes

Agenda Title: Update of Tigard Youth Advisory Council Activities

Prepared For: Sheryl Huiras

Submitted By:

Julia Wade
Police

Item Type: Update, Discussion, Direct Staff

Meeting Type:

Council Business
Meeting - Main

ISSUE

Tigard Youth Advisory Council will update the Council on TYAC's activities and future goals.

STAFF RECOMMENDATION / ACTION REQUEST

Staff is bringing information to update the Council on our current youth programs and recommend that the City continue to support these programs.

KEY FACTS AND INFORMATION SUMMARY

TYAC will provide the Council with a brief outline of 2010 events as well as current events for 2011.

2010 Events: Bike Safety Fair, Movie Under the Stars, Elections, Club Rush, Adopt-A-Family/Thanksgiving, Adopt-A-Family/Christmas, Christmas for Kids, Family Movie Night

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

TYAC Presentation

Tigard Youth Advisory Council

TYAC

Mission: To empower, improve, and connect the lives of Tigard's youth.

Bike Safety Fair

- May 22nd, 2010
- Correctly fit helmets for 30 children
- Provided bike safety checks for children's bicycles
- Navigated children through a bike safety course



Movie Under the Stars

- August 21st, 2010 we premiered the Disney Pixar movie “Up”
- Extra staff and funding provided by the Tigard Police Department
- Roughly 50 families of the community joined on the baseball field at Cook Park
- Sold candy, popcorn, soda and glow sticks



Elections

- Elections were held on October 20th, 2010
- Please welcome Allison Burke as President, Narin Luangrath as Vice President and Nellie Johnson as Secretary.



Allison Burke
Sophomore, Tigard High



Narin Luangrath
Sophomore, Tigard High



Nellie Johnson
Senior, Tigard High

Club Rush

- Recruiting event held at Tigard High School
- Received 45 names of potential new members
- Of those 45 names, 10 have become active members



Adopt a Family-Thanksgiving

- Tigard Youth Advisory Council provided a Thanksgiving dinner to a family from Metzger Elementary.
- Dinner consisted of turkey, stuffing, potatoes, vegetables and rolls.
- We were also able to provide them with staple food items like cereal, bread, and milk.

Christmas for Kids



- Christmas for Kids was held December 1st at Fred Meyer in Portland
- Members of TYAC assisted in shopping with 3 kids from the Tigard-Tualatin School District

Adopt a Family-Christmas

- Tigard Youth Advisory Council provided Christmas dinner to a family from Metzger.
- TYAC members gave their own money to provide presents and clothes to all family members.
- With the help from Tigard Police Officers the gifts and food were delivered a week before Christmas.

Family Movie Night



- December 18th, 2010
- Hosted “How the Grinch Stole Christmas” at the Tigard Public Library
- Served hot chocolate and cookies
- 30+ People in attendance

Our Goals

- Recruit, recruit, recruit!
- Become more involved in the community by attending City Council meetings and planning more family events.
- Volunteer at local organizations in the community.



Future Events and Activities

- Volunteer Day at the Oregon Humane Society
- Park Cleanup
- Adopt-A-Road
- Good Neighbor Center Dinner
- Bike Safety Fair in conjunction with Tigard High School H.E.A.L.T.H Fair in May

**Thank you for your
continued support!**

AIS-351

Item #: 6.

Business Meeting

Date: 03/08/2011

Length (in minutes): 10 Minutes

Agenda Title: Quasi-Judicial Public Hearing to Consider Vacation of Right-of-Way on Burnham Street Adjacent to Matsumoto Property

Submitted By: Cheryl Caines
Community Development

Item Type:

Meeting Type:

Council Business Meeting - Main

ISSUE

Should the City Council pass an ordinance vacating 114 square feet of unimproved public right-of-way adjacent to the Matsumoto property located at 8770 SW Burnham Street? The area to be vacated is on the south side of Burnham Street, approximately 200 feet west of the Hall Boulevard intersection.

STAFF RECOMMENDATION / ACTION REQUEST

It is recommended that Council approve the attached ordinance vacating the referenced section of Burnham Street right-of-way.

