



City of Tigard
Tigard Business Meeting - Agenda

**TIGARD CITY COUNCIL, LOCAL CONTRACT REVIEW BOARD AND CITY CENTER
DEVELOPMENT AGENCY**

MEETING DATE AND TIME: June 28, 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. DISCUSS THE CITY'S REVISED TRAVEL AND TAXABLE FRINGE BENEFITS POLICIES AND PROCEDURES

- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session for consultation with legal counsel concerning legal rights and duties regarding pending litigation under ORS 192.660(2) (h). 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 - TIGARD CITY COUNCIL, LOCAL CONTRACT REVIEW BOARD AND CITY CENTER DEVELOPMENT AGENCY - JUNE 28, 2011

- 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)
7:35 PM - (Time is estimated.)

- A. Follow-up to Previous Citizen Communication
- B. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: (Tigard City Council and the Center Development Agency) 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:
7:45 PM - (Time is estimated.)
 - A. Approve City Council Meeting Minutes
 - A. May 10, 2011
 - B. Receive and File
 - A. 2010 Pavement Condition Report, Including Street Maintenance Fee Findings
 - C. Resolution to Appoint Tigard Library Board Members Laura Cadiz, Dan Snyder, and John Storhm, and Alternates Stephanie Carter and Katie Harris
 - D. Resolution Declaring the "Remnant Triangle" Property as Surplus Property and Authorizing the Transfer of the Property
 - E. Submit a Non-Renewal Letter to Terminate the Regional Water Sales Agreement with the City of Portland in 2016
 - F. Approve FY 2011 Edward Byrne Memorial Justice Assistance Local Solicitation Grant Application
 - G. Resolution to Approve Workers' Compensation Insurance for City Volunteers
 - H. City Center Development Agency: Resolution to Consider Additional Sites for the Downtown Public Plaza
 - *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. PROCLAMATION - PROCLAIM GEOGRAPHY AWARENESS WEEK: AUGUST 1-7, 2011
7:50 PM - (Time is estimated.)
5. INFORMATIONAL PUBLIC HEARING - CONSIDER A RESOLUTION FINALIZING
SANITARY SEWER REIMBURSEMENT DISTRICT NO. 50 (SW CANTERBURY LANE)
7:55 PM - (Time is estimated.)
6. BRIEFING ON COMMUNICATION EFFORTS RELATED TO CAPITAL IMPROVEMENT
PLAN PROJECTS
8:10 PM - (Time is estimated.)

7. LOCAL CONTRACT REVIEW BOARD:
8:25 PM - (Time is estimated.)
 - A. Award Contract for Financial Adviser Services to Western Financial Group and Direct Staff to Execute the Contract
 - B. Award Contract for Water Quality Testing and Laboratory Services to Alexin Analytical Laboratories
 - C. Award Contract for Pavement Maintenance Program Asphaltic Concrete Overlay to S-2 Construction
 - D. Award Contract for the 100th Avenue Sanitary Sewer Project to S-2 Contractors
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
9:00 PM - (Time is estimated.)

AIS-558

Item #: A.

Business Meeting

Date: 06/28/2011

Length (in minutes): 15 Minutes

Agenda Title: Discuss the City's Revised Travel and Taxable Fringe Benefits Policies and Procedures

Prepared For: Joseph Barrett

Submitted By:

Joseph Barrett
Financial and
Information
Services

Item Type: Update, Discussion, Direct Staff

Meeting Type:

Council Business
Mtg - Study Sess.

ISSUE

Discussion on the City's revised travel and taxable fringe benefit policies and procedures.

STAFF RECOMMENDATION / ACTION REQUEST

Staff is presenting Council with the city's revised travel and taxable fringe benefits policies and procedures. Staff is seeking a discussion with Council with regards to how the policies and procedures impact Council travel.

KEY FACTS AND INFORMATION SUMMARY

The city has revised its policies and procedures related to both business travel and taxable fringe benefits. (In IRS parlance, "taxable fringe benefits" refer to employee incentive programs, non-travel meals, and the like.) The revised policies and procedures are based on IRS rules, Oregon State Ethics Law, the Fair Labor Standards Act, and U.S. General Services Administration guidance. The policies and procedures apply to all public officials and representatives (staff, elected officials, committee and board members, etc.)

Staff is prepared to discuss the policies and procedures with Council and clarify any questions that Council may have. Discussions will be centered around both local and overnight travel and the cost associated with each as well as on taxable fringe benefits.

The Travel Policy and the training presentation is attached. In the interest of time, staff will focus the Study Session discussion with Council on the portions most applicable to their travel.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council adopted revisions to the citywide personnel policies at the May 10, 2011 business meeting. These policies and procedures support those revisions.

Attachments

Travel Policies

Travel Changes PP



City of Tigard, Oregon

Citywide Travel Policy

Effective Date: June 1, 2011

Approved: Craig Prosser

Signature:

SUMMARY

1. General Provisions
2. Compliance and Accountability
3. Definitions
4. Pre-Authorization
5. Travel Time
6. Travel Methods
7. Lodging
8. Meals
9. Payment Methods
10. Personal Expenses
11. Travel Reconciliation
12. Compliance Auditing

1. GENERAL PROVISIONS

- 1.1. **Purpose of Policy.** The purpose of this policy is to provide guidelines to City employees for payment of travel expenses in a cost-effective and efficient manner ensuring the best result for the City.
- 1.2. **Applicability.** This policy applies to all City employees. The policy is to be adhered to by the following groups:
 - 1.2.1. Mayor & City Council
 - 1.2.2. Executive Staff (City Manager & Directors)
 - 1.2.3. Management Staff
 - 1.2.4. SEIU Staff
 - 1.2.5. TPOA Staff
 - 1.2.6. Other City Officials
- 1.3. The City's Financial and Information Services Department shall administer the travel policy and shall periodically review travel and training records to ensure policy compliance and provide any necessary training to departments on the implementation of the policy.
- 1.4. Department Directors and Managers shall be responsible for the implementation of policy within their departments, ensuring their department's employees comply with

the policy, and ensuring expenditures are appropriate and directly related to City business. Questions regarding the intent or application of this policy document shall be directed to the City's Financial and Information Services Director.

- 1.5. The City Manager shall have final authority for administering, interpreting, and applying the terms of these procedures.
- 1.6. **Personal Expenses.** The City, with very limited exception, shall not pay for any personal expenses incurred by an employee during City business travel. For example, employees will not be reimbursed for personal grooming items, parking tickets, entertainment expenses, etc.

2. COMPLIANCE AND ACCOUNTABILITY

- 2.1. All City staff and agents must comply with the provisions contained herein. Periodically, the City's Finance and Information Services Department may perform a review of the City's travel records to ensure compliance with this policy. The Finance and Information Services Department, working with the City Manager's Office, may implement appropriate and progressive sanctions related to misuse. All City employees must fully comply with requests for records and documentation supporting all travel expense claims.
- 2.2. Any and all staff may be liable for improper use of public funds. As public employees, staff that order, authorize or cause to be made any expenditure in violation of City policies, state statutes, rules, or procedures can and will be held personally financially liable for inappropriate expenditures.

3. DEFINITIONS

The following terms may be used throughout these policies:

- 3.1. **Actual.** The actual meals or lodging cost supported by receipts. The City's policy is to pay actual costs for meals and lodging up to the Federal per diem rate for the location.
- 3.2. **Conference/Training Meal.** Any meal provided, through the registration process, by a conference or training.
- 3.3. **Contracted Travel Agency.** The travel agency under contract with the City to provide travel related services. Azumano Travel is the City's current Contracted Travel Agency.
- 3.4. **Employee.** An individual on the payroll of the City.
- 3.5. **Employee Travel.** Travel by City employees on official City business.
- 3.6. **Frequent Flyer Miles.** Credits acquired when making qualified air travel purchases. It is the City's policy that staff shall not earn any Frequent Flyer Miles while on City business.

- 3.7. **Incidental Expense.** Small costs associated with travel. Incidental Expenses include, but may not be limited to: Gratuities, taxi fare, work related mailing costs or phone charges, etc.
- 3.8. **Itinerary - Airfare.** Information provided by an airline or travel agency showing the traveler's name, dates of travel, class of travel, and travel route.
- 3.9. **Meals.** Standard breakfast, lunch, or dinner eaten by an employee during City business travel.
- 3.10. **Mileage.** The distance traveled via personal automobile by an employee during travel. The City calculates mileage during travel from Tigard City Hall, not the employee's home. To development the reasonable estimate of mileage, the City shall use an online travel/map site such as Mapquest.com or Yahoo.com
- 3.11. **Official City Business.** Business, and any travel associated with it, that directly provides a benefit to the City.
- 3.12. **Overnight Travel.** Any travel that requires an employee to stay overnight. A conference or training must be at least 50 miles away from the City to justify an overnight stay.
- 3.13. **Per Diem Allowance.** The allowance for lodging, meals and incidental expenses established for the travel destination as established by the U.S. General Services Administration (GSA). The City's policy is to pay actual expenses for meals and lodging up to the GSA rate unless otherwise required by union contract.
- 3.14. **Pool Vehicle.** A City-owned vehicle available for "check out" by general staff.
- 3.15. **Purchasing Card.** A City-issued credit card that is the preferred means of payment for travel expenses.
- 3.16. **Receipt.** A document detailing an expense incurred. To be valid, a receipt must provide the name and address of the business, the date of the purchase, an itemized description of the goods or service purchased, and the amount of the purchase. For lodging expenses, the receipt must also include the name of the guest, the number of guests, the dates occupying the room, the room number, the room rate, and the lodging tax.
- 3.17. **Travel Pre-Authorization Form.** A Departmental form that may or may not be required prior to any travel. Each Department Director shall determine the best way to document pre-authorization for their department.
- 3.18. **Travel Purchasing Card.** A generic purchasing card that can be checked out prior to travel by an employee who does not have a City-issued purchasing card.
- 3.19. **Travel Reconciliation Statement.** A City-required form that must be completed within five (5) full business days upon return from any overnight City business travel.

- 3.20. **Travel Time.** The amount of time that is required by an employee to travel to and from a conference or training.
- 3.21. **U.S. General Services Administration (GSA) Per Diem Rates.** The estimated daily cost of lodging, meals, and incidentals for various cities that is used by the City as the maximum actual costs to cover during travel.

4. **PRE-AUTHORIZATION**

Pre-Authorization shall be a Departmental responsibility. Each City Department shall have travel pre-authorization procedures in place and train their staff on these procedures. Pre-Authorization may be required by a Department for any travel but especially in the case of travel with overnight stay, travel requiring air travel, or travel where lodging exceeds the daily allowance.

- 4.1. **Pre-Authorization Form.** Each Department shall have a Pre-Authorization Form available for staff use. The FIS Department has created a generic form that may be used by any Department or each Department may create their own form that best meets their needs.
- 4.2. **Pre-Authorization Filing.** Each Department shall be responsible for retaining a file of the Department's travel pre-authorization documents. This file shall include approved and denied travel information.
- 4.3. **Travel Coordinator / Point of Contact.** It is the recommendation of this Policy that each Department designate a Travel Coordinator or single point of contact for employees to refer to for guidance and questions. The FIS Department shall have a Coordinator or single point of contract for Citywide travel information and guidance.

5. **TRAVEL TIME**

It is the policy of the City to use a reasonable estimate for allowable travel time during which the employee is considered "on-the-clock". Please see Citywide Personnel Policy # 47 for further information about travel time and compensation.

Under FLSA, the rules for paid travel change when the travel involves an overnight stay. In these cases, time spent traveling during normal work hours are paid, while time spent traveling outside of normal work hours are not. The only exception permitting an employee to be compensated for overnight travel outside of normal work hours is when the employee is the actual driver of the vehicle or is actively engaged in doing work tasks. Passengers, regardless of the mode of travel, are compensated only for travel time during normal work hours. Please note: This particular rule applies seven (7) days a week. So if an employee is normally scheduled 8:00 am to 5:00 pm, M-F, and travels between the hours of 12:00 pm and 4:00 pm on a Saturday, the employee would be paid for four (4) hours of travel pay, even though the employee traveled on a Saturday: Look at the hours of travel, not the day of travel.

In further accordance with the FLSA, the employee shall be paid their hourly rate during any official training or conference hours.

- 5.1. To development the reasonable estimate, the City shall use an online travel/map site such as Mapquest.com or Yahoo.com. An employee may receive additional time if appropriate justification for the needed time (i.e. delayed flight) is submitted to his/her supervisor and approved.

6. TRAVEL METHODS

The City shall require the most direct and cost effective means of travel for an employee attending any conference or training. Prior to any travel, the traveling employee and his/her supervisor shall discuss the travel methods. During the discussion, the costs, both in dollars and requirements of staff, shall be weighed with the most beneficial to the City being utilized.

- 6.1. **Auto Travel.** Auto travel is the most common means of transportation used during City business travel.

- 6.1.1. **City Pool Vehicle.** Employees are strongly encouraged to use the City's Pool Vehicles during local travel. These vehicles may be reserved and checked out during the employee's travel dates.

- 6.1.1.1. **Non-City Employee Ride-Along.** Per the City's Personnel Policy:

"Family members or other non-City employees shall not be transported in city vehicles except as specifically authorized by the department director or consistent with department policy or in cases in which the city vehicle is regularly assigned to the employee as a provision of an employment contract"

As such, family member or other non-City employees may accompany an employee in a City-owned vehicle during City-related travel with the appropriate approvals.

- 6.1.2. **Personal Vehicle.** The City may authorize employees to use their own vehicles for City travel when it is in the benefit of the City. Use of a personal vehicle during City travel must be authorized during the pre-authorization process in the Department.

- 6.1.2.1. **Insurance.** Employees that use their private vehicle for City business are required to have personal automobile liability insurance to provide the primary coverage for any accidents involving that vehicle. Documentation of said coverage must be on file with the City's Risk Management Office.

- 6.1.2.2. **Mileage Reimbursement.** When an employee uses their personal vehicle for City travel, the City shall reimburse the employee for mileage up to, but not more than, the Federal per mile reimbursement rate. Total allowable mileage shall be calculated from Tigard City Hall to the lodging location and back. If required,

additional mileage may be granted under certain circumstances. No other means of fuel or mileage reimbursement shall be approved by the City.

6.1.2.2.1. The City shall use an online travel/map site such as Mapquest.com or Yahoo.com to develop the total allowable mileage distance.

6.2. **Air Travel.** The City shall pay actual cost for an employee's City business travel. All employees shall utilize coach when traveling commercial airline. Reservations, where possible, should be made at least fourteen (14) or more days in advance to take advantage of any and all available discounts. Increased fees related to late booking may be disallowed unless documented with a sound business reason. Employees may at their own expense pay to upgrade their airline accommodations or alter their flight itinerary for personal business.

6.2.1. **Contracted Travel Agent.** City employees are strongly encouraged to utilize the City's Contracted Travel Agent for air fare during City travel.

6.2.1.1. **Government Air Fare.** The City's Contracted Travel Agent is authorized to provide the City with government air fare ("City Pairs") which are contracted, discounted, unrestricted, and one-way fares that require little advance reservation and have no cancellation or transfer penalties. Employees should seek to use these fares in order to maximize the benefits to the City.

6.2.1.2. **Booking.** This City is able to book air transportation through the Contracted Travel Agent either online or through an agent via the telephone. Staff should make every effort to use online booking to reserve air travel to maximize cost savings for the City.

6.2.2. **Discount Travel Sites.** Employees may, with documentation of the reasoning, use discount travel sites such as Expedia, Travelocity, Hotwire, Orbitz, or Priceline.

6.2.3. **Airline Direct Booking.** Employees may, with documentation of the reasoning, book air transportation directly with the airline. As this tends to be the most expensive option, it should be the last option and have solid documentation of the reason for the expense.

6.2.4. **Cancelled/Missed Flights.** Should a non-refundable flight need to be cancelled for either City-related business or a medical or family emergency beyond an employee's control, the City, in so long as documentation and approval are placed in the travel file, shall incur the cost of the air fare. If the flight is cancelled or missed due to any neglect, mistake, or other fault of the registered employee, the employee shall bare the cost of the ticket and all associated costs.

6.3. **Rental Cars.** The City will pay actual for rental vehicles when it is found to be an economical and efficient means of transportation for an employee during travel. Authorization for a rental vehicle must be obtained during the pre-authorization process for the travel.

6.3.1. **Contracted Travel Agent.** City employees are strongly encouraged to utilize the City's Contracted Travel Agent for rental vehicles during City travel.

6.3.1.1. **Contracted Rental Car Company.** The City has a Contracted Rental Car Company and the City's Contracted Travel Agent is authorized to book against this agreement.

6.3.1.2. **Booking.** This City is able to book rental vehicles through the Contracted Travel Agent either online or through an agent via the telephone. Staff should take every effort to use online booking to reserve air travel to maximize cost savings for the City.

7. **LODGING**

The City shall pay true actual cost, up to the GSA daily per diem rate

7.1. **Receipts.** A detailed receipt is required for any lodging incurred during an employee's travel. For lodging expenses, the receipt must detail the following:

- 7.1.1. Name of the hotel
- 7.1.2. Address of the hotel
- 7.1.3. Name of the guest
- 7.1.4. Number of guests
- 7.1.5. Dates occupying the room
- 7.1.6. Room number
- 7.1.7. Total cost of the stay
- 7.1.8. Room rate
- 7.1.9. Lodging tax.

7.2. **Lodging Per Diem Allowance.** Lodging expenses are paid by the City at actual cost up to the specific GSA daily maximum allowable rate in effect at the time of travel for the specific area or locality.

7.2.1. The GSA rates can be found at this link: [GSA Domestic Per Diem Rates](#).

7.2.2. Department Heads have the authority to approve lodging expenses over the GSA daily maximum allowable rate when unusual conditions exist. This approval, which requires written documentation by the traveling employee detailing the reason for the higher expenditure, is to be made on a case-by-case basis and signed by the Department Head.

7.3. **Conference/Training Official Hotel.** If an employee attends a conference or training and stay at the official hotel where the conference or training is being held,

the City shall cover, within reason and with prior approval, all actual lodging costs if the rate exceeds the GSA lodging per diem allowance for the city. If this exception is granted, the employee must book the cheapest available room or personally pay the difference between the room they book and the room with the lowest rate. This exception serves to save the City additional incidental costs such as a rental car or other transportation fees.

- 7.4. **Alternative Lodging.** The intent of this section is to reimburse employees that use their personal travel trailer or motor home during official City travel and should result in an economic benefit to the City. The daily maximum allowable reimbursement rate for all alternative lodging shall be \$25. It is intended that the alternative lodging reimbursement rate apply for any overnight City travel.

8. MEALS

The City shall pay true actual cost, up to the GSA daily per diem rate, for meals incurred by employees during City related travel unless otherwise mandated by union contract.

- 8.1. **Multiple Locations/Single Rate.** The City shall use a single per diem threshold rate for an entire day. If an employee travels to more than one location in one day, the per diem threshold shall be for the location in which the employee spends the night. On the final day of travel, the per diem threshold shall be for the location in which the traveler stayed the last night.

- 8.2. **Actual Costs with Per Diem Rate Threshold.** The City shall pay actual costs for lodging, meals and incidental expenses up to the U.S. General Services Administration's (GSA) established daily rates for the travel destination City unless otherwise required by union contract.

8.2.1. The GSA rates can be found at this link: [GSA Domestic Per Diem Rates](#).

8.2.2. The allowance is a true daily allowance and unused portions do not roll to the next day.

- 8.3. **True Per Diem.** As may be required by union contract, the City shall pay negotiated true per diems to certain employees covered by the contract during travel

8.3.1. Refer to union contracts for details on negotiated per diem.

8.3.1.1. [SEIU/OPEU Agreement](#)

8.3.1.2. [TPOA Agreement](#)

- 8.4. **Conference/Training Provided Meals.** When meals are provided by the conference/training and paid for through the employee's registration, the daily meal allowance or per diem shall be reduced for that particular meal. See Section 8.5 for a breakdown of the meal allowance.

8.4.1. If the meal is an optional piece of the conference or training registration process, the employee shall have the choice to participate in the meal or, instead, to receive the meal as part of the daily meal allowance or per diem.

- 8.5. **Meal Allowance Breakdown.** The City shall use the following meal breakdown regardless of a traveler using the actual costs or true per diem meals method:
- 8.5.1. **Breakfast.** Equals 25% of daily allowance.
 - 8.5.2. **Lunch.** Equals 25% of daily allowance.
 - 8.5.3. **Dinner.** Equals 50% of daily allowance.
- 8.6. **Travel Day Meals.** The City shall pay for meals on travel days according to the following schedule (per IRS rules the City cannot pay more than 75% of the maximum daily allowance during travel days):
- 8.6.1. **Prior to Noon – 75%.** When an employee leaves on travel prior to Noon the employee shall be entitled to actual meals at 75% of the daily allowance.
 - 8.6.2. **Between Noon and 7:00 p.m. – 50%.** When an employee leaves on travel between Noon and 7:00 p.m. the employee shall be entitled to actual meals at 50% of the daily allowance.
 - 8.6.3. **After 7:00 p.m. – 0%.** When an employee leaves on travel after 7:00 p.m. the employee shall not be entitled to any meal allowance until the following day.
- 8.7. **Alcohol.** At no point or under any circumstance shall the City pay any alcohol expense incurred during a meal or travel. Any alcohol which is purchased by the employee must be paid for at the time by the employee and should be on a separate check.

9. **PAYMENT METHODS**

The City's preferred method of payment during City travel is a City Purchasing Card. Other means of payment shall remain available but every effort must be taken to use a purchasing card then at all possible.

- 9.1. **Purchasing Cards.** The City preferred mean of purchase during City travel. The Purchasing Card is a City-issued MasterCard that can be used nearly anywhere MasterCard is accepted. Many employees have been issued an individual Purchasing Card and it is this card that should be used by the employee during City travel. If a traveling employee has not been issued an individual Purchasing Card, Travel Cards are available for issuance during travel. Follow the City's established procedures to utilize the Travel Cards.
- 9.2. **City Check.** Under a limited number of situations, a City-issued check may be used to pay for a portion of the travel costs. Employees shall follow the City's established procedures, which shall include documenting the reasoning for a check rather than a Purchasing Card, to obtain a travel-related check.

- 9.3. **Employee Reimbursement.** Under rare circumstances, and with detailed documentation, the City may directly reimburse an employee for costs incurred during travel.

10. PERSONAL EXPENSES

The City, with very limited exception, shall not pay for any personal expenses incurred during City business travel.

- 10.1. **Combining Personal Travel with City Business Travel.** The City's policy for business travel does allow for combining personal travel with business travel with additional rules.

10.1.1. **Personal Portion of Trip.** If an employee combines personal travel with City business travel, the City will pay only the actual costs associated with City business, any additional cost shall be incurred by the employee.

10.1.2. **Airline Costs.** When an employee combines personal travel with City business travel and airfare is required, the City shall pay no more than the lowest cost of round-trip coach airfare for the days that the City business would have required. Any additional cost due to an extended personal stay shall be borne by the employee.

- 10.2. **Alcohol.** See Section 8.7.

- 10.3. **Entertainment Expenses.** The City shall not pay, at any time, for any entertainment expenses incurred by an employee on official City business. Entertainment expenses shall include, but not necessary be limited to, the following:

- 10.3.1. Movies, including in-room
- 10.3.2. Health Club/Gym Fees
- 10.3.3. Sporting Events
- 10.3.4. Golf (Including Conference-related Tournaments)
- 10.3.5. Spa Services

Refer to [Oregon Ethic Laws](#) for further details on entertainment expenses.

- 10.4. **Personal Grooming Items or Services.** At no time, and for no reason, shall the City pay for any personal grooming items or services during an employee's time on City business travel.

- 10.5. **Personal Phone Calls.** No personal phone calls while on travel shall be paid by the City other than the following exception:

10.5.1. Personal telephone calls to immediate family members or significant others to confirm the traveler's well being while on overnight travel are allowed under this policy. The employee shall be allowed one phone call a day while on travel for not more than ten (10) minutes. The City does encourage the

traveler to use a personal cell phone in lieu of this personal call allowance when at all possible.

11. TRAVEL RECONCILIATION

Within five (5) business days of return from any City business travel and employee must submit to the FIS Department's Accounts Payable Office a completed and authorized Travel Reconciliation Statement. The City shall develop guidelines to assist employees through the travel reconciliation process.

12. COMPLIANCE AUDITING

The City's FIS Department shall conduct routine review of a Department's travel records to ensure compliance with all aspects of this Travel Policy. The FIS Department, working with the City Manager's Office, may implement appropriate and progressive sanctions for inappropriate use of City funds related to travel. All employees must fully comply with requests for records and documentation supporting any and all travel expenses.



City of Tigard

Respect and Care | Do the Right Thing | Get it Done

Travel and Taxable Fringe Benefits

June 2011



Travel Policies – Why?

- Accountability
 - ▶ Public
- Other Agencies Requirements, Recommendations and Guidelines
 - ▶ Internal Revenue Service (IRS)
 - ▶ Fair Labor Standards Act (FLSA)
 - ▶ State of Oregon Ethics Laws and Regulations
 - ▶ General Services Administration (GSA)

Travel Topics

- Transportation
- Lodging
- Meals
- Personal Expenses
- General Travel Tips

Transportation – Suitable Options

- Air Travel
 - ▶ Azumano & Government Fares - Preferred
 - ▶ Employees may not at any point accrue frequent flyer miles (regardless of the program) during business travel
- Auto Travel
 - ▶ Personal Vehicles
 - ▶ Insurance on file Risk - Liability limits of at least \$100,000/\$300,000/\$50,000 per occurrence are required
 - ▶ Rental Vehicle

Lodging

- Lodging Per Diem Allowance
 - ▶ [GSA Domestic Per Diem Rates](#)
- Requires travel of at least 50 miles
- Exceptions
 - ▶ Requires documentation

Meals During Travel

- Meal Per Diem Allowance
 - ▶ Actual Cost
 - ▶ The city will pay actual cost for meals for an amount not exceeding the GSA rate.
 - ▶ Daily amount - unused allowance will not roll forward.
 - ▶ [GSA Domestic Per Diem Rates](#)
- Conference Meals
 - ▶ Deducted from GSA daily allowance
- Alcohol = NEVER!

Meals During Travel (cont.)

- Meal Allowance Breakout –
 - ▶ 25% Breakfast
 - ▶ 25 % Lunch
 - ▶ 50 % Dinner
- Travel Day Meals (First & Last)
 - ▶ City cannot pay more than 75% on travel days per GSA

Outbound (Departure Time)	Returning (Arrive Home)
Prior to Noon = 75%	Prior to Noon = 25%
Noon to 7:00 pm = 50%	Noon to 7:00 pm = 50%
After 7:00 pm = No allowance	After 7:00 pm = 75%

Personal Expenses

- Personal Travel with City Business
 - ▶ Employee will pay all additional costs
- Entertainment Expenses
 - ▶ Conference Receptions
 - ▶ If included in the registration cost = Allowable
 - ▶ If additional cost = City will not pay
 - ▶ Others never allowed
- Personal Items
 - ▶ Never allowed
- Alcohol = Again NEVER

General Travel Tips

- Common Sense
 - ▶ Avoid front page (or any pages!)
- Public Stewards
 - ▶ [Oregon Ethic Laws](#)
- Plan Ahead

Taxable Fringe Benefit Topics

- Incentives and Benefits
- Meals
- Meetings
- General Tips

Taxable Fringe Benefits = \$

- The IRS views certain benefits in the same light as it views a COLA or other raise... additional income.
- Income = taxable

Incentives and Benefits

- Gifts purchased by the city

Meals

- On-site vs. Off-site
 - ▶ Meeting Location
 - ▶ On-Site = The city may pay with no tax considerations
 - ▶ Off-Site = Taxable
 - ▶ City has determined due to the administrative costs of processing taxable meals, City policy shall be not to pay for a taxable meals.
 - ▶ Applies to all public officials and representatives (staff, elected officials, committee members, etc.)
- Convenience of the Employer

Meals (cont.)

- Local and Non-Overnight Stay Required Conferences/Training
 - ▶ Included with registration = no tax considerations
 - ▶ Other = taxable
 - ▶ Remember the city will not pay for taxable meals during local conferences or trainings.

Meetings

- Regularly Scheduled
 - ▶ The city will not pay for meals or refreshments
- Infrequent
 - ▶ Infrequent = quarterly or less frequently
- Committees, Boards, and Commission Meetings
 - ▶ Refreshments ok if the meeting is on-site

General Tips

- Common Sense
 - ▶ Avoid front page (or any pages!)
- Public Stewards
- De Minimis
- Payroll Notification

AIS-565

Item #: 3. A.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: Approve City Council Minutes

Submitted By: Carol Krager
City Management

Item Type: Motion Requested

Meeting Type:

Consent Agenda

ISSUE

Approve City Council Minutes for:

May 10, 2011

STAFF RECOMMENDATION / ACTION REQUEST

n/a

KEY FACTS AND INFORMATION SUMMARY

OTHER ALTERNATIVES

n/a

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

n/a

DATES OF PREVIOUS COUNCIL CONSIDERATION

n/a

Attachments

[May 10, 2011 Minutes](#)



City of Tigard
Tigard Business Meeting - Minutes

TIGARD CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD (LCRB)

MEETING DATE/TIME: May 10, 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



• **STUDY SESSION**

Council Present: Mayor Dirksen, Councilor Woodard, Councilor Wilson, Councilor Henderson and Council President Buehner

Staff Present: City Manager Prosser, Assistant City Manager Newton, Parks Manager Martin, Management Analyst Barrett, Management Analyst Wyatt, Assistant Public Works Manager Rager, Assistant Community Development Director Hartnett and Deputy Recorder Krager

At 6:30 Mayor Dirksen called the Study Session to order. City Manager Prosser discussed administrative items.

- Economic Opportunities Analysis (Agenda Item No. 4) – Additional information was received after the Planning Commission recommendation. Part of their recommendation was to acknowledge the expansion of the town center boundary into the Tigard Triangle by updating Comprehensive Plan definitions and updating the Metro map which has been past practice. A year ago Metro said all they needed was formal notification and they would change the map. ODOT however, has raised concerns about the town center expansion and questioned the process. At the Planning Commission's request, staff double checked with Metro and asked for a letter confirming our process. Metro did not provide the letter and has subsequently said that to expand the town center boundary Tigard would have to amend the Comprehensive Plan to include the map.

Assistant Community Development Director Hartnett said it is not difficult to bring this back separately; staff was just trying to be efficient. She said, "I have every confidence that when we go through the process they're asking us to go through, we will be successful in establishing the town center boundaries." Councilor Buehner asked how much staff time will be involved. Assistant Community Development Director Hartnett said it will be less efficient but they will find another project within which it fits. City Manager Prosser said he would address the changes that staff will be requested to complete during tonight's public hearing. The public hearing will go forward but staff will need to return with this Comprehensive Plan amendment.

A. UPDATE ON THE CITY'S EFFORT TO HIRE A PARK BOND PROGRAM MANAGEMENT CONSULTANT

Parks Manager Martin updated Council on efforts to hire a Parks Acquisition and Improvement Program Management Services consultant. He said 12 firms were contacted and five firms submitted proposals. Two finalists were selected for interviews held on April 22. Staff will bring a recommendation for a contract with Conservation Technix to the LCRB in a few weeks.

Councilor Wilson asked how PRAB will decide how much to spend on land purchases and how much will go towards capital improvements. Parks Manager Martin said the PRAB is committed to allocating 80% or higher towards acquisitions. The rest will be used for development and planning. He noted that Tigard will still be buying land in the third year of the bond period. Councilor Wilson said he was in favor of that but requested enough construction be done to improve public access, such as signs, trails and parking. Mayor Dirksen noted that some properties have safety hazards that the city will need to remove.

Parks Manager Martin said the PRAB's two top priority projects are a bridge to access the Jack Park expansion property from the fire station and changes to Fanno Creek House zoning.

Council President Buehner suggested a crosswalk on Walnut Street for safety in accessing the bridge to Jack Park. Councilor Wilson said he spoke with someone at the Shining Stars banquet about a potential trail at Quail Hollow. Assistant Public Works Director Rager said there is pending litigation regarding that area so it cannot be discussed at this time. Councilor Henderson asked if maintaining that trail would be costly. Assistant Public Works Director Rager said the city is already mowing the trail across from it. City Manager Prosser said if Council wanted to continue this discussion in any more detail, they would need to go into an Executive Session. Councilor Wilson said he wanted to respond to the person asking about the trail and City Manager Prosser advised saying there are some legal issues surrounding the property that need to be settled.

B. CONSIDER A REQUEST FROM THE TRUST FOR PUBLIC LANDS TO SUPPORT SENATE BILL 342

Mayor Dirksen said that Josh Alpert of the Trust for Public Lands (TPL) was present to answer questions. He said he reviewed this and TPL requested an endorsement from him but he declined to comment without seeking general consensus from Council. He said his own view was that if passed, the bill would direct more money towards urban areas. He asked Council members for their opinions on Senate Bill 342. Council President Buehner said it was a good idea.

Councilor Woodard asked for a synopsis. Management Analyst Wyatt said the main point is that only 4 percent of lottery funds go to the urban areas. There is a decrease in federal support and this is likely to continue. He said Tigard worked closely with TPL during the Summer Creek property acquisition and this brought awareness to the cumbersome OWEB (Oregon Watershed Enhancement Board) funding process. He said the League of Oregon Cities is neutral but supports creation of this local government sub-account. He said Hillsboro's Parks Department is in favor but is not taking a formal position.

Josh Alpert clarified that SB 342 does not contain the language that is before Council; this language is included in an amendment. He said TPL monitors allocations of federal funding and it is "pretty much gone," and puts a greater onus on the state natural resource funding, which is fairly fixed. He said that leaves the burden squarely with the local governments and while TPL doesn't disparage what OWEB has done in the past, they think there is room to try new things with lottery money. He said TPL believes that conservation is moving in the direction of local community support which necessitates finding ways to leverage local money.

Mr. Alpert said that another concern is while OWEB will grant funds for a project such as restoration of a threatened turtle pond; they are reluctant to purchase the land surrounding the pond, where the threat actually lies. So if development occurs, the turtles are lost anyway and the money was wasted. He said part of this proposal is asking them to look at long-term community investment.

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Councilor Woodard said he had many concerns about what kinds of strings are attached. He said, “You don’t get anything for free. We don’t know what this will turn into or what kinds of control would evolve.” He said he cannot support this right now and would like to see the final draft. Mr. Alpert said he could forward the latest draft to Council. Council President Buehner said the reality is that the legislature is going to shut down in seven weeks and there is not enough time for additional consideration. She said the money is not being spent in urban areas due to a political agenda. Mayor Dirksen agreed and said, “It’s not only not being spent in urban areas; it’s not being spent in Western Oregon.” Councilor Woodard said he would rather see the lottery dollars be spent elsewhere; i.e., to assist with schools or problem gamblers. Council President Buehner said spending these dollars on parks is dedicated in Oregon’s constitution; they cannot be spent on anything else.

Mayor Dirksen suggested a letter of support, endorsing the principle could be an alternative to a Council resolution. Councilor Woodard agreed to the alternative. Councilors Wilson, Buehner and Henderson said they were in favor of supporting SB 342.

City Manager Prosser said Management Analyst Wyatt and Assistant City Manager Newton will monitor this bill and if additional amendments surface, information will be distributed to Council.

Additional Administrative Items -

- City Manager Prosser said there was a meeting with parks officials on Metro’s Intertwine. Mayor Dirksen’s comments were distributed to Council. All comments are due by today. He suggested that Tigard respond to the email and then follow up with a letter. It is to be decided whether each jurisdiction will sign one letter or if they will draft their own letters. Council agreed with sending an email followed by a letter.
- Assistant City Manager Newton asked who would attend the Wilsonville ozone facility tour. Council President Buehner is going and Councilors Woodard and Wilson will get back to her.
- Council President Buehner said she would be bringing up a Non-Agenda item tonight regarding the need to respond to Metro’s letter requesting any Urban Growth Boundary expansions. She noted they need a response by June 20, 2011. Council discussed separate properties for consideration. City Manager Prosser asked if it needed more discussion. Council agreed they did not need additional discussion and the letter could be sent. Assistant Community Development Director Hartnett said she would attach a map.

The Study Session ended at 7:23 p.m.

1. BUSINESS MEETING

- A. At 7:33 p.m. Mayor Dirksen called the meeting of the Tigard City Council to order.
- B. Deputy Recorder Krager called the roll:

	Present	Absent
Councilor Wilson	x	
Council President Buehner	x	
Mayor Dirksen	x	
Councilor Henderson	x	
Councilor Woodard	x	

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- C. Pledge of Allegiance
- D. Council Communications & Liaison Reports - none
- E. Call to Council and Staff for Non-Agenda Items – City Manager Prosser noted that two items have been pulled from the Consent Agenda: 3.C – Award Contract for Auditing Services, and 3.D – Authorize the City Manager to Execute the Intergovernmental Agreement with Washington County Regarding the Sunrise Property.

2. CITIZEN COMMUNICATION

- A. Follow-up to Previous Citizen Communication – None
- B. Tigard High School Student Envoy Tracie Tran gave a report on recent events. Prom was held at the Left Bank Annex in Portland this year. Student body officer elections were held. A copy of Ms. Tran’s report is in the packet for this meeting.
- C. Tigard Area Chamber of Commerce Executive Director Debi Mollahan updated Council on Chamber activities. The Shining Stars Banquet was held Saturday. The Tigard Festival of Balloons is June23-25 and the Chamber is selling raffle tickets for a booth at the Festival. Council President Buehner said the Shining Stars event and auction were wonderful.
- D. Citizen Communication – Sign-up Sheet - none

3  CONSENT AGENDA: (Tigard City Council and Local Contract Review Board)

- A. Receive and File:
 - 1. Three-month Council Calendar
 - 2. Tentative Agenda
- B. ADOPT REVISIONS TO CITY WIDE PERSONNEL POLICIES
- ~~C. – AWARD CONTRACT FOR AUDITING SERVICES~~ Item removed from agenda and will be discussed at May 17, 2011 Workshop Meeting.

~~D. AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY REGARDING THE SUNRISE PROPERTY~~– Item removed from agenda.

Councilor Wilson moved to approve the consent agenda as amended and Council President Buehner seconded the motion. All voted in approval.

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

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4. LEGISLATIVE PUBLIC HEARING – COMPREHENSIVE PLAN AMENDMENT
(CPA) 2011-00002 – TIGARD COMPREHENSIVE PLAN AMENDMENT TO ADOPT THE
TIGARD 2011 ECONOMIC OPPORTUNITIES ANALYSIS

- a. Mayor Dirksen opened the public hearing at 7:44 p.m.
- b. City Attorney Ramis read the hearing procedures. There were no questions and no one reported a conflict of interest.
- c.  Community Development Department: Senior Planner Wyss introduced Steve Faust, Senior Planner with Cogan Owens Cogan, who assisted with the city's economic opportunities analysis and ensured it applied with applicable state rules and regulations. He presented the Planning Commission's unanimous recommendation to adopt the 2011 Economic Opportunities Analysis (EOA) and amend the Tigard Comprehensive Plan Goal 9: Economic Development and the Tigard Comprehensive Plan Glossary.

Senior Planner Wyss presented a PowerPoint which is part of the meeting packet. He said the city is currently under periodic review and completing the EOA is required by the periodic review work program. It compares a projected 20-year industrial employment land demand to existing supply and ensures an adequate supply of land for industrial and employment for long- and short-term needs. He said the EOA process consisted of six tasks and the Planning Commission acted as the advisory committee to review each task with the consultants and staff. He said this gave the Planning Commission a good understanding of the characteristics of Tigard's employment lands and helped them develop policies and action measures to plan a 20-year supply of appropriately zoned land.

Senior Planner Wyss said the Comprehensive Plan Amendment would have also expanded the Tigard Town Center boundary by amending the definition in the Glossary and refers to maps maintained by Metro. Initial feedback was to change a Town Center boundary by amending a comprehensive plan was correct. But just prior to the Planning Commission hearing, the Oregon Department of Transportation submitted a letter questioning the validity of this approach. The Planning Commission still made a recommendation based on the definition having no direct impact on the EOA. They suggested staff obtain a letter clarifying Metro's position prior to going to Council. Since the Planning Commission last met, Metro provided a comment letter (Exhibit C) that supported the assumptions in the EOA and clarified the process for changes to the Tigard Town Center boundary. They agreed with ODOT that a formal adoption of a map would better meet the intent of Metro Functional Plan Title 6.

City Manager Prosser said that since Metro's letter was not received until after the Planning Commission made its recommendation, a modification to the Commission's recommended definitions would be appropriate. The modification would eliminate the reference to a Metro Title 6 map to define the boundaries of a Town Center, Regional Center and Corridor. He suggested that Council take public testimony today, close the public hearing, deliberate, and then ask staff to return in two weeks with modified definitions, at which time Council would make a decision.

- d.  Public Testimony: Richard Shavey, 11371 Sycamore, Tigard, OR 97223 spoke on behalf of the Planning Commission. He said the Planning Commission met with staff and Cogan Owens Cogan for seven meetings. They were very thorough in the information they provided and were responsive to requests for additional information. He said the Planning Commission had difficulty narrowing the economic development scope of work to land use issues only.