KEY FACTS AND INFORMATION SUMMARY

The access drive for the Matsumoto property (8770 SW Burnham Street) was reconfigured as part of the Burnham Street project. There is a 114 square foot portion of unimproved and unused right-of-way adjacent to the Matsumoto property. In conversations with the previous City Engineer, the property owners (William and Nina Matsumoto) requested that this portion of the public right-of-way (ROW) be deeded to them.

The City Council passed Resolution No. 11-03 on January 25, 2011 initiating vacation proceedings for this ROW. The vacation request is being considered at this time because the Matsumoto's access was impacted by the Burnham Street project. Agreements with a neighboring property owner for a second access have now been finalized.

Utility providers and the adjacent property owners (Matsumotos) have been notified of the proposed vacation. Because there are existing utilities in the area to be vacated, an easement will be recorded to allow providers access. The proposed easement is attached (Attachment 3). This easement is written for the entire frontage of the Matsumoto property, which includes the area to be vacated.

OTHER ALTERNATIVES

The City Council may decide not to vacate the Burnham Street right-of-way as proposed.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

City Council passed a resolution on January 25, 2011 to initiate vacation proceedings and schedule a public hearing on the matter for March 8, 2011.

Fiscal Impact

Fiscal Information:

The area of vacation is 114 square feet. The fiscal impact to the Burnham Street project is the processing fee of \$2,209.00. This fee will be charged to Traffic Impact Fees, and deposited into the General Fund.

Attachments

[Attachment 1 - Ordinance](#)

[Attachment 2 - Vicinity Map \(PowerPoint Slide\)](#)

[Attachment 3 - Proposed Utility Easement](#)

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 11- 01

AN ORDINANCE VACATING APPROXIMATELY 114 SQUARE FEET OF PUBLIC RIGHT-OF-WAY ALONG SW BURNHAM STREET IN THE CITY OF TIGARD, WASHINGTON COUNTY, OREGON (VAC2010-00001).

WHEREAS, the Tigard City Council initiated this vacation request pursuant to Section 15.08.040 of the Tigard Municipal Code (TMC) on January 25, 2011, and has been recommended by the Community Development Department; and

WHEREAS, the approximately 114 square feet of right-of-way had previously been granted to the public; and

WHEREAS, all affected service providers, including utility companies and emergency service providers, have been given the opportunity to review the vacation proposal, have requested a utility easement be retained, and an easement has been prepared; and

WHEREAS, notice has been mailed to all property owners abutting said vacation area and all owners in the affected area, as described in ORS 271.080; and

WHEREAS, in accordance with Tigard Municipal Code Section 15.08.120, notice of the public hearing was posted in the area to be vacated and published in the newspaper; and

WHEREAS, the property owners of the majority of the area affected have not objected in writing; and

WHEREAS, the City Council having considered the request on March 8, 2011, finds that it is in the public interest to approve the request to vacate said public sewer easement as the public interest will not be prejudiced by this vacation, as provided by ORS 271.120 and TMC Section 15.08.130; and

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard City Council hereby orders the vacation of said 114 square foot portion of public right-of-way as shown and described in the attached Exhibits "A" and "B" (legal descriptions and maps of the areas to be vacated), and by this reference, made part thereof.

SECTION 2: Said vacation is hereby conditioned and shall be effective 30 days after passage by the Council, signature by the Mayor, and posting by the City Recorder; and upon recording of a certified copy of the ordinance by the City Recorder.

PASSED: By Unanimous vote of all Council members present after being read by number and title only, this 8th day of March, 2011.

Catherine Wheatley
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this 8th day of March, 2011.

Craig Dirksen
Craig Dirksen, Mayor

Approved as to form:

Lizbeth V. Beavin
City Attorney

Gretchen Buehner, Council President

March 8, 2011
Date

Exhibit A
Ord. 11.01

RIGHT-OF-WAY

VACATION FOR SW BURNHAM STREET

A tract of land situated in the east one half of Section 2, Township 2 South Range 1 West of the Willamette Meridian, in the city of Tigard, Washington County, Oregon, Described as follows:

Commencing at the Northwest corner of the tract of land described in Book 125 Page 66 of the Washington County Deed Records; Thence N 02° 14' 22" E a distance of 182.70 feet to a 5/8" Iron Rod as set in Survey No. 13665 of the Washington County Survey Records; Thence S 88° 09' 22" E a distance of 105.62 to the southwesterly Right-of-Way of County Road 997, SW Burnham Street; Thence S 43° 16' 11" E, along said southwesterly Right-of-Way, a distance of 28.32 feet to the angle point in said southwesterly right-of-Way and **The True Point of Beginning**; Thence S 88° 09' 22" E, along the southerly Right of Way, a distance of 18.84 feet to a point of the southerly right of way of SW Burnham Street 37.50 feet southerly of the center line as shown in Survey No. 31307 of the Washington county Survey Records and a point on a non-tangent curve to the left; Thence along said curve to the left with a radius of 312.50 feet, a central angle of 06° 23' 17" (a chord which bears N 65° 42' 35" W, 34.82 feet) and a length of 34.84 feet to a point of the southwesterly line of County Road 997; Thence S 43° 16' 11" E, along said southwesterly line, a distance of 18.74 feet to the true point of beginning.

Containing 114 square feet .

Exhibit B
Ord. 11.01



Revisions and Addendums			
Description	Date	No.	By

DESIGN:	DRAWN:	CHECK:	PROJECT NO:
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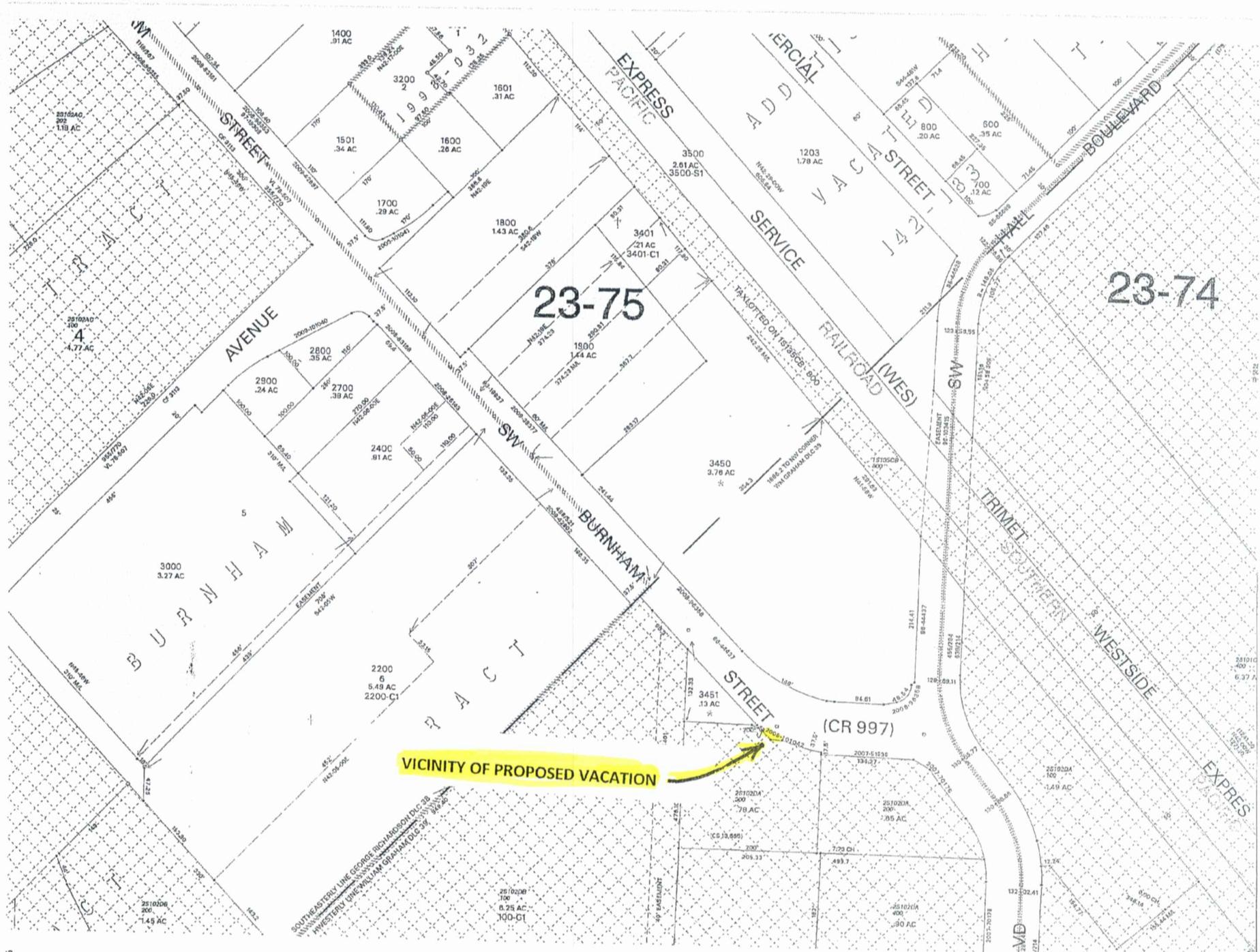