Mr. Shavey referred to the Planning Commission's letter to Council in which two actions are mentioned that the Planning Commission feels deserve immediate consideration for follow-up. Monitor local and regional development initiatives to understand what the surrounding cities are doing. We need to get the bigger picture. Once we have this we can then focus on what Tigard should undertake as a city. He said they are aware that staff are busy but what could be planned now and done within six months is a work program on economic development. He said the Commission is taking some initiative on this by visiting other planning commissions in the area to find out what they are doing and what their procedures are. He suggested the formation of a "council of commissions" who would invite planning commissions to come in and talk about what other cities want to do. He said we need to understand what their strengths are and determine how we can support them to be effective.

Mr. Shavey said the Planning Commission enjoyed working on the EOA and helping develop the goals and feel it will serve the community well. He encouraged Council to adopt them.

Mayor Dirksen called for additional testimony; there was none.

- e.  Staff Recommendation: Senior Planner Wyss said that based on the findings and conclusions found in Exhibit C, staff recommends approval of CPA 2011-00002, with consideration of the process outlined in the City Manager's earlier comments.

- f.  Council Discussion: Councilor Wilson said it was interesting to hear the testimony regarding the Planning Commission's emphasis. He said, "When I read the document, I had the feeling we were moving into areas other than land use and was uncomfortable, especially with the notion that the city should be picking winners and losers, rather than the market doing that." He said that as a land use matter, the city can't choose among businesses, determining whether they are sustainable or belong to a cluster. He stated that these were his only concerns; otherwise, it was a good document.

 Councilor Woodard commented that communication with other cities is important. He asked about Task 1, No. 7, which encourages businesses that are environmentally and economically sustainable. He asked how the city would do this. Mayor Dirksen addressed this and Councilor Wilson's comments by suggesting that in general, those kinds of processes come into play only if the city decides to aggressively recruit businesses. He said Tigard will have to decide what types of businesses it wants and what incentives might be provided. He asked staff for confirmation and Senior Planner Wyss agreed with his summary.

 Councilor Woodard said, "We are going in the right direction." He thanked the Planning Commission for the hard work they are doing.

 Council President Buehner said the staff and Planning Commission did a great job in meeting the requirements for the periodic review. She asked Senior Planner Wyss how many more work tasks remained and he replied that there are three more tasks.

 Councilor Henderson referred to a survey on page 3 of the Executive Summary which found that Tigard lagged behind Washington County in annual population growth rate and asked Senior Planner Wyss to comment. Senior Planner Wyss said the population trends come from the Portland State University Population Research Center. Mayor Dirksen said this is not surprising because Tigard is coming to the end of the development surge and is approaching build-out.

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In response to a question from Councilor Henderson, Senior Planner Wyss said the vacant industrial land demand listed in the report was based on projected job growth in the City of Tigard and the amount of space each job would require. Some jobs would be accommodated through redevelopment or current vacant space.

Councilor Wilson said the EOA confirms a lot of what Council already knows. He said, “When land is constrained you build up, particularly in the Tigard Triangle. He said staff has documented that land is in demand in the Triangle. Tigard is a leader in the suburban communities in terms of office demand.” He said the analysis confirms we are moving in the right direction and he supports it. Mayor Dirksen said he agreed. He speculated that a poll of Tigard residents would indicate there is no desire to see more industrial development in the city. Council President Buehner asked, “You don’t think there is a desire among our citizens to see the tax base supported with more employment land?” In response Mayor Dirksen said there is a balance point and the city has almost reached it. Councilor Wilson added that vacant land does not add to the tax base; improved land does. He said it is the improvements we want and building higher density developments on under-improved land will increase our tax base.

Councilor Henderson said he wanted to make sure that redevelopment is emphasized and is communicated as a very important goal.

Councilor Woodard said this report is a good road map. He thanked the Planning Commission and staff for their hard work.

Mayor Dirksen said that as the city looks at developing the downtown and the Tigard Triangle it is beneficial to do this economic analysis now. He added his compliments to staff, the consultant and the Planning Commission. He noted that the Planning Commission said they enjoyed working on this.

Mayor Dirksen asked if there was a consensus to table this item for two weeks to add further findings on the expansion of the city center. Council agreed.

- g. At 8:22 pm Mayor Dirksen closed the Public Hearing. Council will reconsider the ordinance on May 24, 2011.

5. PRESENTATION ON STATUS OF TRANSPORTATION PLANNING RULE AND RELATED ISSUES



Senior Transportation Planner Gray said the purpose of this report is to update Council on recent activities and discussions on the Transportation Planning Rule (TPR), projects being done, and conversations occurring at the State level. She gave some background on issues with the TPR.

Senior Transportation Planner Gray discussed efforts at the local level to get relief from the TPR. She said remedies include adding capacity, reducing travel demand or changing the way it is measured. Adding capacity has a downside. There is a general agreement that this will not work here. She said while staff has not given up on increasing capacity, there are smarter ways. She said reducing demand with growth requires shifting travel to other modes for a more balanced system, which relates to the work the city is doing on high capacity transit. She said it is not only about high capacity transit but includes standard bus service, walking, biking, alternative routes and connectivity. Alternative mobility standards are another option, which changes the way it is measured. She said all of these things are coming out of the Southwest Corridor Plan.

Senior Transportation Planner Gray said the Mobility Corridor Refinement Plan will be underway soon to identify the transportation improvements and develop the alternative mobility standard. The Mobility Corridor study is the mechanism by which ODOT's standards can be changed. She said expanding the town center designation to the Triangle will also provide some relief from TPR restrictions.

She said at the state level there has been much discussion about the TPR and last year the League of Oregon Cities (LOC) made this one of their priorities. The Department of Land Conservation and Development (LCDC) invited agencies to testify at their September meeting. There were also issues raised by the state legislature about the TPR's impacts on economic development. In response, LCDC and the Oregon Transportation Commission formed a joint committee to determine whether changes were needed and what those changes should be. Three meetings have been held. Senior Transportation Planner Gray said she was invited along with representatives from Bend, Eugene, Roseburg and Metro. Common issues were raised. Recommendations included five changes to the TPR and five changes to the Oregon Highway Plan. These were approved by the Oregon Transportation Commission. She said LCDC will form a rulemaking advisory committee to develop the amendments by the end of the year, and she has been named to that committee, having been recommended by both Metro and LOC. She said there is a TPR update in Council's meeting packet listing the ten recommended changes.

Councilor Wilson asked, if things are moving faster than expected and there is some flexibility in the Triangle by December, what is Tigard's next step. Senior Transportation Planner Gray said she is working on the SW Corridor Plan and she recommends the city remains flexible and clarifies the town center boundary expansion requirements. She said some of the station location planning will help.

Council Woodard referred to the Metro's Functional Plan trip generation credits and asked if the city could seize an opportunity while waiting for the policy changes. She did not think the city would qualify now. Assistant Community Development Director Hartnett said the timeframe for new rules is after December, when the drafts are due. There will be a rulemaking process. She referred to the Councilor Woodard's question on the increase in the credit saying this is tied to the changes made to Title 6. She said one of the new requirements is a planning activity consistent to what Council wants to do to develop a Tigard Triangle Master Plan and the downtown area. She said Title 6 is looking for what Tigard wants to do. She said to keep in mind that the earliest possible opening date for high capacity transit is 2023, but these things come to pass and amazing changes happen in communities.

Councilor Henderson mentioned that the National League of Cities talks about "20-minute communities." He asked if there is a component in the calculations that follows this "live, work and play" aspect. Mayor Dirksen said the Transportation Planning Rule does not take 20-minute communities into consideration. He said under the TPR, it is assumed that any development is going to impact nearby highways because people will drive to everything. It will not consider how the activity takes place near the development in a 20-minute community.

Councilor Wilson asked if there was ever a discussion about completely revamping the way ODOT's money is distributed in the state. He said that is really the problem, we are building highway projects where they are not needed, and the places that need improvements have gone begging for years. He said the market will build what and where it wants to build, and transportation improvements should follow. Mayor Dirksen agreed and said that he testified that instead of land use planning dictating what the transportation system needs to be, the current TPR defines the land uses.

Assistant Community Development Director Hartnett said she recently attended an American Planning Association conference and for the first time there was a specific track on retrofitting the suburbs. She said this is an issue coming more to the forefront in many communities.

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Senior Transportation Planner Gray said that one of the challenges as the town centers are planned is the need to address the parking ordinance. As long as parking is plentiful and free, people will drive. It changes the land use pattern, making it unfriendly for walking. She said both ODOT and Metro will be looking closely at parking.

Mayor Dirksen thanked staff for the update.

6. COUNCIL LIAISON REPORTS

7. NON AGENDA ITEMS None

At 9:03 p.m. Mayor Dirksen adjourned the Council Business Meeting and said a Study Session would be held in the Red Rock Creek Conference Room after a short break.

8. STUDY SESSION

At 9:10 p.m. Council went into the Red Rock Creek Conference Room for a second Study Session.

- CITY MANAGER RECRUITMENT; SEARCH FIRM DECISION; CANDIDATE PROFILE AND INTERVIEW QUESTIONS

Staff Present: City Manager Prosser, Assistant City Manager Newton, Human Resources Director Zodrow, City Attorney Ramis, Assistant Community Development Director Hartnett, Management Analyst Wyatt and Deputy Recorder Krager

Others present: Alliance Resource Consultant Eric Middleton, Oregonian Reporter Eric Florip and The Times Reporter Geoff Pursinger

Human Resources Director Zodrow talked about the executive recruitment firm chosen, Alliance Resource Consulting LLL, and introduced Eric Middleton, who is Tigard's main contact with the firm. Mr. Middleton discussed his experience and background, including the placement of around 100 city managers. He distributed a timeline.

Mr. Middleton said they will give continual weekly updates to Council. He said he will notify Council when a candidate from the community applies, whether qualified or not; internal candidates shall be treated exactly the same as external candidates. He said he likes to interact with the community and because he would be in town for the next few days he would like to start talking to stakeholders right away. He will meet with staff and department heads and looks forward to talking to Council. He said his firm will place the advertisements as soon as the profile is approved by Council.

He said they ask for a written reference release to indemnify Alliance as well as the City of Tigard. They will research professional references for at least the past 15 years, including interviews with peers, subordinates and managers. Alliance will investigate credit, criminal, civil and motor vehicle records. They also search the internet regarding candidates, including Facebook and blogs. Alliance will make sure they build in enough background searches to thoroughly vet any candidate. He said they will take care of logistics on the

day of interviews, so the Mayor and Council will only have to be concerned with interviewing, not whether a candidate is going to arrive, etc.

Council President Buehner said she heard from a city manager in the area who intends on applying. She has started stakeholder interviews and each person she has talked to has raised the issue of looking for a woman to fill the job. Mr. Middleton said if Councilors are approached by prospective candidates, they should refer them directly to him so everything is handled appropriately.

Councilor Henderson asked how a local and a New York candidate would have equal consideration. Mr. Middleton said he will give his honest and best opinion on every candidate. He wants to make sure the profile contains each requirement the Council identified and that finalists meet the requirements.

Councilor Woodard asked what the attributes and demographics for the job will look like. Mr. Middleton said it is up to Council to develop parameters such as size of previous city, or skills such as finance or economic development experience, etc. He said things that are attractive to city manager candidates include the quality of the relationship with the council, the financial stability of the city, opportunities for growth, economic development or the opportunity to take the city to the next level.

Council President Buehner mentioned that Oregon does not have a sales tax. Mr. Middleton said he was aware of that and will make sure candidates from out of the area understand that.

Councilor Wilson asked if the current city manager salary is sufficient to be attractive relative to the cost of living. Mr. Middleton said he thought it was appropriate to the area, but he would ask about raising the salary in special cases.

Councilor Henderson asked if there were any questions that could not be asked, such as whether or not they are married. Mr. Middleton cautioned Council about questions that could not be asked of candidates in an interview or used as a deciding factor, such as questions about age, sex, sexual orientation, marital status or religious preference. He said the City Attorney might want to give the Council a briefing prior to the interview process. He said, however, if a candidate introduces a topic, the Council may ask further questions.

Councilor Wilson said most of the people interested in this job will be current city managers or assistant city managers who have developed a reputation in the community they serve. He asked how we can get to that kind of information. He said the last time Council hired a City Manager they relied mostly on written materials and he was hoping to go beyond that prior to meeting any candidates. Mr. Middleton said he would be willing to extend deadlines to accomplish additional information gathering. Some of their reputations will precede them and if he knows about that, he will share that information. He said one council went on site visits where they interviewed citizens, faith-based organizations and school boards. He said there may be candidates who don't want that done, but his firm will do the best to obtain as much information as possible.

Mayor Dirksen asked if the recruiter knew he had made lists of stakeholders and Council was in the process of interviewing these people. Mr. Middleton said he did and it was fine with him.

City Manager Prosser said this would be the last Council discussion on this topic he would attend. Councilor Wilson said he was pleased with City Manager Prosser's performance and since he knew more about this job than anyone, he hoped he could stay longer. City Manager Prosser said during the recruitment firm interviews, Mr. Middleton said he sees a role for the current city manager in terms of talking to candidates and he will be available. Mr. Middleton requested that Council authorize City Manager Prosser to be available to respond to questions they may have.

TIGARD CITY COUNCIL MINUTES – May 10, 2011

Human Resources Director Zodrow asked Council if they were comfortable with Alliance Resource Consulting as the recruiter and the timeline. Mayor Dirksen said it was a very ambitious timeline but the candidate profile could be finalized at the May 24, 2011 Council meeting. City Manager Prosser said there may be a quasi-judicial public hearing on that date and if there is, the only option to keep on the timeline would be to hold a Special Meeting. City Attorney Ramis said he did not think the hearing in question would be held on that date.

9. EXECUTIVE SESSION – None held.

10. ADJOURNMENT At 9:56 p.m. Mayor Dirksen adjourned the Study Session.

Carol A. Krager, Deputy City Recorder

Attest

Mayor, City of Tigard

I/ADM/Cathy/CCM/2011/May/Final/110510

AIS-435

Item #: 3. B.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: Receive and File the 2010 Pavement Condition Report, Including Street Maintenance Fee Findings

Prepared For: Ted Kyle

Submitted By:

Greer Gaston
Public Works

Item Type: Receive and File

Meeting Type:

Consent Agenda

ISSUE

Receive and file the 2010 Pavement Condition Report, including street maintenance fee findings.

STAFF RECOMMENDATION / ACTION REQUEST

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

KEY FACTS AND INFORMATION SUMMARY

- Staff is providing the Council with a report on the City's pavement condition following the 2010 paving season.
- Tigard Municipal Code Chapter 15.20.050 requires the Finance Director to review street maintenance fee revenues annually as part of the budget process. The review determines if revenues meet funding levels set from the updated five-year street maintenance fee plan. The Finance Director is required to report these findings to the Council and may make recommendations on any potential fee adjustments. The Finance Director's findings are included in the 2010 Pavement Condition Report.

OTHER ALTERNATIVES

Not applicable

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time 2010 Report has come before the Council.

Fiscal Impact

Cost: N/A

Budgeted (yes or no): N/A

Where Budgeted (department/program): N/A

Additional Fiscal Notes:

The report examines the fiscal condition of the Pavement Management Program and the status of the Street Maintenance Fee. Please see the attached report for the findings of the Finance Director.

Attachments

2010 Pavement Condition Report



2010 Pavement Condition Report

Accomplishments for 2010

The Tigard Public Works Department is responsible for the maintenance of 148 miles of paved streets. The maintenance strategy for each street varies depending on the use and character of that street.

Pavement projects completed in 2010 are summarized in the following table.

Project	Pavement Overlays	Slurry Seals
Length Completed	4.5 miles	12.5 miles
Funding Source	Street maintenance fee, American Recovery and Reinvestment Act (ARRA) Grant, and Community Development Block Grant	Street maintenance fee
Cost	\$1.64 million	\$330,000
Cost Per Mile	\$360,000	\$26,000
Street Type	Arterial, collector, commercial	Residential

A map, (Attachment A), and detailed list, (Attachment B), of the 2010 pavement projects are included in this report.

2010 was a very good year for Tigard's roadways. The average PCI of Tigard's city streets increased from 68.1 at the end of 2009 to 68.7 at the end of 2010. This was better than our projected PCI of 67.9. This improvement was primarily the result of three factors:

- 1) The American Recovery and Reinvestment Act (ARRA) provided \$1.1 million for pavement overlays in Tigard.
- 2) Successful completion of a large City-funded slurry seal project in southern and northwestern Tigard.
- 3) A competitive bidding climate, likely due to the poor economy, resulted in favorable pricing for the City's paving projects.

The Pavement Condition Index (PCI)

Pavement condition is measured by a Pavement Condition Index (PCI), with zero being the poorest condition and 100 being the best condition. PCI factors include pavement condition, pavement distress, structural strength, and rideability.

Previous Council Action and the Street Maintenance Fee

Pavement maintenance is funded through the City's street maintenance fee and various grants, if available. The street maintenance fee is a monthly user fee dedicated to the maintenance of existing roadways in Tigard. The fee was recommended by a citizen task force and established by Ordinance No. 03-10 in November 2003.

Since the fee was originally adopted, construction costs increased significantly, largely due to increases in the cost of asphalt, which is a petroleum product. The Council re-visited the street maintenance fee in 2009 and determined the fee was not generating enough revenue to realistically address the City’s \$8.5 million road maintenance needs. In January 2010, the Council adopted:

- **Ordinance No. 10-01** which amended the Tigard Municipal Code (TMC). The ordinance directs that beginning July 1, 2010 the street maintenance fee will be increased in three phases, with subsequent phase-ins taking effect April 1, 2011 and January 1, 2012. The ordinance also directs that the fee be adjusted for inflation.
- **Resolution No. 10-01** which established a long-term average PCI goal of 70 to 75 and also established an interim goal to “hold the line” by maintaining an average PCI of 67.

A long-term average PCI of 75 would allow the City to get the most out of street maintenance revenues by strategically paving streets before the underlying road structure is compromised. When an overall PCI gets below 75, street maintenance life cycle costs begin to increase, because streets are in poorer condition and need some level of reconstruction before they can be paved. When Resolution 10-01 passed, the Council recognized that funding would not be adequate to get to a PCI of 75. The Council sought to prevent a decline in the PCI below 67. Beyond this point, streets require more extensive reconstruction prior to paving; this results in substantially higher street maintenance costs.

- **Resolution No. 10-02** which adjusted the street maintenance fee in the City’s Master Fees and Charges Schedule.

Current street maintenance fees, as they appear in the City’s 2010-2011 Master Fees and Charges Schedule, are as follows:

Effective Dates	Before 7/1/10	7/1/10 – 4/1/11	4/1/11 – 1/1/12	After 1/1/12
Residential (per house or unit)	\$2.18	\$3.01	\$4.13	\$5.25**
Commercial and Industrial (per required parking space)	\$0.78	\$0.92	\$1.06	\$1.19**

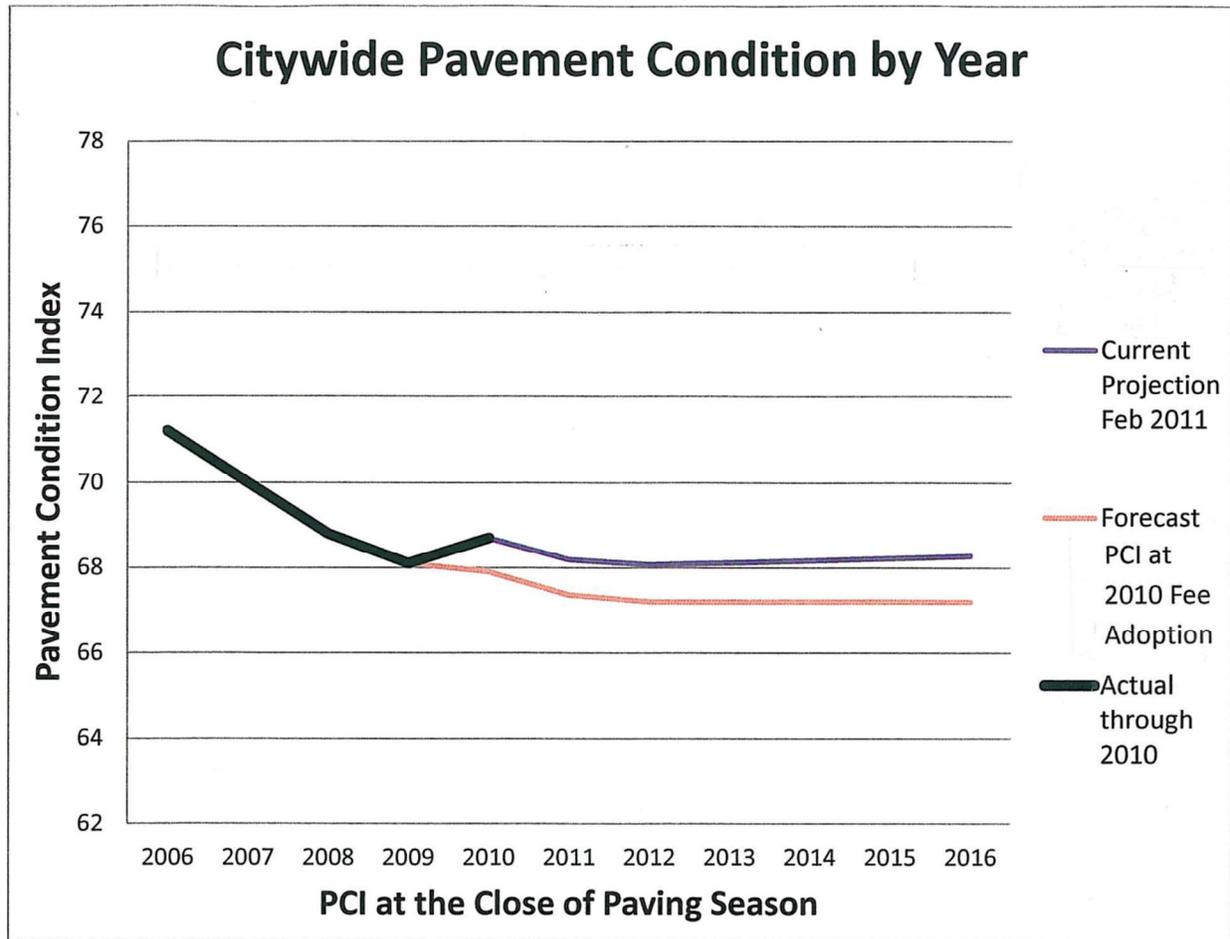
** Note: Fee amounts in later phases are to be adjusted for inflation based on the methodology adopted in Ordinance 10-01. An inflationary adjustment (not shown here) is included in the 2011-2012 Master Fees and Charges Schedule that was considered by the Council at its June 14, 2011 meeting.

Outlook for 2011 and Beyond

2011 is expected to be a more typical paving year, since there will be no ARRA funding. As the economy picks up, paving prices are likely to increase. Until January 2012, when the street maintenance fee will be fully phased-in, the revenue generated will not be sufficient to maintain the existing PCI of 68.7. The PCI of Tigard’s city streets is expected to decrease from 68.7 to 68.2 at

the end of the 2011 paving season. There are still many roadways in poor condition that are not slated for repair.

The following chart depicts the actual and projected citywide Pavement Condition Index through 2016.



Long-term projections indicate the street maintenance fee, when fully phased-in, will allow the City to “hold the line” and maintain the average PCI at or above 67, as directed in Resolution No. 10-01. This is contingent upon asphalt prices remaining within the range of the fee’s inflationary adjustment.

It is anticipated that \$1.1 million in street maintenance fee revenue collected in fiscal year 2010-11 will be available for paving projects in the summer of 2011. Approximately \$300,000 is required to fund 10 miles of slurry seal applications. The remaining \$800,000 will be used to fund pavement overlays. We anticipate overlays on about two miles of streets in the summer of 2011.

A map, (Attachment C), and detailed list, (Attachment D), of the proposed 2011 pavement projects are included in this report. These attachments represent staff’s “best guess” for paving projects in the summer of 2011. Changes in asphalt prices and the construction bidding climate may have a significant impact on the amount of work the City will be able to fund. Streets may need to be

deleted from the pavement overlay list in order to keep the project within budget. On the other hand, streets could be added to the pavement overlay list if bids are lower than expected.

Finance Director’s Findings

The Finance Director has reviewed this report and future pavement maintenance funding requirements as identified in the Pavement Management Program (PMP). Data has not changed significantly from what the Council considered in 2010.

Actual revenue collections through the first eleven months of the fiscal year were analyzed and, after twelve months are collected, they will be sufficient to meet the annual funding level set from the street maintenance plan and the FY 2011-2012 Adopted Budget. Completion of the street maintenance fee phase-in, along with an inflationary adjustment(s), is expected to generate sufficient revenue to fund the PMP in the coming years. The 2011-2016 CIP PMP approved budget is as follows:

Fiscal Year	2012	2013	2014	2015	2016
PMP	\$1,115,400	1,390,400	1,690,400	1,690,400	1,690,400

Additionally, the split between customer types was analyzed to determine if costs were equitably split when compared to revenues collected. The allocation of the costs of the five-year plan is set in TMC 15.20.050 and is summarized as follows:

Road Type	Percentage of Residential Allocation	Percentage of Non-Residential Allocation
Arterial	62%	38%
Local Commercial/Industrial	0%	100%
Collector	50%	50%
Neighborhood/Local	100%	0%

It is important to realize the fee is based on a five-year plan and that there will be variance from one year to the next where one customer group may subsidize another in any given year; the important thing is that the program costs reflect the revenues collected by customer type over the five-year period. If they do not, the TMC instructs the Finance Director to make recommendations based on this review. The following table summarizes my findings:

Customer Class	Total PMP Expense Related to Street Maintenance Fee	Percentage of Total Expense per the TMC	Percentage of Revenue Collection	Share of Expenses Based on Revenue Collected	Variance
Residential	\$558,000	68%	62%	\$507,692	\$50,308
Non-Residential	\$260,000	32%	38%	\$310,308	(\$50,308)
Total	\$818,000			\$818,000	

Tigard incurred \$818,000 in FY 2011 in the PMP expenses related to the street maintenance fee. Based on the types of roads, (arterial, collector, etc.), that received pavement maintenance through

the PMP, \$558,000 (68 percent) of the PMP expenses should have been born by residential customers and \$260,000 (32 percent) of the PMP expenses should have been born by non-residential customers.

The actual revenues collected in the first 11 months have a slightly different split. Sixty-two percent of the revenues came from the residential sector and 38 percent of the revenues came from the non-residential sector. Based on the size of the PMP and the way revenues were collected, a more equitable split would have been for \$507,692 to come from the residential sector and for \$310,308 to come from the non-residential sector. During the last year, the non-residential sector subsidized the residential sector by \$50,308, or six percent of the total PMP. A six-percent variance, in the first year of a five-year plan, is relatively small and does not merit a recommendation to adjust the street maintenance fee at this time.

Pavement Maintenance Background

Residential Streets with Low Traffic Volumes

Residential streets with low traffic volumes tend to deteriorate due to weathering. As years of rain, sun, and freeze-thaw cycles wear the pavement from the top down, the sticky asphalt binder that holds the pavement together deteriorates. In a **slurry seal** application, a liquid mixture of asphalt emulsion and sand is applied to the roadway. The mixture hardens as it cools and counters the effects of weathering by restoring the asphalt binder near the pavement's surface.

Slurry seal applications cost about one-tenth as much as pavement overlays and are the most cost-effective way to extend the life of residential streets. The application is applied when a street is still in relatively good condition in order to maintain that condition for several more years. Slurry seal applications don't make streets look like new, but they do prevent further deterioration. Some streets have deteriorated to a condition that is too poor to slurry seal; these streets require pavement overlays and will be addressed as funding allows.

The City's slurry seal strategy is to work on an eight-year cycle by Neighborhood Network area, slurry sealing all of the streets in that area which have fair to good pavement condition and low traffic volumes. Slurry seal projects require extensive public notification because sections of the street are closed for several hours at a time. Consolidating slurry seal streets by Neighborhood Network area improves the efficiency of both the notification process and the slurry seal application.

In order to keep up with pavement deterioration on low volume residential streets, it is necessary to slurry seal about 11 miles of roadway each year.

Streets with High Traffic Volumes and Streets Used by Heavy Vehicles

Streets with high traffic volumes and streets used by heavy vehicles are also affected by weather, but tend to deteriorate more due to the volume and weight of vehicles using the street. Deterioration on these streets most commonly takes the form of cracking from the repeated loading of thousands of vehicles, especially heavy vehicles, each day. A **pavement overlay** consists of spreading a new layer (typically 2 inches thick) of asphaltic concrete pavement on top of the existing street pavement. This covers minor cracking and provides additional structure which extends the life of the roadway.

Overlays are typically constructed when a street is in fair condition. Once a street deteriorates to poor condition, cracking has developed to a level where it compromises the structure of the pavement and its ability to withstand future loading. At this point large-scale reconstruction is

necessary to remove and replace the cracked pavement and establish an adequate base. Such reconstruction often costs five times more than a pavement overlay.

The City's current pavement overlay strategy focuses on keeping arterials, collectors, and other key connection routes in good condition. When funding rises to a level adequate to protect our investment and keep these through streets in fair or better condition, the City will then be able to address some of the non-through streets with poor pavement condition that need more extensive repair work.

In order to keep up with pavement deterioration on streets with high traffic volumes, significant heavy vehicle use, or poor pavement condition, it is necessary to overlay about 3.5 miles of roadway each year.

Attachment A

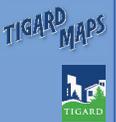
2010 Paving Projects

-  Slurry Seal
-  Pavement Overlay
-  ARRA Pavement Overlay

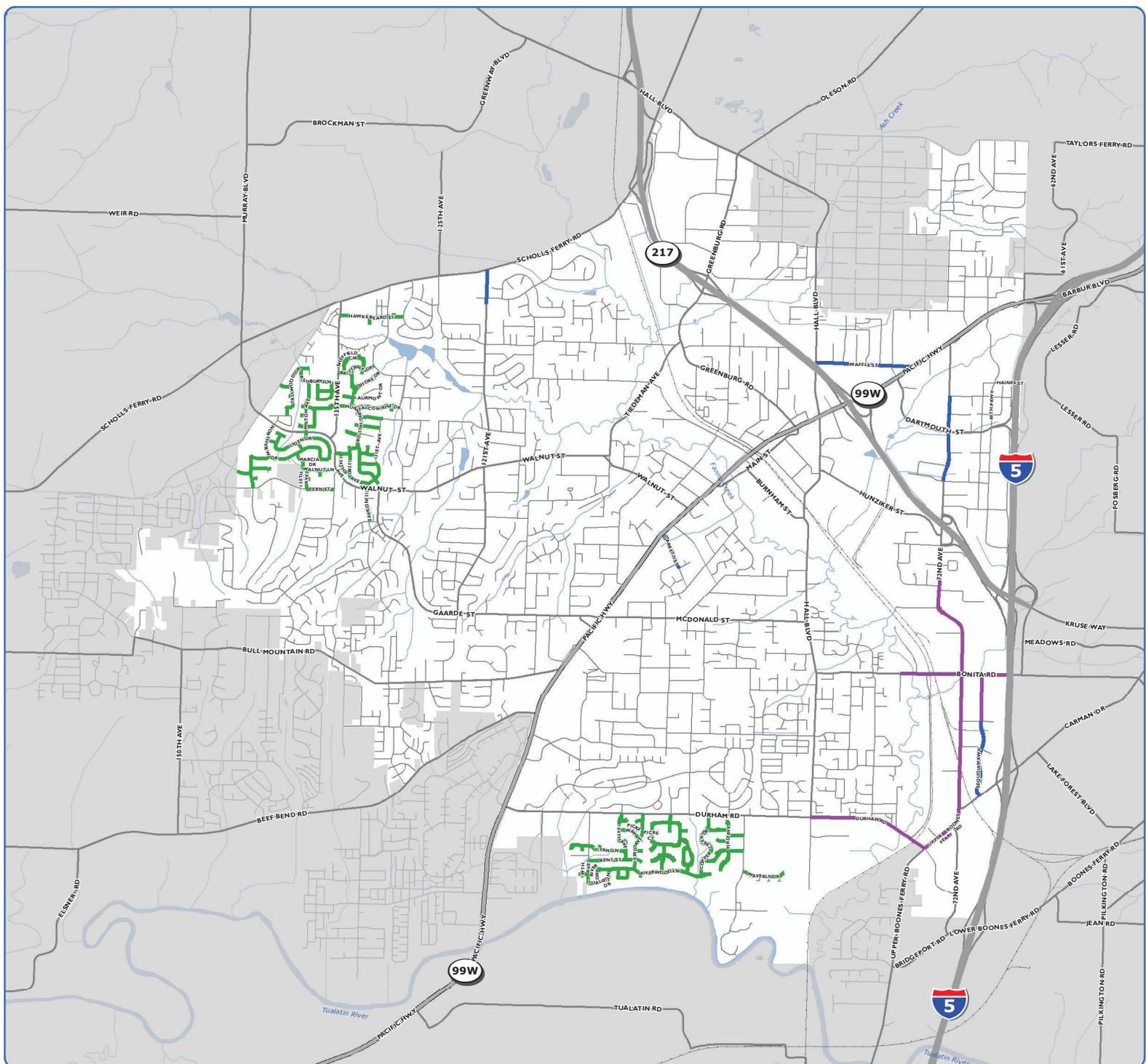


DATA SOURCES:
City of Tigard
Metro
Washington County

DISCLAIMER:
This map was derived from several databases. The City cannot accept responsibility for any errors. Therefore, there are no warranties for this product. However, any notification of errors is appreciated.



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Attachment B

Paving Projects Completed in 2010 - Pavement Overlays

2010 Overlay Street	From	To	Funding Source
72 nd Avenue	Beveland St	Baylor St	Street Maintenance Fee
72 nd Avenue	Upper Boones Ferry Rd	Fir St (Just South of 217)	American Recovery and Reinvestment Act (ARRA)
121 st Avenue	Springwood Drive	Scholls Ferry Rd	Street Maintenance Fee
Bonita Rd	76 th Ave	I-5 Overpass	American Recovery and Reinvestment Act (ARRA)
Durham Rd	Hall Blvd	Upper Boones Ferry Rd	American Recovery and Reinvestment Act (ARRA)
Garrett St	Pacific Hwy 99W	Ash Ave	Street Maintenance Fee and Community Development Block Grant
Pfaffle St	84 th Ave	Pacific Hwy 99W	Street Maintenance Fee
Sequoia Pkwy	Upper Boones Ferry Rd	Cardinal Ln	Street Maintenance Fee
Sequoia Pkwy	Cardinal Ln	Bonita Rd	American Recovery and Reinvestment Act (ARRA)
Upper Boones Ferry Rd	Durham Rd	72 nd Ave (Northern Intersection)	American Recovery and Reinvestment Act (ARRA)

Paving Projects Completed in 2010 – Slurry Seal Applications

2010 Slurry Sealed Street	From	To
<u>Picks Landing Area (Area # 9)</u>		
93rd Ave	Martha St	End of Street
93rd Ave	Millen Dr	Julia Pl
103rd Ave	Durham Rd	Riverwood Ln
104th Ave	Durham Rd	Kent St
107th Ct	Titan Ln	End of Street
108th Ave	Tualatin Dr	Kent St
109th Pl	Chateau Ln	End of Street
Bonanza Wy	Riverwood Ln	Riverwood Ln
Chateau Ln	108th Ave	End of Street
Cook Ct	Serena Wy	End of Street
Copper Creek Dr	Riverwood Ln	End of Street
Greenland Dr	Riverwood Ln	Serena Wy
Grimson Ct	Serena Wy	End of Street
Julia Pl	93rd Ave	End of Street

2010 Slurry Sealed Street	From	To
Kent Ct	103rd Ave	End of Street
Kent Ct	Greenland Dr	End of Street
Kent Pl	Greenland Dr	End of Street
Kent St	103rd Ave	108th Ave
Keri Ct	104th Ave	End of Street
Martha St	92nd Ave	Copper Creek Dr
Meadowood Wy	Woodcrest Ave	Woodcrest Ave
Millen Dr	92nd Ave	Copper Creek Dr
Picks Ct	Serena Ct	End of Street
Picks Ct	Serena Wy	103rd Ave
Picks Wy	104th Ave	End of Street
River Dr	Tualatin Dr	Tualatin Dr
Riverwood Ln	Tualatin Dr	End of Street
Riverwood Pl	Riverwood Ln	End of Street
Serena Ct	Durham Rd	Serena Wy
Serena Wy	Serena Ct	Serena Ct
Sylvan Ct	Serena Wy	End of Street
Titan Ln	104th Ave	108th Ave
Tualatin Dr	108th Ave	Riverwood Ln
Waverly Dr	92nd Ave	End of Street
Woodcrest Ave	Riverwood Ln	Serena Wy
<u>135th/Walnut/ Morning Hill (Area # 1)</u>		
131rd Pl	Hawksbeard St	End of Street
132nd Ave	Walnut St	Rockingham Dr
132nd Ct	Benish St	End of Street
133rd Ave	131st Ave	End of Street
133rd Ave	Sheffield Cir	End of Street
133rd Pl	Brittany Dr	End of Street
134th Ave	133rd Ave	Benish St
134th Pl	Sheffield Cir	End of Street
134th Terr	Shore Dr	Brittany Dr
136th Ct	Walnut Ln	End of Street
138th Ave	Walnut Ln	Fern St
139th Ave	138th Ave	Marcia Dr
140th Terr	Northview Dr	Liden Dr
Ashbury Ln	Feiring Ln	Tallwood Dr
Benish St	Walnut St	133rd Ave
Benish St	Morning Hill Dr	131st Ave
Bouneff St	Morning Hill Dr	131st Ave
Brittany Dr	135th Ave	Winterlake Dr

2010 Slurry Sealed Street	From	To
Cehalem Ct	End of Street	End of Street
Chimney Ridge Ct	Morning Hill Dr	End of Street
Chimney Ridge St	Morning Hill Dr	131st Ave
Crane Ct	Tallwood Dr	End of Street
Crist Ct	Wilton Ave	End of Street
Eschmen Wy	Winterlake Dr	Hawksbeard St
Falcon Rise Dr	Morning Hill Dr	128th Ave
Feiring Ln	135th Ave	Swendon Lp
Fern St	135th Ave	138th Ave
Hawksbeard St	135th Ave	Summerlake Dr
Horizon Blvd	Ascension Dr	City Limits
Huntington Ave	Hawksbeard St	End of Street
Katherine St	131st Ave	Morning Hill Dr
Laurmont Ct	Shore Dr	End of Street
Laurmont Dr	Shore Dr	End of Street
Liden Dr	Marcia Dr	Cehalem Ct
Marcia Dr	Northview Dr	Liden Dr
Morning Hill Ct	Morning Hill Dr	End of Street
Morning Hill Dr	131st Ave	End of Street
Northview Dr	Walnut St	Marcia Dr
Rosy Ct	138th Ave	End of Street
Scottsbridge Dr	Morning Hill Dr	End of Street
Sheffield Cir	Brittany Dr	Brittany Dr
Shore Dr	Morning Hill Dr	Winterlake Dr
Springbrook Ln	Tallwood Dr	Barrows Rd
Stardust Ln	Liden Dr	Northview Dr
Swendon Lp	Feiring Ln	Feiring Ln
Tallwood Dr	Ashbury Ln	Bluestem Ct
Tamera Ln	Laurmont Dr	Laurmont Dr
Toland St	133rd Ave	Morning Hill Dr
Walnut Ln	End of Street	139th Ave
Westbury Terr	Wilton Ave	Morning Hill Dr
Wilton Ave	Liden Dr	Ashbury Ln

Attachment C Planned 2011 Paving Projects

- Slurry Seal
- Pavement Overlay
- Additional Overlay If Funding Allows



DATA SOURCES:
City of Tigard
Metro
Washington County

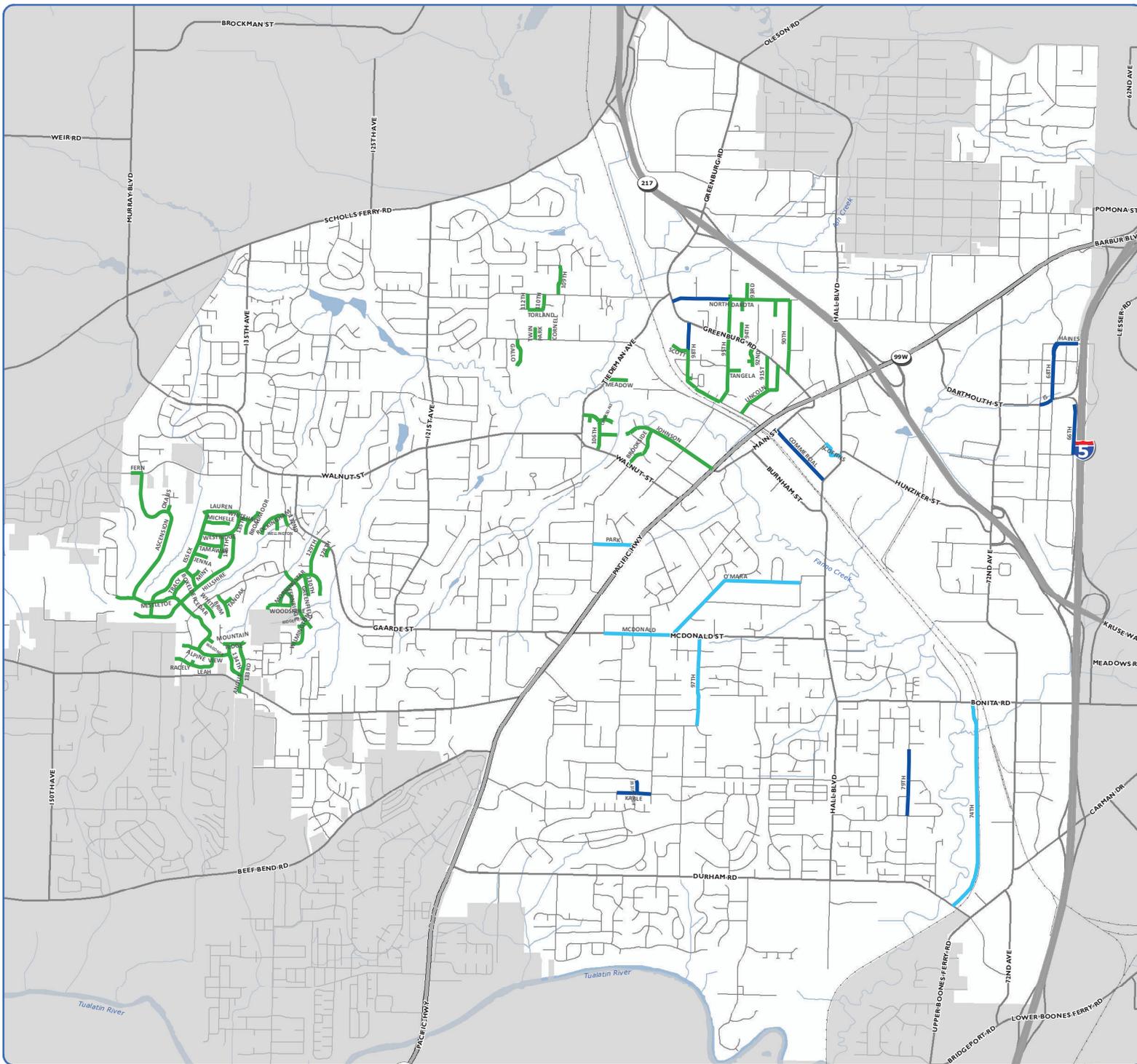
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**TIGARD
MAPS**



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FILE LOCATION: \\TIGARD\TIGARD\GIS\MAPS\PAVING



Attachment D

Paving Projects Planned for 2011 - Pavement Overlays

Estimates indicate the City will have approximately \$800,000 to spend on pavement overlays in the 2011 paving season. We anticipate these revenues will be adequate to fund the overlays listed in Table 1. However, the actual cost of these overlays will be affected by the price of asphalt and the construction bidding climate. It is possible some streets will be deleted from the pavement overlay list in order to keep the project within budget. On the other hand, the streets in Table 2 could be added to the pavement overlay list if bids are lower than expected.