CAPITAL CONSTRUCTION AND
TRANSPORTATION DIVISION
13125 S.W. HALL BLVD.
TIGARD, OREGON 97223
VOICE: 503-639-4171
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WWW.TIGARD-OR.GOV

**BURNHAM STREET
IMPROVEMENTS**

RIGHT-OF-WAY VACATION

SHEET
OF



23-75

23-74

VICINITY OF PROPOSED VACATION

(CR 997)

Parcel 1 – Public Utility Easement

A parcel of land lying in the NE $\frac{1}{4}$ of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, recorded on November 14, 2003 as Document No. 2003-192141 of the Washington County Deed Records; the said parcel being that portion of said property included in a strip of land 42.50 feet in width lying on the southwesterly (right) side of the center line of the relocated Burnham Street, which center line is described in below:

Beginning at Engineer's center line station 1+00, said station being a distance of 1521.39 feet North and 1983.97 feet West of the east one-quarter corner of section 2 Township 2 South, Range 1 West, of the Willamette Meridian; thence South $43^{\circ} 16' 11''$ East, a distance of 1749.28 feet; thence along an arc of a 275.00 foot radius curve left, through a central angle of $60^{\circ} 56' 27''$, a distance of 302.09 feet (chord bears South $74^{\circ} 44' 24''$ East, a distance of 287.13 feet; thence North $73^{\circ} 47' 22''$ East, a distance of 76.44 feet to Engineer's center line station 22+27.81.

Bearings are based on the Oregon Coordinate System of 1983, north zone.