Table 1

2011 Overlay Street	From	To
North Dakota St	95th Ave	Greenburg Rd
98th Ave	Scott Ct	Greenburg Rd
Commercial St	Main St	Hall Blvd
Kable St	103rd Ave	100th Ave
Hoodview St	200' N of Kable St	Kable St
79 th Ave	Ashford Ln	Hansen Ln
Dartmouth St	69th Ave (End Concrete)	68th Pkwy
68th Pkwy	Dartmouth St	Haines St
Haines St	68th Pkwy	I-5 Bridge
66 th Ave.	Franklin St.	End near Dartmouth St.

Table 2

2011 Possible Overlay Street	From	To
McDonald St	104th Ave	97th Ave
97th Ave	Murdock St	McDonald St
O'Mara St	McDonald St	Frewing St
Scoffins St	Ash Ave	Hall Blvd
Park St	Watkins Ave	Pacific Hwy 99W
74 th Ave	Durham Rd	Bonita Rd

Paving Projects Planned for 2011 – Slurry Seal Applications

Estimates indicate the City will spend approximately \$300,000 on slurry seal applications in Neighborhood Network Area 3 (northern central Tigard) and Area 13 (west Tigard, on the northern side of Bull Mountain).

2011 Slurry Seal Street	From	To
<u>North Central Tigard (Area #3)</u>		
90 th Ave	Greenburg Rd	North Dakota St
91st Ave	Greenburg Rd	92nd Ave
91 st Ct	North Dakota St	End of Street
91st Ave	Greenburg Rd	92nd Ave

92nd Ave	Greenburg Rd	End of Street
93rd Ave	North Dakota St	End of Cul-De-Sac
94th Ave	Greenburg Rd	End of Street
94 th Ave	North Dakota St	End of Cul-De-Sac
95 th Ave	Greenburg Rd	200' North of North Dakota St
95 th Ave	Greenburg Rd	Commercial St
98th Ave	Commercial St	Scott Ct
106 th Pl	Walnut St	Tiedeman Ave
109th Ave	North Dakota St	Geneva St
110 th Pl	North Dakota St	Torland St
112th Ave	North Dakota St	Torland St
Brookside Ave	Johnson St	Walnut St
Clydesdale Ct	106 th Pl	End of Street
Clydesdale Pl	106 th Pl	End of Street
Commercial St	95 th Ave	98 th Ave
Cornell Pl	Tigard St	End of Cul-De-Sac
Gallo Ave	Tigard St	End of Street
Johnson St	Pacific Hwy 99W	End of Street
Johnson St	106 th Pl	End of Street
Lincoln Ave	Greenburg Rd	Commercial St
London Ct	98Th Ave	145' east of 98th Ave
Meadow St	Tiedman Ave	End of Street
North Dakota St	90Th Ave	95th Ave
Scott Ct	98Th Ave	End of Street
Tangela Ct	92nd Ave	End of Street
Tangela Ct	95th Ave	End of Street
Torland St	112TH Ave	110TH Pl
Twin Park Pl	Tigard St	End of Cul-De-Sac
Bull Mountain (Area #13)		
128 th Pl	Gaarde St	End of Street
129th Ave	Morningstar Dr	Gaarde St
130 Pl	Morningstar Dr	End of Street
132nd Ave	Greenfield Dr	Rockingham Dr
133rd Ave	Bull Mtn Rd	Mountain Ridge Ct
134th Ave	Mountain Ridge Ct	133rd Ave
135th Ave	Hillshire Dr	Lauren Ln
136th Ave	Westridge Terr	End of Street
Alpine View Ct	Benchview Terr	End of Street
Alpine View	Benchview Terr	134th Ave
Alpine View	133rd Ave	130' east of 133rd Ave
Angus Pl	Bull Mtn Rd	End of Street

Ascension Dr	Mistletoe Dr	Fern St
Boxelder St	Essex Dr	Hillshire Dr
Brim Pl	Benchview Terr	End of Street
Broadmoor Pl	End	End of Street
Edgefield Terr	Woodshire Ln	End of Street
Essex Dr	Mistletoe Dr	Lauren Ln
Essex Dr	Hillshire Dr	Mistletoe Dr
Fern St	City Limits	100' east of Ascension Dr
Fernridge Terr	Morningstar Dr	End of Street
Greenfield Dr	Benchview Terr	End of Street
Hillshire Dr	135 th Ave	End of Street
Jenna Ct	Essex Dr	End of Street
Lauren Ln	Essex Dr	135th Ave
Leah Terr	Alpine View	End of Street
Michelle Ct	Essex Dr	End of Street
Mint Pl	Boxelder St	End of Street
Mistletoe Dr	Powerline near Nahcotta Dr	Alpine View Dr
Morningstar Dr	Woodshire Ln	End of Street
Mountain Ridge Ct	End	End of Street
Oxalis Terr	Ascension Dr	175' north of Ascension Dr
Racely Pl	Leah Terr	End of Street
Ridgefield Ln	Greenfield Dr	west end of street
Rockingham Dr	132ND Ave	End of Street
Tamaway Ln	Essex Dr	136th Ave
Tanoak Ct	Brim Pl	End of Street
Tracy Pl	Hillshire Dr	End of Street
Wagoner Pl	Mistletoe Dr	End of Street
Wellington Pl	Rockingham Dr	End of Street
Westridge Terr	Essex Dr	135th Ave
White Cedar Pl	Benchview Terr	End of Street
Whitehall Ln	135 th Ave	Broadmoor Pl
Wilmington Ln	Ridgefield Ln	110' east of 131st Terr
Woodshire Ln	Edgefield Terr	Fernridge Terr

AIS-550

Item #: 3. C.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: Resolution to Appoint Tigard Library Board Members Laura Cadiz, Dan Snyder, and John Storhm, and Alternates Stephanie Carter and Katie Harris

Prepared For: Margaret Barnes

Submitted By:

Alison Grimes
Library

Item Type: Motion Requested
Resolution

Meeting Type:

Consent Agenda

ISSUE

Approval of the Mayor's Appointment Advisory Council's appointment of two (2) new Tigard Library Board members, the reappointment of one (1) Library Board member and the appointment of two (2) alternates.

Reappoint John Storhm as member.

Appoint Laura Cadiz and Dan Snyder as members.

Appoint Katie Harris and Stephanie Carter as alternates.

STAFF RECOMMENDATION / ACTION REQUEST

Recommend approval by City Council of the Mayor's Appointment Advisory Council choices for Tigard Library Board members and alternates.

KEY FACTS AND INFORMATION SUMMARY

See attached biographies.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

City Council previously approved the appointment of new Board members and alternates for the Tigard Library Board on July 14, 2009.

Fiscal Impact

Fiscal Information:

None.

Attachments

Resolution

Brief Biographies

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 11-24

A RESOLUTION REAPPOINTING JOHN STORHM TO A FOUR-YEAR TERM AS A BOARD MEMBER, APPOINTING LAURA CADIZ AND DAN SNYDER TO FOUR-YEAR TERMS AS BOARD MEMBERS AND APPOINTING KATIE HARRIS AND STEPHANIE CARTER FOR TWO-YEAR TERMS AS ALTERNATES TO THE TIGARD LIBRARY BOARD.

WHEREAS, John Storhm, Dan Snyder, Laura Cadiz, Katie Harris and Stephanie Carter have expressed interest in serving on the Tigard Library Board; and

WHEREAS, Mr. Storhm, Mr. Snyder, Ms. Cadiz, Ms. Harris and Ms. Carter were interviewed by the Mayor's Appointments Advisory Committee on either Monday, June 13 or Tuesday, June 14 and all have agreed to serve.

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

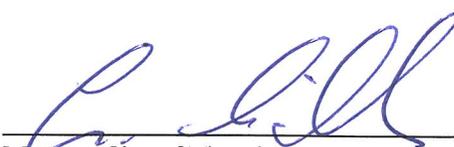
SECTION 1: John Storhm is hereby reappointed to the Tigard Library Board as a Member for a term of four (4) years, effective July 1, 2011 through June 30, 2015; and

SECTION 2: Laura Cadiz and Dan Snyder are hereby appointed to the Tigard Library Board as Members for terms of four (4) years effective July 1, 2011 through June 30, 2015; and

SECTION 3: Katie Harris and Stephanie Carter are hereby appointed as Alternates for terms of two (2) years, effective July 1, 2011 through June 30, 2013.

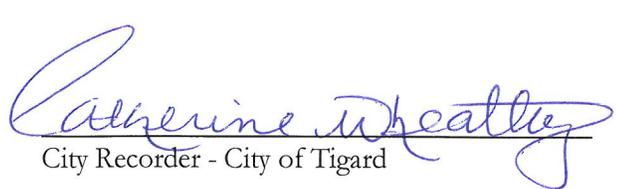
SECTION 4: This resolution is effective immediately upon passage.

PASSED: This 28th day of June, 2011.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

Library Board Appointments Brief Biographies

Reappointment of Member

John Storhm

- Self-employed (Burned Books Publishing)
- Member American Booksellers Association
- Previous Library Board member in Cleveland Heights, Ohio

Appointment of New Members

Laura Cadiz

- B.A (University of Oregon)
- JD (Lewis and Clark Law School)
- Assistant Attorney General, Oregon Department of Justice

Dan Snyder

- Telecom Services broker
- Associate Publisher/Editor
- B.S., Journalism

Appointment of Alternates

Stephanie Carter

- Master of Librarianship (University of Washington)
- Masters in Public Administration (Evergreen State College)
- JD (Willamette University)
- Full-time attorney

Katie Harris

- B.A., Anthropology and Environmental Studies
- MPH (Health Management and Policy)
- Operations Technical Specialist with Volunteers of America Oregon

AIS-501

Item #: 3. D.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: Resolution Declaring the "Remnant Triangle" Property as Surplus Property and Authorizing the Transfer of the Property

Prepared For: Kim McMillan

Submitted By:

Ted Kyle
Public Works

Item Type: Resolution

Meeting Type:

Consent Agenda

ISSUE

Shall the City Council adopt a resolution declaring the "remnant triangle" property as surplus, authorizing the property transfer, and authorizing the City Manager undertake all tasks and execute all documents related to the property transfer.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Council adopt the resolution.

KEY FACTS AND INFORMATION SUMMARY

Background

- The City purchased a triangular piece of property for the Burnham Street Reconstruction project.
- After right-of-way dedication was made along the frontage of this property, a smaller "remnant triangle," of approximately 3500 square feet, remained. A map of the remnant triangle is attached.
- This remnant triangle is comprised of a 1,800-square-foot landscaped area and a 1,700-square-foot paved area with a driveway used by Frontier, the City and the Matsumotos.
- The paved area is encumbered by a joint access easement and a maintenance agreement between Frontier, the Matsumotos and the City of Tigard. The easement guarantees the parties continued driveway access, irrespective of who owns the property.
- The remnant parcel cannot be developed, and the landscaped portion will require ongoing maintenance.
- There is no reason for the City to retain ownership of the remnant triangle.

Disposal of the Property

- The only privately owned properties adjacent to the remnant triangle are owned by William and Nina Matsumoto and Frontier Communications.
- The City considered dividing the remnant triangle and offering half the property to Frontier and half to the Matsumotos. Frontier declined ownership. The Matsumotos have expressed an interest in taking ownership of the property and maintaining the landscaped area.
- Because the property cannot be developed, is of negligible value, and represents an ongoing maintenance issue for the City, staff proposes the property be transferred to the Matsumotos free of charge. Additionally, the City would pay for and cooperate with the Matsumotos in filing a lot line consolidation application.
- Tigard Municipal Code 3.44.010 outlines the process for the disposal of substandard undeveloped property such as the remnant triangle. The City's real estate attorney has reviewed the resolution and is overseeing the process to dispose of the property.
- The attached resolution, if approved, will:
 - Declare the remnant triangle as surplus property.
 - Authorize the property transfer to the Matsumotos.
 - Authorize the City Manager to sign all other documents pertaining to the transfer.
- No one, besides the Matsumotos, has expressed an interest in this parcel.

OTHER ALTERNATIVES

The Council could decide not to adopt the resolution and could propose some other course of action to dispose of the property. Otherwise, the property will remain in City ownership. If the City retains ownership, it would be responsible for the ongoing maintenance of the property.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

None

DATES OF PREVIOUS COUNCIL CONSIDERATION

This item was discussed in Executive Session at the Council's May 24, 2011, meeting.

Fiscal Impact

Cost: \$5,000

Budgeted (yes or no): Yes

Where Budgeted (department/program): Downtown CIP - Burnham Street Reconstruction

Additional Fiscal Notes:

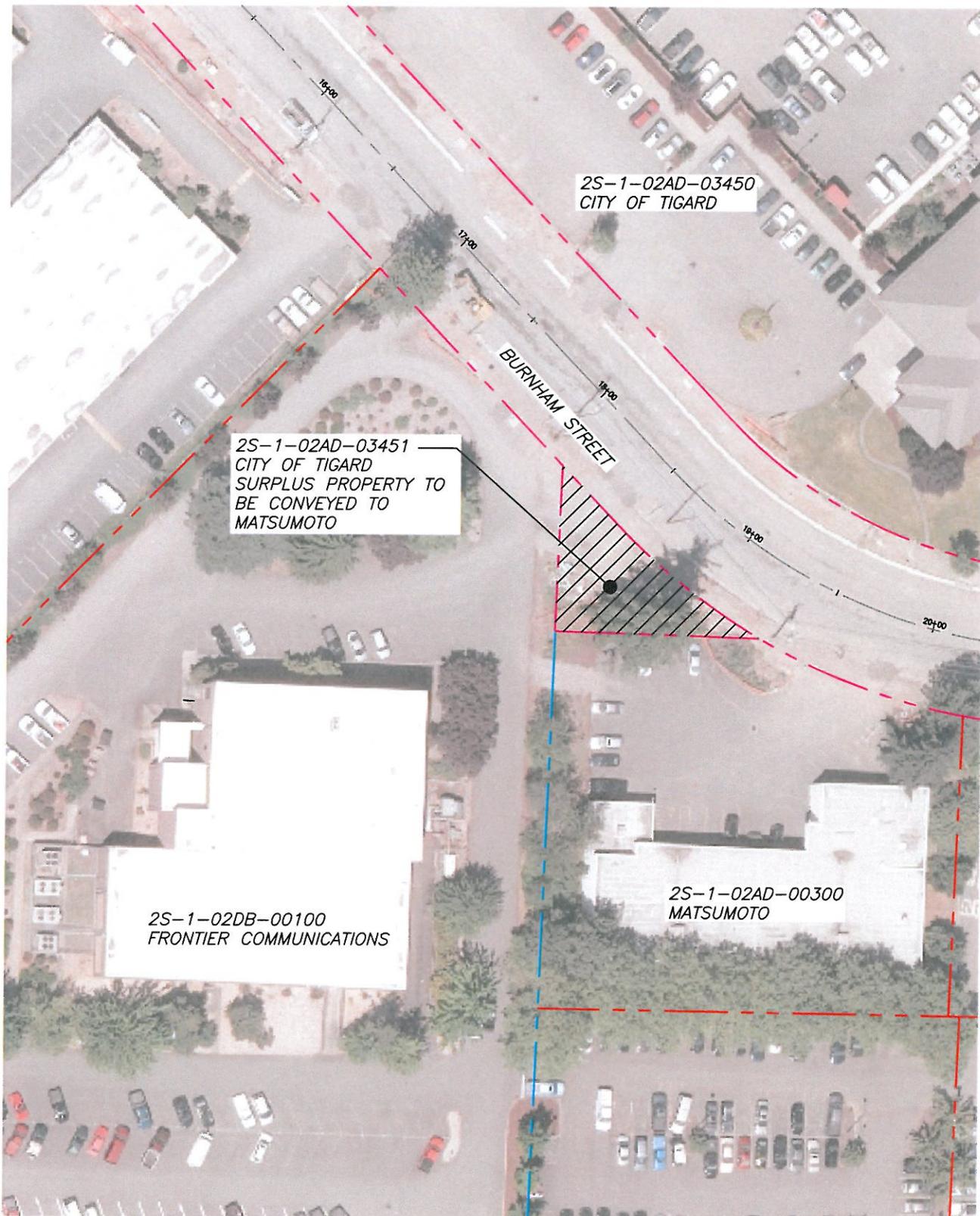
Staff estimates legal fees and other costs associated with the property transfer will total less than \$5,000.

There are sufficient funds remaining in the Burnham Street Reconstruction project to cover these costs.

Attachments

Map of Remnant Triangle

Resolution



2S-1-02AD-03450
CITY OF TIGARD

2S-1-02AD-03451
CITY OF TIGARD
SURPLUS PROPERTY TO
BE CONVEYED TO
MATSUMOTO

2S-1-02DB-00100
FRONTIER COMMUNICATIONS

2S-1-02AD-00300
MATSUMOTO

EXHIBIT 'A' CITY OF TIGARD SURPLUS
PROPERTY TRANSFER TO MATSUMOTO



CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 11- 25

A RESOLUTION DECLARING THE “REMNANT TRIANGLE” AS SURPLUS PROPERTY AND AUTHORIZING THE TRANSFER OF THE SURPLUS PROPERTY TO WILLIAM AND NINA MATSUMOTO

WHEREAS, the City of Tigard (“City”) owns certain real property located in the City and described on the attached and incorporated Exhibit A; and

WHEREAS, the final realignment of Burnham Street resulted in the “remnant triangle” property (“Property”) adjacent to 8770 Burnham Street; and

WHEREAS, the Property is defined as substandard undeveloped property according to the Tigard Municipal Code Chapter 3.44.005 paragraph A; and

WHEREAS, the Tigard Municipal Code Chapter 3.44.010 describes the process to dispose of property such as this; and

WHEREAS, the City has determined that no public purpose would be furthered by City retaining ownership of the Property; and

WHEREAS, notification of the property transfer was sent to the adjacent property owners within 250 feet of the surplus property as described by Tigard Municipal Code Chapter 3.44.010; and

WHEREAS, the City desires to convey the Property to William and Nina Matsumoto (“Matsumotos”), for no monetary consideration, but subject to the reservation of an easement for emergency vehicle purposes (“Easement”), and the Matsumotos desire to accept the conveyance of the Property subject to the said Easement; and

WHEREAS, the City further desires and the Matsumotos have agreed that the City, as part of the terms of the conveyance of the Property set forth in the Real Property Conveyance and Driveway Agreement and Escrow Instructions, attached and incorporated as Exhibit B (“Agreement”), will cooperate and pay for a lot line consolidation of the Property with adjacent property owned by the Matsumotos; and

WHEREAS, the City has determined that the conveyance of the Property subject to the terms of the Agreement will further the public interest.