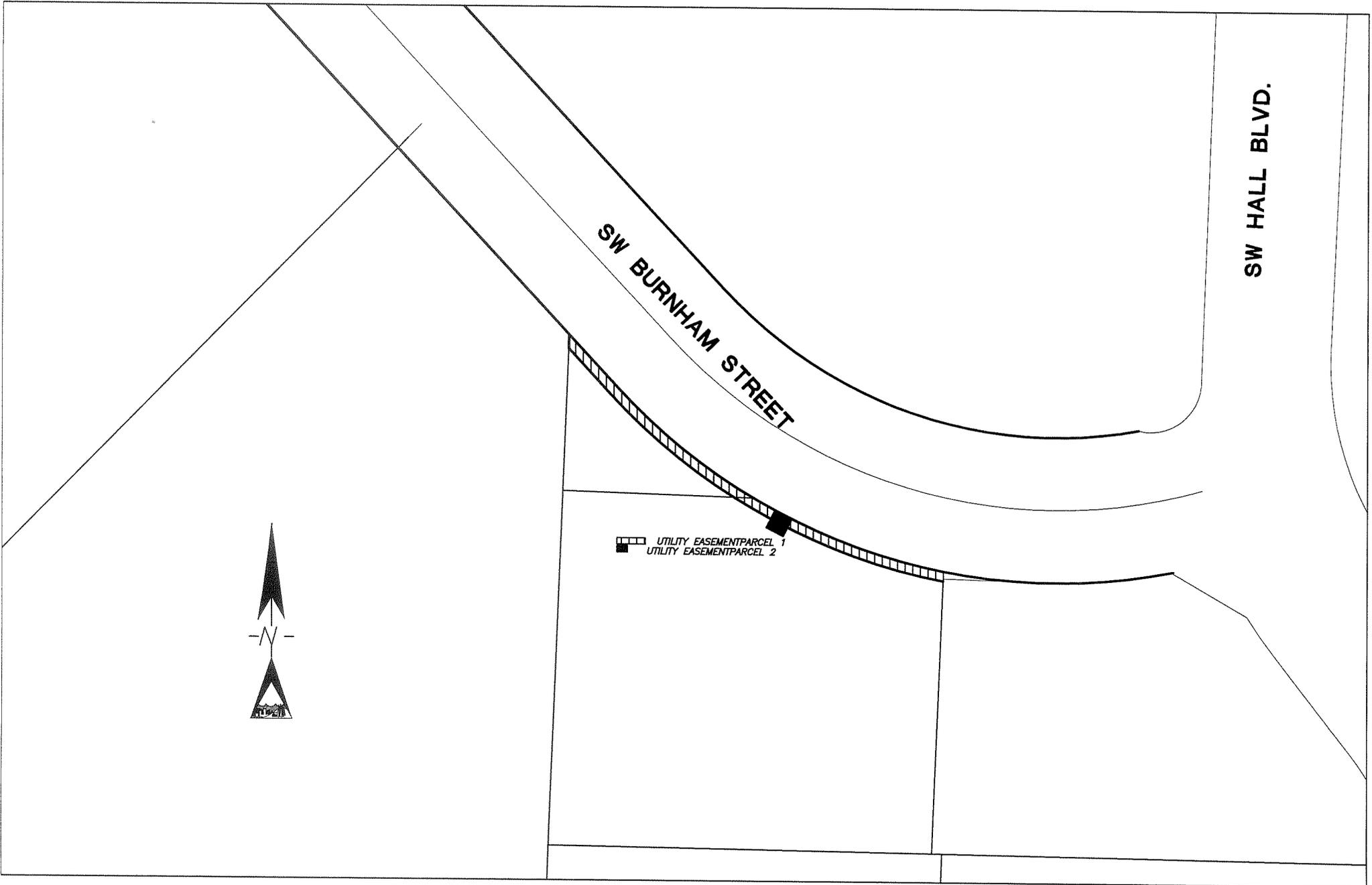
Containing 561 square feet



UTILITY EASEMENT PARCEL 1
UTILITY EASEMENT PARCEL 2

SW BURNHAM STREET

SW HALL BLVD.



AIS-329

Item #: 7.

Business Meeting

Date: 03/08/2011

Length (in minutes): 25 Minutes

Agenda Title: Status Report on Progress of Greenway Trail System Master Plan

Prepared For: Ron Bunch

Submitted By:

Duane Roberts
Community
Development

Item Type: Update, Discussion, Direct Staff

Meeting Type:

Council Business
Meeting - Main

ISSUE

Progress report from the Citizens Advisory Committee (CAC) on development of the Greenway Trail System Master Plan.

STAFF RECOMMENDATION / ACTION REQUEST

This is an informational agenda item. No action is necessary.

KEY FACTS AND INFORMATION SUMMARY

The development of the City's first-ever Greenway Trail System Master Plan (GTSMP) has been underway since July 2010 and is scheduled to wrap up in April 2011. Financed by an Oregon Department of Transportation (ODOT) grant, this project includes a combined citizens and technical committee who have been working with a three-firm consultant team (Kittelson & Associates, Alta Planning + Design, and Mason, Bruce & Girard) gathering information and conducting research to guide the new master plan.

On March 8, members of the Trail System Master Plan Citizen Advisory Committee will share their views and impressions with Council on development of the Trail System Master Plan, and answer any questions Council may have. Subsequently, On April 19, 2011 the project's consultant team will give a more technical presentation to Council.

Attachment 1 is a map of the existing trail system and proposed segments under consideration. Attachment 2 is an overview of the master planning effort and public involvement activities, including information about the CAC.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

The GTSMP fulfills Action Measure 8.2.i. of the Tigard Comprehensive Plan: "Complete a trail system master plan to guide the development of the trail system and facilitate progress toward its completion."