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

SECTION 1: The Property is defined as substandard and undeveloped.

SECTION 2: The Property is hereby declared surplus.

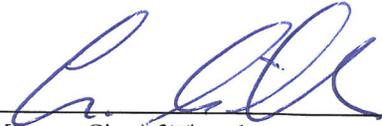
SECTION 3: The transfer of the Property, subject to the terms of the Agreement, is declared to be in the public interest.

SECTION 4: The terms of the Property transfer, as set forth in the Agreement, and the form of the Agreement, are hereby approved, and City Manager is directed to proceed with the transfer of the Property in accordance with TMC 3.44.010 and to finalize negotiations and execute the Agreement and deposit same in escrow for closing as required therein.

SECTION 5: The City Manager is authorized to undertake all other tasks and execute all other agreements and documents necessary to fulfill the terms of the Agreement, including but not limited to executing Easement documents and a deed.

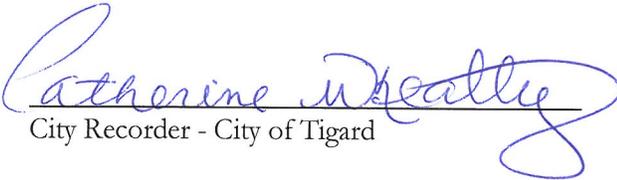
SECTION 6: This resolution is effective immediately upon passage.

PASSED: This 28th day of June 2011.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

Exhibit A

EXHIBIT A

File 011B-1
2S-1-02AD-03451
Tigard Water District
4/21/2008

Westerly Remnant of Tax Lot 03451

A parcel of land lying in the NE¼ of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described as Parcel I in that Contract to Tigard Water District recorded as Microfilm Document No. 84-25846 of the Washington County Book of Records; the said parcel being that portion of said property described as follows:

Beginning at a point on the south line of said Parcel I, which point bears South 88°09'25" East, a distance of 3.74 feet from the most southwesterly corner of said Parcel I; thence North 46°43'53" East, a distance of 55.23 feet to a point which is 37.50 feet right of Engineer's center line Station 18+67.97 of relocated Burnham Street; thence northwesterly and parallel with the center line of relocated Burnham Street, on the arc of a 312.50 foot radius non tangent curve right, through a central angle of 03°53'40", a distance of 21.24 feet (chord bears North 45°13'01" West, a distance of 21.24 feet); thence continuing parallel with the center line of relocated Burnham Street, North 43°16'11" West, a distance of 37.50 feet to the west line of said Parcel I; thence South 02°16'24" West, a distance of 80.06 feet to the most southwesterly corner of said Parcel I; thence South 88°09'25" East, a distance of 3.74 feet to the Point of Beginning.

The center line of relocated Burnham Street is described as follows:

Beginning at Engineer's center line Station 1+00.00, 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, W.M.; thence South 43°16'11" East, a distance of 1749.28 feet; thence along the arc of a 275.00 foot radius curve left, through a central angle of 62°56'27", a distance of 302.09 feet (chord bears South 74°44'24" East, a distance of 287.13 feet); thence North 73°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.

This parcel contains 1,755 square feet, more or less.

EXHIBIT "A"

Easterly Remnant of Tax Lot 03451

A parcel of land lying in the NE $\frac{1}{4}$ of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described as Parcel I in that Contract to Tigard Water District recorded as Microfilm Document No. 84-25846 of the Washington County Book of Records; the said parcel being that portion of said property described as follows:

Beginning at a point on the south line of said Parcel I, which point bears South 88°09'25" East, a distance of 3.74 feet from the most southwesterly corner of said Parcel I; thence North 46°43'53" East, a distance of 55.23 feet to a point which is 37.50 feet right of Engineer's center line Station 18+67.97 of relocated Burnham Street; thence southeasterly and parallel with the center line of relocated Burnham Street, on the arc of a 342.50 foot radius non tangent curve left, through a central angle of 12°38'08", a distance of 68.92 feet (chord bears South 53°28'55" East, a distance of 88.78 feet) to the south line of said Parcel I; thence North 88°09'25" West, a distance of 95.54 feet to the Point of Beginning.

The center line of relocated Burnham Street is described as follows:

Beginning at Engineer's center line Station 1+00.00, 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, W.M.; thence South 43°16'11" East, a distance of 1749.28 feet; thence along the arc of a 275.00 foot radius curve left, through a central angle of 62°56'27", a distance of 302.09 feet (chord bears South 74°44'24" East, a distance of 287.13 feet); thence North 73°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.

This parcel contains 1,782 square feet, more or less.

Exhibit B

**REAL PROPERTY CONVEYANCE AND DRIVEWAY AGREEMENT
AND
ESCROW INSTRUCTIONS**

BETWEEN: City of Tigard, (“City”)
a political subdivision of the State of Oregon

AND: William Y. Matsumoto and Nina K. Matsumoto (collectively, “Matsumoto”)

DATED: _____, 2011 (“Effective Date”)

RECITALS

A. City owns certain real property located in the city of Tigard, Washington County, Oregon, which real property is more fully described on Exhibit A attached hereto (the “City Property”).

B. Matsumoto owns certain real property located in the city of Tigard, Washington County, Oregon, which real property is more fully described on Exhibit B attached hereto (the “Matsumoto Property”).

C. The Matsumoto Property is located on, and has access to, SW Burnham Street. City currently plans to construct certain improvements to SW Burnham Street, including a new median. The new median will prevent a left turn onto SW Burnham Street from the Matsumoto Property. Matsumoto has agreed to narrow its current access to SW Burnham Street (the “Existing Driveway”) and to limit the Existing Driveway to a right-turn exit only, subject to the completion by City of a new driveway, as set forth more fully below.

D. The new driveway to be constructed by City pursuant to that certain Reciprocal Easement Agreement for Access (the “REA”) dated October 18, 2010, among City, Matsumoto, and Frontier Communications Northwest Inc. (“Frontier”) will be a common driveway for the use of the Matsumoto Property, the City Property, and the property located adjacent and to the west of the Matsumoto Property, which is owned by Frontier.

E. At Closing (defined in Section 1.3 below), City will convey the City Property to Matsumoto and the City Property will be consolidated with the Matsumoto Property.

F. In order to facilitate the common driveway and the Burnham Street improvements, Matsumoto has previously granted certain easements and a dedication.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

**ARTICLE 1
DEFINED TERMS**

1.1 **Business Day.** Any day other than a Saturday, Sunday, or legal holiday in the State of Oregon.

1.2 **City Property Deed.** The deed which shall be used to convey the City Property from City to Matsumoto, which shall be a statutory form bargain and sale deed.

1.3 **Close; Closing.** The process described in Article 7 of this Agreement.

1.4 **Closing Date.** Closing shall occur within thirty (30) days after the conditions precedent to Closing are satisfied, including those set forth in Sections 3.1 and 3.2, or such other date as mutually agreed upon by the parties.

1.5 **Escrow Holder.** Chicago Title Insurance Company, located at 16100 NW Cornell Rd., Ste. 110, Beaverton, OR 97006, Attn: Janet Paradis.

1.6 **Escrow.** The escrow opened by Escrow Holder pursuant to this Agreement.

1.7 **Final Approval.** The final approval by City of any consolidation or lot line adjustment application, with any and all appeals being resolved in the applicant's favor, and all available appeal periods having expired.

**ARTICLE 2
OPENING OF ESCROW; CLOSING DOCUMENTS**

2.1. **Opening of Escrow.** On the Effective Date, Matsumoto and City shall open Escrow by depositing with Escrow Holder a photocopy of this fully executed Agreement for use as escrow instructions, and Escrow Holder shall execute the Consent of Escrow Holder attached to this Agreement and deliver a fully executed consent to each of Matsumoto and City. If there is any inconsistency between the provisions of the Escrow Holder's general conditions and this Agreement, the provisions of this Agreement shall control.

2.2. **Matsumoto's Closing Documents.** On or before Closing, Matsumoto shall deliver (i) the REA Amendment (as defined in Section 3.1) and (ii) all documents and instruments reasonably requested by Escrow Holder.

2.3. **City's Closing Documents.** On or before the Closing Date, City shall deliver (i) the City Property Deed, (ii) the REA Amendment, and (iii) all other documents and instruments reasonably requested by Escrow Holder. City shall deliver possession of the City Property to Matsumoto at Closing.

**ARTICLE 3
REA AMENDMENT; CONSOLIDATION; EXISTING DRIVEWAY**

3.1. **REA Amendment.** At Closing, the REA shall be amended by Matsumoto, the City, and Frontier to reserve an access easement in favor of the City for emergency vehicle purposes,

as if the City had retained the City Property (the “REA Amendment”). The REA Amendment shall be in the form and as set forth in Exhibit C attached hereto.

3.2. Conveyance of City Property; Consolidation. Within ten (10) days after the Effective Date, Matsumoto shall apply (the “Consolidation Application”) for a lot line adjustment or consolidation of the City Property into the Matsumoto Property (collectively, the “Consolidation”). City shall pay all costs associated with the Consolidation Application and shall cooperate with the submission of such application. If the Consolidation Application does not receive Final Approval within sixty (60) days after the Effective Date, either party may terminate this Agreement by written notice to the other within five (5) days thereafter. Provided Final Approval has been obtained, at Closing City shall convey the City Property to Matsumoto and Matsumoto and City shall execute and deliver all documents necessary to effect the Consolidation concurrently with Closing.

3.3. Existing Driveway. Following the Completion of Construction (as defined in Section 4.3 below), Matsumoto shall use the Existing Driveway as a right-turn exit only. The provisions of this paragraph shall survive Closing.

ARTICLE 4 CONSTRUCTION OF DRIVEWAY AND PARKING LOT IMPROVEMENTS

4.1. Driveway and Parking Lot Improvements. Following Closing, City shall, at its sole cost and expense, (i) reconstruct the Existing Driveway located on the Matsumoto Property to a width of eighteen (18) feet, as shown on sheet C7 of the Burnham Street Plan and Profile dated May 9, 2008 (the “Existing Driveway Area”), and (ii) pave, landscape, and stripe the parking area (the “Parking Area”) on the Matsumoto Property, which shall substantially conform to the plan attached hereto as Exhibit D. The work described in this Section 4.1 shall be collectively called the “Improvements”.

4.2. Permits. City shall be responsible, at its sole cost and expense, for any and all permits (“Permits”) required in connection with the Improvements.

4.3. Construction. Following commencement of construction of the Improvements, including without limitation any grading or clearing work, City shall complete construction of the Improvements within twelve (12) months thereafter. Completion of Construction of the Improvements (“Completion of Construction”) shall be deemed to have occurred when the Improvements are suitable to be used for their intended purpose. City shall perform all work related to the Improvements (i) in a good and workmanlike manner, and (ii) in accordance with all applicable laws, codes, regulations, restrictions, rules, ordinances, and Permits.

4.4. Mechanic’s Liens. City shall not permit any claim, lien, or other encumbrance arising from activities performed pursuant to this Agreement to accrue against or attach to the Matsumoto Property. If, however, any such lien does so attach, City shall cause such lien to be released or bonded within forty-five (45) days after receiving notice thereof.

4.5. Mutual Indemnities. CITY AGREES TO INDEMNIFY AND HOLD HARMLESS MATSUMOTO FROM ANY AND ALL LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS’ FEES) WHICH MATSUMOTO MAY

SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, LIENS, JUDGMENTS, OR AWARDS, INCLUDING MECHANIC'S OR MATERIALMAN'S LIENS, AGAINST MATSUMOTO OR THE MATSUMOTO PROPERTY ARISING OUT OF OR AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY IN THE ACTIVITIES PERFORMED BY IT PURSUANT TO THIS AGREEMENT, OR ANY BREACH BY CITY OF THE TERMS OF THIS AGREEMENT. MATSUMOTO AGREES TO INDEMNIFY AND HOLD HARMLESS CITY FROM ANY AND ALL LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH CITY MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, LIENS, JUDGMENTS OR AWARDS AGAINST CITY OR ITS AGENTS ARISING OUT OF OR AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MATSUMOTO IN THE ACTIVITIES PERFORMED BY IT PURSUANT TO THIS AGREEMENT, OR ANY BREACH BY MATSUMOTO OF THE TERMS OF THIS AGREEMENT. The obligations of City and Matsumoto set forth in this paragraph shall survive any termination of this Agreement.

4.6. Impact Fees. City shall be responsible for all impact fees or system development charges related to the Improvements.

4.7. Temporary Construction Easement for Improvements. Effective as of the Closing Date, Matsumoto hereby grants to City, and its successors and assigns, a temporary, nonexclusive easement over and across the Existing Driveway Area and the Parking Area, for the sole purpose of constructing the Improvements (the "Construction Easement"). The Construction Easement shall automatically terminate upon completion of the Burnham Street improvement project.

4.8. Contingency for Existing Driveway. If Closing does not occur for any reason, Matsumoto agrees that access to SW Burnham Street from the Matsumoto Property will be limited to the Existing Driveway, and will be right-in, right-out only.

4.9. Vacation. On or before Closing, City shall, at its sole cost and expense, vacate the portion of SW Burnham Street that is located one-half of one foot (0.5') behind the sidewalk to be constructed as a part of the SW Burnham Street improvements. The area to be vacated is legally described and shown on Exhibit E attached hereto.

4.10. Survival. The provisions of Sections 4.1 through 4.8 above shall survive Closing.

ARTICLE 5 AS-IS, WHERE IS

5.1. Disclaimer of Warranties and Representations; AS-IS, WHERE IS, WITH ALL FAULTS. The City Property shall be conveyed to, and accepted by, Matsumoto at Closing in its then-present condition, AS-IS, WHERE IS, WITH ALL FAULTS, and without any warranty whatsoever, express or implied, except for any warranty of title to be contained in the City Property Deed. Matsumoto acknowledges that (i) it is acquiring the City Property AS-IS, WHERE IS, WITH ALL FAULTS; (ii) it will have made or performed any and all tests, surveys, or other examinations of the City Property as Matsumoto deems necessary prior to Closing; and (iii) it shall rely solely on its own inspection, examination, and evaluation of the

City Property in assessing and determining the condition of the City Property. City and City's agents have not made, are not now making, and specifically hereby disclaim, any and all warranties and representations of any kind, express or implied, oral or written, with respect to the City Property. The provisions of this paragraph shall survive Closing.

ARTICLE 6 PRORATED FEES AND COSTS

6.1. Prorations. As of the Closing Date, Escrow Holder shall prorate between the parties, based on the latest information available to Escrow Holder, all taxes, bonds, and assessments ("Taxes") for the City Property, except as provided in Section 6.2 below. If, after the Closing, either party receives a bill for any Taxes, the parties agree that the Taxes shall be prorated between the parties as of the Closing Date, the party receiving the bill for the Taxes shall notify the other party in writing of the amount of such Taxes, and the party receiving that notice shall pay its prorated share of such Taxes within thirty (30) days of demand therefore, but not later than ten (10) days prior to delinquency. The provisions of the prior sentence shall survive Closing. Each party shall pay its own attorneys' fees incurred in connection with this Agreement (subject to Section 11.1 below).

6.2. Ad Valorem Taxes. Any taxes or additional penalties that would be due as a result of removal of the City Property from any tax deferral program shall be charged to and paid by Matsumoto as though the City Property were removed from such program on the Closing Date. The provisions of this Section 6.2 shall survive Closing.

6.3. City's Fees and Costs. City shall pay (i) the Escrow Holder's escrow fee, and (ii) recording fees for the City Property Deed and all other documents recorded at Closing.

ARTICLE 7 CLOSING

7.1. Closing. Escrow Holder shall close Escrow on the Closing Date by (i) recording the City Property Deed and the REA Amendment, and (ii) delivering funds and documents as set forth in Article 8 below, if and only if each of the conditions set forth below have been satisfied:

7.1.1. Funds and Instruments. All funds and instruments required pursuant to this Agreement have been delivered to Escrow Holder, executed and acknowledged as applicable.

7.1.2. Satisfaction of Conditions Precedent. Each of the conditions precedent set forth in the Agreement have been either satisfied or waived.

7.1.3. Liens and Encumbrances. All liens and encumbrances required to be paid by City have been paid and satisfied at City's sole expense, including without limitation any deed of trust or mortgage affecting the City Property.

**ARTICLE 8
RECORDATION AND DISTRIBUTION OF FUNDS AND DOCUMENTS**

8.1. Recorded Documents. Escrow Holder shall cause the County Recorder of Washington County, Oregon, to mail the City Property Deed, after recordation, to Matsumoto, and the REA Amendment, after recordation, to City.

8.2. Conformed Copies. As soon as possible after Closing, Escrow Holder shall deliver to City and Matsumoto (i) a copy of each recorded document, conformed to show recording date, (ii) a copy of each non-recorded document received hereunder by Escrow Holder, and (iii) copies of all documents deposited into Escrow.

**ARTICLE 9
DEFAULT AND REMEDIES**

9.1. Matsumoto's Default. If Matsumoto breaches this Agreement, which breach Matsumoto fails to cure within ten (10) days after receipt of written notice thereof from City, Matsumoto shall be in default under this Agreement. In the event of Matsumoto's default, City shall be entitled, as City's sole and exclusive remedy, to terminate this Agreement. If Closing does not occur solely due to Matsumoto's default, Matsumoto shall pay all Escrow cancellation charges. The provisions of this paragraph shall survive Closing or any termination of this Agreement.

9.2. City's Default. If City breaches this Agreement, which breach or default City fails to cure within ten (10) days after receipt of written notice thereof from Matsumoto, then City shall be in default of this Agreement. In the event of City's default, Matsumoto shall be entitled, as Matsumoto's sole and exclusive remedy, to terminate this Agreement. If Closing does not occur solely due to City's default, City shall pay all Escrow cancellation charges. The provisions of this paragraph shall survive Closing or any termination of this Agreement.

9.3. Other Failure. If this Agreement is terminated in accordance with any provision herein that authorizes termination other than upon default of a party, then City shall pay the Escrow cancellation charges. The parties shall immediately sign such instructions and other instruments as may be necessary to effect the cancellation of the Escrow. Notwithstanding the foregoing or any other provision in this Agreement, this Section 9.3 shall not be applicable to any default or termination of this Agreement that is brought about or occasioned by the willful act, willful failure to act, or intentionally fraudulent representation, warranty, or misrepresentation of Matsumoto or City.

**ARTICLE 10
ASSIGNMENT**

Matsumoto may not assign or otherwise transfer any of its rights or obligations under this Agreement without City's prior written consent.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Attorney Fees. If any action is instituted between City and Matsumoto in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including, without limitation, attorneys' fees and costs as fixed by the court therein, at trial or on appeal. In addition, if either party incurs attorneys' fees or costs in successfully enforcing any rights of indemnification set forth herein, such attorneys' fees and costs shall be recoverable from the other party hereto.

11.2. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

11.3. Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party as draftsman of the agreement, but shall be construed as if both parties prepared this Agreement jointly.

11.4. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

11.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and, except as otherwise provided herein, all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

11.6. Gender and Number. The use herein of (i) the neuter gender includes the masculine and the feminine and (ii) the singular number includes the plural, whenever the context so requires.

11.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon. Venue for any dispute shall be in Washington County, Oregon.

11.8. Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by City and Matsumoto.

11.9. Notice. Any notice or document to be given pursuant to this Agreement must be delivered either in person, deposited in the United States mail duly certified or registered, return receipt requested with postage prepaid, by Federal Express or other similar overnight delivery service marked for next Business Day delivery, or by facsimile with confirmation, to the parties listed below. Any party listed below may designate a different address, which shall be substituted for the one specified below, by written notice to the others.

If to City:	City of Tigard Kim McMillan 13125 SW Hall Blvd Tigard OR 97223 Fax: (503) 624-0752
-------------	--

with a copy to : Jeff Bennett
 Jordan Schrader Ramis PC
 Two Centerpointe Dr 6th Fl
 Lake Oswego OR 97035
 Fax: (503) 598-7373

If to Matsumoto: William and Nina Matsumoto
 8770 SW Burnham St
 Tigard OR 97223

with a copy to: David Feinauer, Agent
 10186 SW Laurel St
 Beaverton OR 97005
 Fax: (503) 644-2700

11.10. Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

11.11. Successors and Assigns. Subject to limitations expressed elsewhere herein, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors or assigns of the parties hereto. As used in the foregoing, “successors” shall refer to the parties’ interest in the City Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.

11.12. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

11.13. Legal Representation. Matsumoto acknowledges that this is a legal document and that Matsumoto has been advised to obtain the advice of legal counsel in connection with its review and execution of this Agreement. Matsumoto covenants that it will not deny the enforceability of this Agreement on the basis that Matsumoto elects not to obtain legal counsel to review and approve this Agreement.

11.14. Waiver. No waiver by Matsumoto or City of a breach of any of the terms, covenants, or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained. No waiver of any default by Matsumoto or City hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Matsumoto or City to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party’s consent or approval to or of any subsequent similar acts by the other party.

11.15. Negation of Agency, Partnership. No provision of this Agreement shall be construed as making either party an agent or partner of the other party.

11.16. Statutory Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

11.17. Extension of Time. If the date for Closing, giving notice, or performing any other obligation under this Agreement falls on a day that is not a Business Day, then the time for performance shall be extended to the next Business Day.

11.18. Joint and Several. If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY

MATSUMOTO

CITY OF TIGARD, a political subdivision of
the State of Oregon

William Y. Matsumoto

By: _____

Nina K. Matsumoto

Name: _____

Title: _____

Exhibit A – City Property
Exhibit B – Matsumoto Property
Exhibit C – REA Amendment
Exhibit D – Parking Area Plan
Exhibit E – Area of SW Burnham Street Vacation

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be the Escrow Holder under said Agreement, and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned.

Dated: _____, 2011.

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

EXHIBIT A

File 011B-1
2S-1-02AD-03451
Tigard Water District
4/21/2008

Westerly Remnant of Tax Lot 03451

A parcel of land lying in the NE¼ of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described as Parcel I in that Contract to Tigard Water District recorded as Microfilm Document No. 84-25846 of the Washington County Book of Records; the said parcel being that portion of said property described as follows:

Beginning at a point on the south line of said Parcel I, which point bears South 88°09'25" East, a distance of 3.74 feet from the most southwesterly corner of said Parcel I; thence North 46°43'53" East, a distance of 55.23 feet to a point which is 37.50 feet right of Engineer's center line Station 18+67.97 of relocated Burnham Street; thence northwesterly and parallel with the center line of relocated Burnham Street, on the arc of a 312.50 foot radius non tangent curve right, through a central angle of 03°53'40", a distance of 21.24 feet (chord bears North 45°13'01" West, a distance of 21.24 feet); thence continuing parallel with the center line of relocated Burnham Street, North 43°16'11" West, a distance of 37.50 feet to the west line of said Parcel I; thence South 02°16'24" West, a distance of 80.06 feet to the most southwesterly corner of said Parcel I; thence South 88°09'25" East, a distance of 3.74 feet to the Point of Beginning.

The center line of relocated Burnham Street is described as follows:

Beginning at Engineer's center line Station 1+00.00, 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, W.M.; thence South 43°16'11" East, a distance of 1749.28 feet; thence along the arc of a 275.00 foot radius curve left, through a central angle of 62°56'27", a distance of 302.09 feet (chord bears South 74°44'24" East, a distance of 287.13 feet); thence North 73°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.

This parcel contains 1,755 square feet, more or less.

EXHIBIT ^A
PAGE 1 OF 2

EXHIBIT "A"

Easterly Remnant of Tax Lot D3451

A parcel of land lying in the NE¼ of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described as Parcel 1 in that Contract to Tigard Water District recorded as Microfilm Document No. 84-25848 of the Washington County Book of Records; the said parcel being that portion of said property described as follows:

Beginning at a point on the south line of said Parcel 1, which point bears South 88°09'25" East, a distance of 3.74 feet from the most southwesterly corner of said Parcel 1; thence North 40°43'53" East, a distance of 55.23 feet to a point which is 37.50 feet right of Engineer's center line Station 18+67.97 of relocated Burnham Street; thence southeasterly and parallel with the center line of relocated Burnham Street, on the arc of a 312.50 foot radius non tangent curve left, through a central angle of 12°38'08", a distance of 68.92 feet (chord bears South 53°28'55" East, a distance of 68.78 feet) to the south line of said Parcel 1; thence North 88°09'25" West, a distance of 95.54 feet to the Point of Beginning.

The center line of relocated Burnham Street is described as follows:

Beginning at Engineer's center line Station 1+00.00, 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, W.M.; thence South 43°16'11" East, a distance of 1749.28 feet; thence along the arc of a 275.00 foot radius curve left, through a central angle of 62°58'27", a distance of 302.09 feet (chord bears South 74°44'24" East, a distance of 287.13 feet); thence North 73°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.

This parcel contains 1,782 square feet, more or less.

EXHIBIT A
PAGE 2 OF 2

EXHIBIT B

MATSUMOTO PROPERTY

A tract of land situated in the East 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:

Beginning at a point North 02°26' East 182.70 feet from the Northwest corner of that tract described in Deed recorded November 17, 1922 in Deed Book 125, Page 66, Washington County Deed Records; thence South 88°01' East 105.62 feet to the Southwesterly line of SW Burnham Road, County Road No. 997; thence South 43°05' East 28.32 feet to an angle in County Road No. 997 Southerly Right of Way; thence South 88°01' East 74.12 feet along said Southerly right of way to a point; thence south 02°26' West 159.26 feet to the North line of the South 5.01 acres as set forth in Book 125, Page 66, Deed Records; thence North 89°00' West 200.00 feet to the West line as described in Book 125, Page 66; thence North 02°26' East 182.70 feet to the point of beginning.

EXHIBIT C

REA AMENDMENT

REA AMENDMENT

EXHIBIT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Hall Records Department,
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223

SEND TAX STATEMENTS TO:

City Hall Records Department,
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223

**AMENDMENT TO RECIPROCAL EASEMENT
AGREEMENT FOR ACCESS**

This AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT FOR ACCESS (this "Amendment") is entered into this ___ day of _____, 2011 by and among City of Tigard, a political subdivision of the State of Oregon ("City"), Frontier Communications Northwest Inc., a Washington corporation ("Frontier"), and William Y. Matsumoto and Nina K. Matsumoto, formerly known as William Yoshio Kim and Nino Vo Kim (collectively, "Matsumoto"). Frontier, City and Matsumoto are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

- A. The Parties entered into that certain Reciprocal Easement Agreement for Access dated October 18, 2010 and recorded in the real property records of Washington County, Oregon on January 7, 2011 as document number 2011-002422 (the "REA").
- B. On the date hereof, City conveyed that certain real property located in the City of Tigard, County of Washington, State of Oregon and more particularly described and depicted on the attached Exhibit "A" (the "City Property") to Matsumoto. In consideration for such conveyance, Matsumoto and Frontier agree to allow City to retain the easement rights granted pursuant to the REA, as if City retained the City Property.
- C. Frontier is the owner of that certain real property located in the City of Tigard, County of Washington, State of Oregon and more particularly described on the attached Exhibit "B" (the "Frontier Property").
- D. Matsumoto is also the owner of that certain real property located in the City of Tigard, County of Washington, State of Oregon and more particularly described on the attached Exhibit

"C" (the "Matsumoto Property"). The City Property, the Frontier Property, and the Matsumoto Property are sometimes collectively referred to herein as the "Properties."

E. The Parties have determined that it is in their best interest to allow City to retain the easement rights granted pursuant to the REA, all on the terms and conditions more fully set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **City Retention of Easement Rights.** Notwithstanding the conveyance of the City Property to Matsumoto, City shall retain the easement and access rights granted pursuant to the REA. City shall also continue to be responsible for its portion of maintenance costs pursuant to Section 4 of the REA.
2. **Continuing Effect.** All covenants, agreements, terms and conditions of the REA remain in full force and effect, as modified by this Amendment, as though restated in their entirety herein.
3. **Conflict Between Terms.** In the event of any conflict between the provisions of this Amendment and the REA, the provisions of this Amendment shall control.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have signed and entered into this Amendment as of the date first above written.

CITY OF TIGARD,
a political subdivision of the State of Oregon

By: _____

Its: _____

FRONTIER COMMUNICATIONS
NORTHWEST INC.,
a Washington corporation

By: _____

Its: _____

William Y. Matsumoto

Nina K. Matsumoto

[Notarization Pages Follow]

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

File 011B-1
2S-1-02AD-03451
Tigard Water District
4/21/2008

Westerly Remnant of Tax Lot 03451

A parcel of land lying in the NE¼ of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described as Parcel I in that Contract to Tigard Water District recorded as Microfilm Document No. 84-25846 of the Washington County Book of Records; the said parcel being that portion of said property described as follows:

Beginning at a point on the south line of said Parcel I, which point bears South 88°09'25" East, a distance of 3.74 feet from the most southwesterly corner of said Parcel I; thence North 46°43'53" East, a distance of 55.23 feet to a point which is 37.50 feet right of Engineer's center line Station 18+67.97 of relocated Burnham Street; thence northwesterly and parallel with the center line of relocated Burnham Street, on the arc of a 312.50 foot radius non tangent curve right, through a central angle of 03°53'40", a distance of 21.24 feet (chord bears North 45°13'01" West, a distance of 21.24 feet); thence continuing parallel with the center line of relocated Burnham Street, North 43°16'11" West, a distance of 37.50 feet to the west line of said Parcel I; thence South 02°16'24" West, a distance of 80.06 feet to the most southwesterly corner of said Parcel I; thence South 88°09'25" East, a distance of 3.74 feet to the Point of Beginning.

The center line of relocated Burnham Street is described as follows:

Beginning at Engineer's center line Station 1+00.00, 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, W.M.; thence South 43°16'11" East, a distance of 1749.28 feet; thence along the arc of a 275.00 foot radius curve left, through a central angle of 62°56'27", a distance of 302.09 feet (chord bears South 74°44'24" East, a distance of 287.13 feet); thence North 73°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.

This parcel contains 1,755 square feet, more or less.

EXHIBIT ^A
PAGE 1 OF 2

EXHIBIT "A"

Easterly Remnant of Tax Lot 03451

A parcel of land lying in the NE¼ of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described as Parcel 1 in that Contract to Tigard Water District recorded as Microfilm Document No. 84-25846 of the Washington County Book of Records; the said parcel being that portion of said property described as follows:

Beginning at a point on the south line of said Parcel 1, which point bears South 88°09'25" East, a distance of 3.74 feet from the most southwesterly corner of said Parcel 1; thence North 46°43'53" East, a distance of 55.23 feet to a point which is 37.50 feet right of Engineer's center line Station 18+87.97 of relocated Burnham Street; thence southeasterly and parallel with the center line of relocated Burnham Street, on the arc of a 342.50 foot radius non tangent curve left, through a central angle of 12°38'08", a distance of 68.92 feet (chord bears South 53°28'55" East, a distance of 68.78 feet) to the south line of said Parcel 1; thence North 88°09'25" West, a distance of 95.54 feet to the Point of Beginning.

The center line of relocated Burnham Street is described as follows:

Beginning at Engineer's center line Station 1+00.00, 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, W.M.; thence South 49°16'11" East, a distance of 1749.28 feet; thence along the arc of a 275.00 foot radius curve left, through a central angle of 62°56'27", a distance of 302.09 feet (chord bears South 74°44'24" East, a distance of 287.13 feet); thence North 73°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.

This parcel contains 1,782 square feet, more or less.

EXHIBIT A
PAGE 2 OF 2

EXHIBIT "B"

LEGAL DESCRIPTION

Beginning at a point in the centerline of County Road No. 997 and on the Westerly line of the W.W. Graham Donation Land Claim No. 39 in Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, said beginning point being the Northeast corner of BURNHAM TRACT, a duly recorded subdivision in Washington County, Oregon; running thence South 44°44' West along the Westerly line of the Graham Claim 948.4 feet to an iron pipe; thence South 63°15' East 481.9 feet to an iron pipe; thence South 57°07' East 30.9 feet to an iron pipe 1 inch in diameter on the Southerly line of that certain 8.89 acre tract of land conveyed to A.R. Prier by Deed as described on Page 693 in Book 229 of Washington County, Oregon Deed Records; thence North 35°24' East 443.3 feet to an iron pipe on the East line of the said Prier Tract; thence North 2°26' East 476.1 feet to the Northeast corner of the said Prier Tract in the center of said County Road No. 997; thence North 43°05' West 96.3 feet to the place of beginning.

EXCEPTING THEREFROM the following described tract:

Beginning at the point in the centerline of County Road No. 997 and in the Westerly line of the W.W. Graham Donation Land Claim No. 39, said recorded subdivision in said county; running thence South 44°44' West along the Westerly line of said Graham Claim 799.4 feet to the true point of beginning; thence continuing South 44°44' West along the West line of said Graham Claim, a distance of 169.00 feet to an iron pipe; thence South 63°15' East a distance of 481.90 feet to an iron pipe; thence South 57°07' East a distance of 30.9 feet to an iron pipe 1 inch in diameter; thence North 34°24' East a distance of 138.00 feet along the Southeasterly line of that tract of land conveyed in Volume 672, Page 400 Washington County Deed Records; thence South 71°26'31" West a distance of 96.47 feet; thence North 63°15' West a distance of 360.00 feet; thence North 02°16' West a distance of 110.00 feet to the true point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion dedicated for public road purposes by Dedication recorded February 11, 1964, Book 506, Page 151.

EXHIBIT B
PAGE 1 OF 1

EXHIBIT C

LEGAL DESCRIPTION:

A tract of land situated in the East 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:

Beginning at a point North $02^{\circ}26'$ East 182.70 feet from the Northwest corner of that tract described in Deed recorded November 17, 1922 in Deed Book 125, Page 66, Washington County Deed Records; thence South $88^{\circ}01'$ East 105.62 feet to the Southwesterly line of SW Burnham Road, County Road No. 997; thence South $43^{\circ}05'$ East 28.32 feet to an angle in County Road No. 997 Southerly Right of Way; thence South $88^{\circ}01'$ East 74.12 feet along said Southerly right of way to a point; thence South $02^{\circ}26'$ West 159.26 feet to the North line of the South 5.01 acres as set forth in Book 125, Page 66, Deed Records; thence North $89^{\circ}00'$ West 200.00 feet to the West line as described in Book 125, Page 66; thence North $02^{\circ}26'$ East 182.70 feet to the point of beginning.

EXHIBIT C
PAGE 1 OF 1

EXHIBIT D
PARKING AREA PLAN

EXHIBIT D

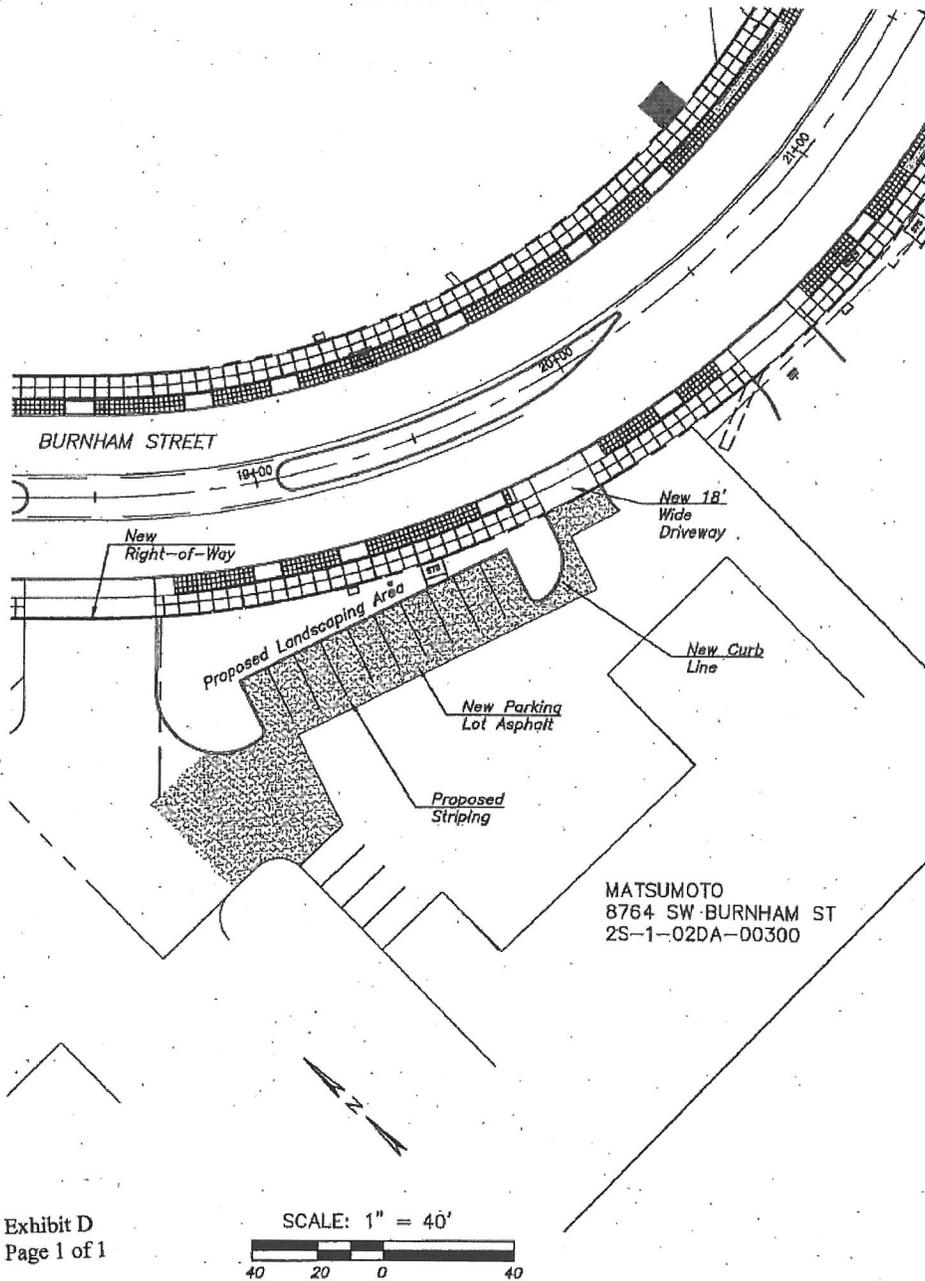


Exhibit D
Page 1 of 1

EXHIBIT E

AREA OF SW BURNHAM STREET VACATION

EXHIBIT E 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 .

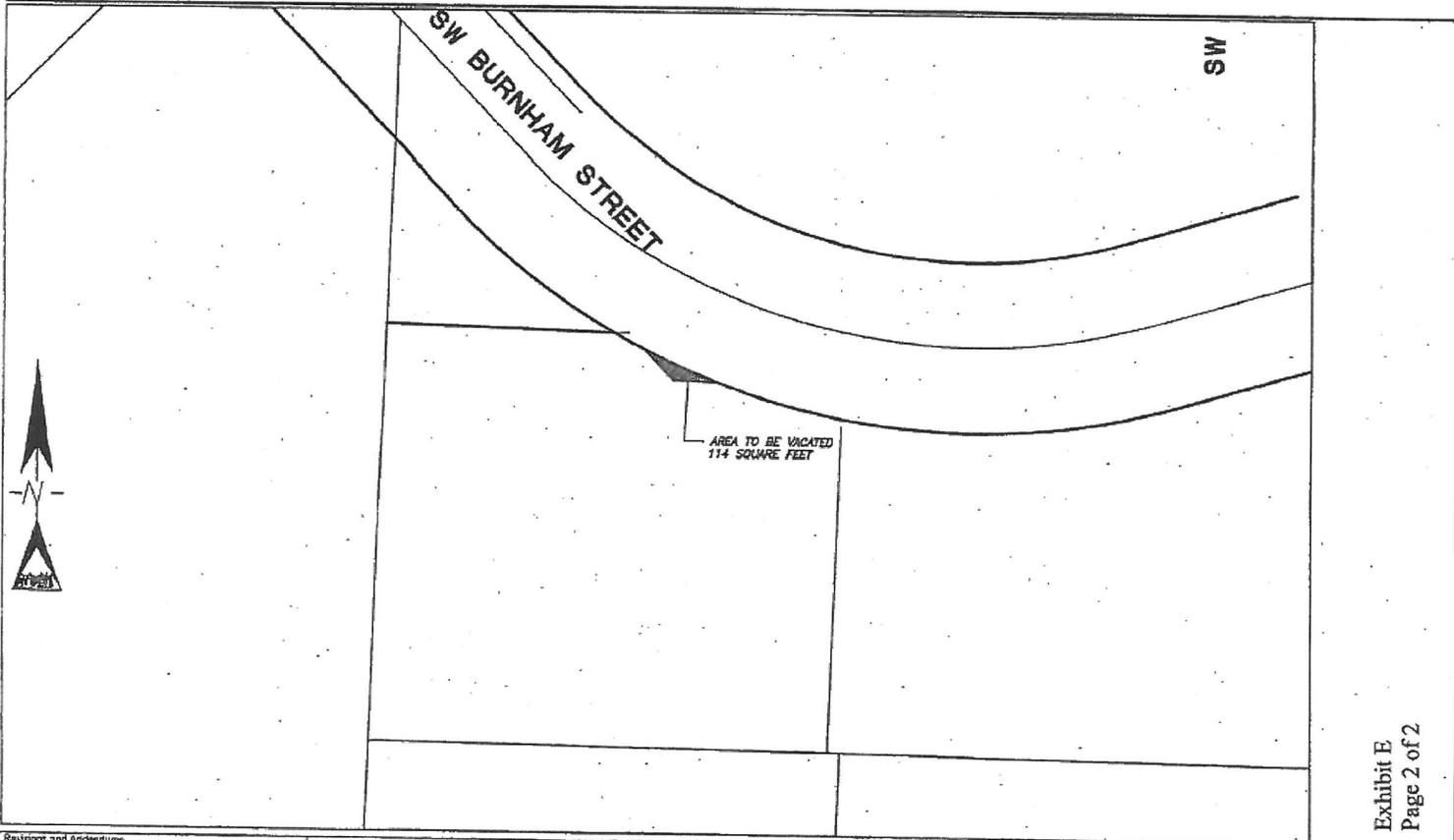


Exhibit E
Page 2 of 2

Revisions and Addendums			
Description	Date	No.	By


CAPITAL CONSTRUCTION AND TRANSPORTATION DIVISION
 17128 S.W. HALL BLVD.
 TUALUMINA OREGON 97223
 PHONE 503-636-4111
 FAX 503-634-0752
 WWW.HARGARD-OR.COM

**BURNHAM STREET
IMPROVEMENTS**

RIGHT-OF-WAY VACATION

SHEET
OF

DESIGN: DRAWN: CHECK: PROJECT NO:

AIS-541

Item #: 3. E.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: Submit a Non-Renewal Letter to Terminate the Regional Water Sales Agreement with the City of Portland in 2016

Prepared For: Dennis Koellermeier

Submitted By:

Greer Gaston
Public Works

Item Type: Motion Requested

Meeting Type:

Consent Agenda

ISSUE

Shall the Council authorize the City Manager to sign a non-renewal letter to terminate the Regional Water Sales Agreement with the City of Portland in 2016?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Council authorize the City Manager to sign a non-renewal letter.