DATES OF PREVIOUS COUNCIL CONSIDERATION

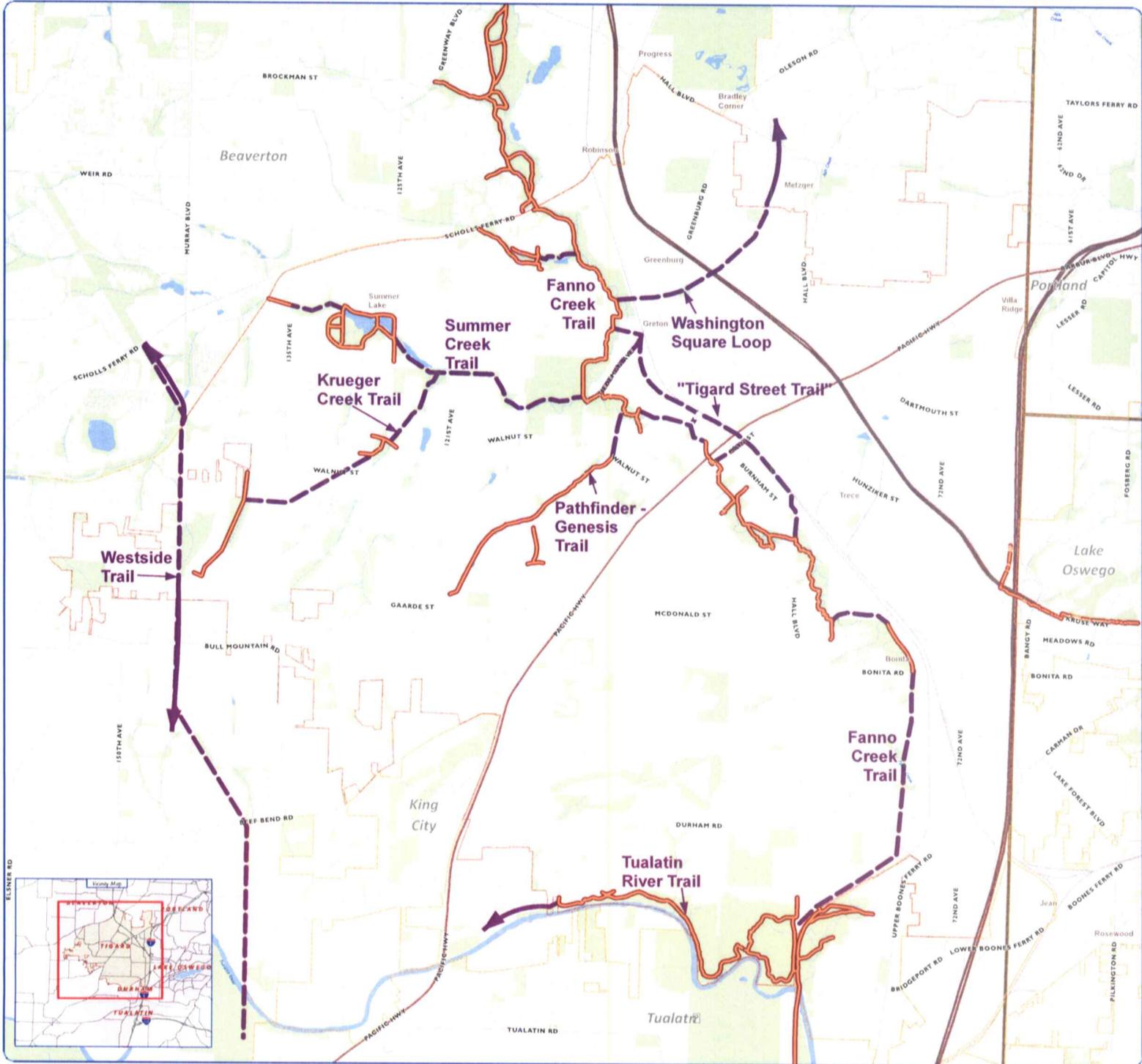
In March 2010 Council appointed the CAC and its meeting protocols.

Attachments

[Attachment 1 - Map](#)

[Attachment 2 - Overview - Greenway Trail System Master Plan](#)

Tigard Greenway Trail System

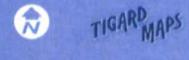


Trails

- Completed
- - - Proposed
- Parks
- Tigard City Boundary



DATA SOURCES:
City of Tigard
Metro
Washington County



DISCLAIMER:

This map was created using aerial photography and other data sources. It is not intended to be used as a legal document. The City of Tigard and Metro assume no liability for any errors or omissions. For more information, contact the City of Tigard at 503.325.4111 or www.tigard.gov.

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503.325.4111
www.tigard.gov

Greenway Trail System Master Plan

The development of the City's first-ever *Greenway Trail System Master Plan (GTSMP)* has been underway since July 2010 and is scheduled to wrap up in April 2011. Financed by an Oregon Department of Transportation grant, a combined citizens and technical committee working with a three-firm consultant team (Kittelson & Associates, Alta Planning + Design, and Mason, Bruce & Girard) has been gathering information and conducting research for the new master plan.

On March 8, members of the trail master plan citizen advisory committee will share their views and impressions with Council on the development of the master plan and answer any questions Council may have. This joint meeting is intended to be an unscripted advisory committee to elected officials, or citizen to citizen meeting. On April 19, the consultant team will give a technical presentation on the salient features of the draft plan.

The focus of the master plan effort has been on practical considerations for improving and completing the trail system, such as possible routes for filling trail gaps and improvements to existing trails. The work scope is organized around a long list of trail-specific questions. An example is: *"Up and down stream Fanno Creek Trail segments connecting to Tiedeman Avenue are off-set by some 200 feet. In place of the present jog along a busy road, evaluate a potential long term solution that brings the two sides of the trail to a common crossing point."* The answers to this and the many other questions included in the project work scope are intended to provide a better picture of potential alignments, improvement needs, costs, and community priorities.

Why Prepare a Greenway Trails Master Plan?

The GTSMP builds on a number of past planning efforts. The greenway trail network was first delineated in 1974 in the *Tigard Area Comprehensive Pedestrian-Bicycle Pathway Plan*, which identified proposed on- and off-street bike/ped facilities. The off-street trails followed the Greenway System proposed in the 1971 *Tigard Community Plan*. Later, Tigard's first park system master plan, adopted in 1987 as the *Tigard Park Plan*, identified a network of proposed greenway trails within the City as did the updated *Tigard Park System Master Plan* adopted in 1999. The current park system master plan, adopted in 2009, contains the now official map of the greenway trail system, upon which the GTSMP is based. The network includes eight trails: Fanno Creek Trail, Tualatin River Trail, the Westside Trail, Washington Square Loop Trail, Summer Creek Trail, Pathfinder-Genesis trail, Krueger Creek Trail, and the "Tigard Street" Trail (see map attached). The current and earlier greenway trail plans all provide a macro-level analysis of the trails network and a conceptual map of trail alignments. The almost finished *GTSMP* builds off the latest parks master plan and provides the micro-level detail and analysis needed to complete the greenway trail system. Put another way, it adds the on-the-ground detail needed to move ahead with building the trails identified in the 2009 *Park System Master Plan*.

In addition to providing a more focused look at the trail portion of the *Park System Master Plan*, The GTSMP fulfills Action Measure 8.2.i. of the *Tigard Comprehensive Plan*: “Complete a trail system master plan to guide the development of the trail system and facilitate progress toward its completion.”

Who’s on the Citizen’s Advisory Committee?

The citizen advisory group overseeing the development of the *GTSMP* brings diverse experiences, ideas, and perspectives to their work on the committee. They represent a variety of different community-based organizations and groups: the Parks and Recreation Board, the Tualatin Riverkeepers, Trail Count/Survey volunteers, and *Neighborhood Trail Study* Citizen Advisory Committee members. A separate technical committee, which meets jointly with the CAC, is composed of a member of the Bike-Pedestrian Subcommittee of the Transportation Advisory Committee, the Tigard-Tualatin School District, a trail advocate and former chair of the Tualatin Hills Park and Recreation District Trails Committee, and a Metro trail planner.

Following are brief biographies of the six citizen committee members anticipated to participate in the joint meeting with Council:

Scott Bernhard, DC, is a chiropractor and eight-year member of the Park and Recreation Board.

John Bucsek is a computer aided design technician and trail count/survey volunteer.

Dave Leinberger is a packaging engineer and member of the former *Neighborhood Trail Plan* citizen advisory committee.

Eric Lindstrom, EdD, is a retired academic dean of the Art Institute of Portland and recent trail count/survey volunteer.

Paul Whitney, PhD, is a retired consultant ecologist and current member of the Tualatin Riverkeepers.

Doug Vorwaller is a retired computer systems manager, a City volunteer photographer, and a member of the former *Neighborhood Study Plan* citizen advisory committee.

How Has the Community Been Involved?

In addition to the citizen steering committee, development of the master plan has included several other public involvement opportunities.

All of the reports and documents produced so far are available on a project web page, www.tigardgreenways.com. The website is interactive, and includes comment and map marking features. In April, a draft of the new master plan will be available for public viewing on the website. As another part of information gathering activities, the City conducted a survey of people living within a quarter mile, or walking distance, of the City's "community" level trails: Summer Creek, Pathfinder-Genesis, and Krueger. These are defined as trails that begin and end inside the City and are distinguished from "regional" trails that extend beyond the City. The three are in various stages of development, with the Krueger Creek Trail being the least developed. Some 1,500 of the 5,000 residents who are, or would be, most served by these trails were sent trail-specific survey questionnaires. The purpose was to determine the level of neighborhood interest in, and support for, trail improvements. The data collected on neighborhood attitudes and preferences will be used to help set priorities for completing segments of these trails.

As another engagement activity, two open houses took place in January, one at the library and one at the Bonita Villa Apartments. The goal of each was to present maps of possible routes for filling trail gaps and to discuss people's concerns about the trail system. An estimated 45 people attended the first open house. They provided a wide variety of comments, most supportive of closing trail gaps and finishing the trail system. In addition, many attendees expressed opposition to the extension of a trail through the Summer Creek greenway for environmental and a variety of other reasons.

In the interest of inclusion, the second open house was bilingual, and was aimed at Spanish-speaking residents. Latinos are the largest and fastest growing cultural group in the City and account for 50% of county-wide population growth. According to the statewide Recreation Plan, walking for pleasure is the most popular outdoor recreation activity among Latinos. This open house drew some 25 people. The proposed Brown segment of the Fanno Creek Trail elicited the most comments. This segment connects to the northern end of Milton Court and will provide a short cut to the library for the residents of the concentration of apartments located along Bonita Road and surrounding single family residences. At the same time, this segment will travel through a somewhat isolated area, where some homeless people now camp, and safety is a major concern.

The annual Neighborhood Network Open House held in February included a *GTSMP* table operated by City staff, along with handouts and information regarding the master plan effort. Among the open house attendees, some 15 or so stopped by to ask questions and made comments and suggestions regarding the trail system.

Also informing the development of the master plan has been the extensive trail user data collected during the September 2010 manual trail count and user survey along the greenway trail system. The count/survey was conducted as part of the third annual National Count/Survey Days. Over one thousand trail users were counted at three data collection points during the five day, two-hour-a-day event, and some 235 of these users completed survey questionnaires.

How are Environmental Concerns being Addressed?

To ensure the trail segments under consideration are routed and designed to be sensitive to the natural environment, an environmental consultant (Mason, Bruce & Girard) was included on the project team. This consultant has provided an assessment of the potential environmental impact of the various alignments under consideration for filling trail gaps. The consultant also looked at environmental permitting and regulations. The reason for this emphasis is that the Tigard greenway corridors contain the City's major streams, along with most of its wetlands and wildlife habitat. Although conflicts are inevitable in a highly developed area like Tigard, habitat-friendliness is an important criterion in the siting and design of trails. Natural areas and greenways are for people, plants, and animals too. In some cases, where environmental impacts and construction costs are high, on-street trail segments may be the preferred route. And in other cases, elevated boardwalk may be recommended as an alternative to filling wetlands. Conversely, trail development can provide an opportunity to create or enhance wildlife habitat. This is especially true in the many areas where privately-owned riparian areas are in poor or degraded condition and a trail easement agreement gives the City the right to restore "all other portions of the easement [meaning riparian] area not used for the trail." The same is true of streamside parcels purchased for trail. In many cases, the net effect of a trail project can be to improve the overall biological condition of the riparian area.

What's Next?

As already mentioned, on April 19, the three-firm consultant team is scheduled to give Council a presentation on the draft *GTSMP*. As emphasized, the plan is intended to define priorities for the investment of public dollars and set the course for completing the greenway trail system.

Finally, in May, Council will be asked to review and approve additions and deletions to relevant portions of the existing Comprehensive Plan, Transportation System Plan, and ordinance text as recommended in the final *GTSMP*. This step will meet the City's obligations under the ODOT-City agreement funding the development of the *GTSMP*.