KEY FACTS AND INFORMATION SUMMARY

- The City of Tigard is the managing authority and water provider for 57,000 customers in Durham, King City, two-thirds of Tigard, and the unincorporated area represented by the Tigard Water District.
- In 2006, Tigard entered into a wholesale water supply contract, the "Regional Water Sales Agreement," with the City of Portland. Tigard purchases the majority of its water through this agreement. While Portland is a reliable water supplier, Tigard has little control over cost and other issues like water treatment and water quality.
- The Regional Water Sales Agreement contains a "take or pay" provision in which Tigard is required to pay for a specific quantity of water, irrespective of whether or not the City actually uses the water. The agreement also requires Tigard to obtain 60 percent of its annual water supply from the City of Portland.
- Rather than purchasing water from other entities, the City's long-term goal has been to secure ownership in its own water supply. For years, Tigard had pursued alternatives to the Portland water supply; Portland was not willing to offer Tigard ownership in its water system.
- In 2008, Lake Oswego and Tigard entered into a water partnership, the culmination of Tigard's 15-year search for ownership in a water supply. Under the partnership, Tigard and Lake Oswego joined forces to improve and expand Lake Oswego's existing water system to meet both communities' future water needs. Tigard's share of the partnership projects is estimated at \$118 million. For Tigard's investment, it will gain ownership in the Lake Oswego system and will receive 14 million gallons of high-quality drinking water per day starting in June 2016.
- Once the new water system is operational, Tigard will no longer need to purchase the majority of its water from the City of Portland.
- In order for Tigard to terminate the 2006 Regional Water Sales Agreement in June 2016, it must provide the City of Portland with a "written notice of non-renewal" five years before the agreement is terminated, or on July 1, 2011.
- Should Tigard fail to terminate the Portland agreement, the agreement will automatically be extended another year, and Tigard would be obligated to pay the City of Portland for water it does not expect to use in fiscal year 2016-2017.
- At its June 8, 2011, meeting, Intergovernmental Water Board members unanimously recommended the City of Tigard submit the non-renewal notice to terminate the Regional Water Sales Agreement with the City of

Portland in 2016.

- Following submission of the non-renewal notice, Tigard intends to continue its long-standing relationship with Portland and has proposed the two cities open discussions regarding a replacement contract addressing regional connectivity, emergency water supplies, surplus water and other issues of mutual interest.

OTHER ALTERNATIVES

The Council could direct staff not to submit the non-renewal notice. This will automatically extend the Regional Water Sales Agreement for another year, and Tigard would be obligated to pay the City of Portland for water it does not expect to use in fiscal year 2016-2017.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

2011 Tigard City Council Goal No. 5 - "Continue Coordination with Lake Oswego on Water Partnership."

DATES OF PREVIOUS COUNCIL CONSIDERATION

The Council discussed this item at its June 21 workshop meeting.

Fiscal Impact

Cost: 0
Budgeted (yes or no): N/A
Where Budgeted (department/program): N/A

Additional Fiscal Notes:

Submission of the non-renewal notice has no immediate financial impact.

If Tigard does not submit the non-renewal notice on July 1, 2011, the Regional Water Sales Agreement will automatically be extended another year, to June 30, 2017. Tigard would be obligated to pay the City of Portland for water it does not expect to use in fiscal year 2016-2017. The cost of this water is estimated to be nearly \$3.9 million.

Attachments

[July 1, 2011-Non-Renewal Letter to Terminate Regional Water Sales Agreement in 2016](#)

[June 8, 2011-Portland Water Bureau Letter on Regional Water Sales Agreement Termination Process](#)

July 1, 2011

Commissioner Randy Leonard
Portland Water Bureau
1120 SW 5th Avenue, Room 600
Portland, OR 97204-1926

Dear Mr. Leonard:

Re: Five-Year Non-Renewal Notice for the Regional Water Sales Agreement

In 2006, the City of Tigard and the City of Portland entered into a ten-year wholesale water purchase agreement, known as the Regional Water Sales Agreement. The agreement took effect on July 1, 2006.

Since that time the City of Tigard has partnered with the City of Lake Oswego to develop a regional joint water supply project. Tigard anticipates this supply will be operational in June 2016, at which time it will shift from the Portland supply to Lake Oswego-Tigard supply.

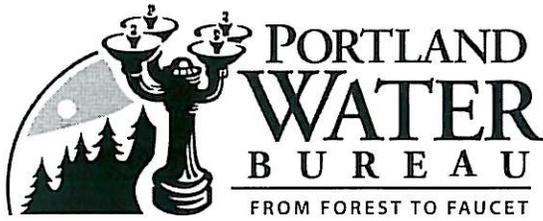
Based upon a June 8, 2011, letter from Portland Water Bureau Administrator David Shaff, I understand Tigard must provide the City of Portland with written notice of non-renewal on July 1, 2011, in order to terminate our Regional Water Sales Agreement effective June 30, 2016. Please accept this letter as Tigard's formal written notice of non-renewal.

The City of Tigard and the City of Portland have had a long-term relationship, and both cities have benefited from our mutual water supply agreements. Tigard hopes to continue its relationship with Portland and would like to begin a dialogue to develop a replacement contract addressing regional connectivity, emergency supplies, surplus water, and other issues of mutual interest. Our goal would be to have such an agreement in place by 2016, thus providing both parties with a seamless transition.

Sincerely,

Craig Prosser
City Manager

c: David Shaff
Dennis Koellermeier



Randy Leonard, Commissioner
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandonline.com/water



An Equal Opportunity Employer

June 8, 2011

Dennis Koellermeier
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223

RECEIVED

JUN 09 2011

Public Works Admin.

Re: Non-Renewal Notice – 10 Year Contract Customers

Dear Dennis

At the May 11, 2011 Water Managers Advisory Board meeting I reminded the attendees of the non-renewal dates for customers with a 10 Year Water Sales Agreement. This letter is to ensure we have the same understanding of the language of the agreement.

The Regional Water Sales Agreement (the Agreement) Section 3 – DURATION OF AGREEMENT AND RENEWAL says that July 1, 2011 is the earliest possible date for either party to issue a written non-renewal notice. If a non-renewal notice were given July 1, 2011 the earliest date for contract termination is June 30, 2016.

The Agreement Section 3.A. states "...Each "contract year" shall run from July 1 through June 30." which means a termination date is always June 30 of a given year.

If notice is given AFTER July 1, 2011 Section 3.B. states " ... the contract will terminate on the next June 30 at least five years but not more than 6 years from the date of the notice." So, for instance, a notice given from July 2, 2011 through July 1, 2012 would provide for contract termination on June 30, 2017. Notices of non-renewal may be issued at any time up to June 30, 2016, and the contract will expire on the June 30 that is "at least five years, but not more than six years" from the notice's date.

Please send any non-renewal notices to Commissioner Leonard with a copy to me.

Sincerely,

David Shaff
Water Bureau Administrator

C: David Hasson
Cecelia Huynh
Jan Warner
Anne Conway

AIS-547

Item #: 3. F.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: Approve FY 2011 Edward Byrne Memorial Justice Assistance Local Solicitation Grant Application

Prepared For: Alan Orr

Submitted By:

Tom Imdieke
Police

Item Type: Motion Requested

Meeting Type:

Consent Agenda

ISSUE

Should the City Council approve an application to the Department of Justice for the 2011 Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,364.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of the grant application.

KEY FACTS AND INFORMATION SUMMARY

The Police Department was recently notified by the Department of Justice that the city qualified for applying to receive an Edward Byrne Memorial local solicitation grant in the amount of \$14,364. This local allocation uses an assistance formula that is adjusted using each state's share of the national population and the state's share of the country's part 1 violent crimes statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. The City of Tigard qualified for this particular grant. One condition of the grant is that the governing body of the jurisdiction must approve the application before it can be submitted to the Department of Justice. It is the intent of the Police Department to use the funds to acquire additional computer related hardware that will allow greater efficiency when duplicating hard drives for use in multiple computers. Any remaining funds would be used for information technology related items.

OTHER ALTERNATIVES

Not applicable.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable.

DATES OF PREVIOUS COUNCIL CONSIDERATION

Not applicable.

Fiscal Impact

Cost:

Budgeted (yes or no): No

Where budgeted?: Police

Additional Fiscal Notes:

This grant, if awarded, will bring an additional \$14,364 to the City to be used to purchase computer equipment in the Police Department. If the grant is awarded, the City will bring a budget amendment or a supplemental budget to Council to recognize and appropriate these funds.

AIS-530

Item #: 3. G.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: Resolution to Approve Workers' Compensation Insurance for City Volunteers

Prepared For: Loreen Mills

Submitted By:

Loreen Mills
City Management

Item Type: Motion Requested
Resolution

Meeting Type:

Consent Agenda

ISSUE

Should the City continue to provide Workers' Compensation Insurance for volunteers to protect them if they are injured during their volunteer work time?

STAFF RECOMMENDATION / ACTION REQUEST

Approve resolution to provide workers' compensation benefits to City volunteers 7/1/11 through 6/30/12.

KEY FACTS AND INFORMATION SUMMARY

- Protect City volunteers by providing Workers' Comp insurance for them when they volunteer
- Workers' Comp insurance is less costly and provides more benefits than health insurance
- City Council places high value on volunteers and the volunteer program and has provided this coverage for several years to protect volunteers if they are injured during volunteer work
- Oregon law requires cities to decide whether Workers' Comp insurance will be provided to volunteers (ORS 656.031)

OTHER ALTERNATIVES

Provide health care coverage, accidental death & dismemberment insurance or no coverage at all rather than Workers' Comp insurance.

Insurance coverages other than Workers' Comp are more expensive and provide less coverage/benefit for the volunteer.

Not providing any insurance coverage is not in keeping with Council's past practice.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

On 7/13/10, City Council approved volunteer Workers' Comp coverage for FY 10/11.

Fiscal Impact

Cost: \$14,750

Budgeted (yes or no): Yes

Where Budgeted (department/program): All Departments

Additional Fiscal Notes:

Workers' Comp insurance expenditures for volunteers are included in the 2012 budget.

Attachments

Volunteer WC Resolution

Resolution Exhibit A

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 11- 26

A RESOLUTION EXTENDING CITY OF TIGARD'S WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY.

WHEREAS, the City of Tigard acknowledges the valuable service rendered by City of Tigard volunteers; and

WHEREAS, the City of Tigard wishes to protect City volunteers by providing injury insurance for them when they volunteer; and

WHEREAS, Workers' Compensation Insurance is less costly and provides more benefits than health insurance; and

WHEREAS, the City Council places high value on volunteers and the volunteer program and has provided this coverage for several years to protect volunteers if they are injured during volunteer work; and

WHEREAS, Oregon law requires cities determine whether Workers' Compensation Insurance will be provided to volunteers (ORS 656.031); and

WHEREAS, the City of Tigard participates in the City County Insurance Services (CIS) Group Self-Insurance Program, which requires a resolution be adopted annually by the Tigard City Council to extend Workers' Compensation Insurance coverage to City of Tigard volunteers.

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

SECTION 1: Pursuant to ORS 656.031, Workers' Compensation coverage will be provided to classifications listed on the attached Volunteer Program Worksheet (Exhibit A). Assumed wages for police reserve officers, boards and commissions, and the Mayor and Council are provided on attached Exhibit A. An assumed hourly wage of \$8.50 will be used for all other volunteers.

SECTION 2: A roster of active volunteers is updated monthly for reporting purposes. It is acknowledged that CIS may request copies of these rosters during year-end audit.

SECTION 3: Unanticipated volunteer projects or exposures not addressed herein will be added to the City of Tigard's coverage agreement by endorsement and advance notice to CIS, allowing at least two weeks for processing. It is hereby acknowledged that Worker's Compensation for unanticipated volunteer projects cannot be backdated.

SECTION 4: This resolution will be updated annually as long as Tigard is a member of the CIS Workers' Compensation Self-Insurance Services Group and chooses to provide Workers' Compensation Insurance for City volunteers.

SECTION 5: The coverage affected by this resolution is for the 2011/2012 coverage year (July 1, 2011 through June 30, 2012) with the City's membership in the CIS Workers' Compensation Self-Insurance Services Group.

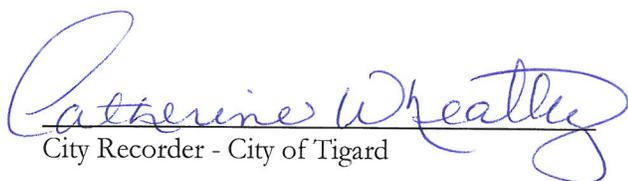
SECTION 6: This resolution is effective immediately upon passage.

PASSED: This 28th day of June 2011.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

7/12/11 Council Resolution Exhibit "A"
City of Tigard Volunteers
Workers' Comp Program
FY 2011-12

Position Title	WC Code	Volunteers Anticipated	Volunteer Time Anticipated (in hours)	Assumed Wage (per hour unless otherwise marked)	Notes	Estimated Payroll
Photographer	4361V	1	25	\$8.50	Photographer indoors and outdoors - can use ladder	\$213
Painting Services (Interior)	5474V	1	40	\$8.50	Bldg. interiors with latex paint & ladders	\$340
Traffic & Accident Data Coord.	5506V	1	150	\$8.50	Office work and work within the ROW. Minimal traffic control & will require flagging training from certified COT staff member.	\$1,275
Library Volunteers (Traveling)	7380V	25	400	\$8.50	Driving personal vehicles to homes of "shut ins" deliver materials	\$3,400
Community Service Supervisors	7720V	5	750	\$8.50	Supervision of community service, PEER Court & Municipal Court work crews/individuals.	\$6,375
Juvenile Court Offenders	7720V	50	500	\$8.50	Juveniles from Municipal Court providing community service	\$4,250
CERT Volunteers Training/Activation	8411V	50	3,200	\$800/ month/ member	Training & activation. Estimated hours represent training only.	\$480,000
Police Cadet Volunteers	8411V	6	1,700	\$800/ month/ member	Police Explorers are now called Cadets	\$57,600
Reserve Police Officers	8411V	8	1,920	\$4,794 / month / member	Note: Assumed wage is mid-range police officer salary	\$460,224
Boards & Committees	8742V	See membership listing below	N/A	\$2,500/ board /yr	10 boards & commissions (see list @ bottom of page 2). Meetings & limited travel to view field sites.	\$25,000
Grant Wnter Assistants (Indoors Only)	8810V	1	40	\$8.50	Working in office setting or in the home.	\$340
Library Volunteers (No travel)	8810V	440	27,000	\$8.50	All tasks in-house; check-in materials, shelving, data entry, processing new materials, translation, etc.	\$229,500
Office Assistance	8810V	5	250	\$8.50	Clerical type work assignments in administrative offices	\$2,125
Translators	8810V	2	80	\$8.50	Working in office setting or in the home translating information from one language to another.	\$680
PEER Court Service	8820V	24	450	\$8.50	Teenagers serving as attorneys, jurors, clerks in court room. Adults serving as judges and facilitation of process.	\$3,825

7/12/11 Council Resolution Exhibit "A"

**City of Tigard Volunteers
Workers' Comp Program
FY 2011-12**

Position Title	WC Code	Volunteers Anticipated	Volunteer Time Anticipated (in hours)	Assumed Wage (per hour unless otherwise marked)	Notes	Estimated Payroll
Building Maintenance	9015V	2	25	\$8.50	Room set up & tear down, general cleaning	\$213
DARE Camp Supervisors	9015V	100	3,200	\$8.50	Mentoring kids at camp (does NOT include driving)	\$27,200
Park Landscape Maintenance	9102V	400	1,500	\$8.50	Planting trees, blackberry removal, greenway cleanup, path clean up, trail maintenance. This code allows use of gas powered leaf blowers and reciprocating weed eaters.	\$12,750
Citywide Celebrations	9402V	500	1,750	\$8.50	Earth Day, Make A Difference Day, etc. Includes planting trees, library shelf cleaning, community cleanup, street cleanup patrols	\$14,875
Storm/Water Maintenance	9402V	60	600	\$8.50	Stenciling catch basins, Adopt-A-Creek program with weeding & limited trash removal & cleaning/painting water hydrants. This code allows use of gas powered leaf blowers and reciprocating weed eaters. Also, trail counting and review.	\$5,100
Street Cleanup Program	9402V	100	600	\$8.50	Roadside cleanup. This code allows use of gas powered leaf blowers and reciprocating weed eaters.	\$5,100
Door to Door Distribution	9410V	3	30	\$8.50	Delivery of brochures/door hangers	\$255
TOTAL Estimated Payroll for FY 2011-12						\$1,340,639

NOTE: Ten boards, commission and task forces (WC Code 8742V) are as follows: Budget Committee (5 non-Council members), City Center Advisory Commission (9), Intergovernmental Water Board (3 members only - Tigard representatives and at-large member if appointed by City), Library Board (7), Neighborhood Involvement Committee (6), Park & Recreation Advisory Board (7), Planning Commission (9), Tree Board (6), Tigard Transportation Advisory Committee (10), Tigard Youth Advisory Council (12).

NOTE: Mayor and Council are not reported as volunteers because they are paid monthly stipends which are reported with payroll figures under WC Code # 8742.

AIS-528

Item #: 3. H.

Business Meeting

Date: 06/28/2011

Length (in minutes): Consent Item

Agenda Title: City Center Development Agency: Resolution to Consider Additional Sites for the Downtown Public Plaza

Submitted By: Sean Farrelly
Community Development

Item Type: Resolution

Meeting Type:

Consent Agenda -
CCDA

ISSUE

Shall the City Center Development Agency (CCDA) approve a resolution to amend resolutions 07-03 and 08-01 to consider additional sites for a downtown public plaza?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends CCDA approval of the resolution to allow flexibility in the search for a suitable plaza site.

KEY FACTS AND INFORMATION SUMMARY

The Tigard Downtown Improvement Plan and the Urban Renewal Plan both recognized the need for public plaza and open space in Downtown that would serve as the “green heart” of Tigard. A yearlong planning process in 2007-2008 resulted in the Fanno Creek Park and Plaza Master Plan, which identified the location of the plaza as the Stevens Marine site.

City Center Development Agency (CCDA) resolution 07-03 identified the Stevens Marine property as the site of the Downtown public plaza. A subsequent CCDA resolution, 08-01, adopted the Fanno Creek Park and Plaza Master plan, which also identified the property as the plaza site.

As reported at the June 14, 2011 CCDA study session, after the adoption of these resolutions, staff made a concerted effort to work with the Stevens Marine property owners and representatives to negotiate a practicable arrangement. The owners of the property and business have stressed their wish to keep Stevens Marine in operation, and thus the need to consider other locations for a suitable plaza site.

The issue of the plaza location has become more time sensitive, as the parks acquisition bond approved by voters in November 2010 made available up to \$1.7 million for park land in the Downtown. These funds need to be expended within three years of bond sale per state law. The Stevens’ site may not be realistically available, even looking beyond three years, and there may be other suitable sites in the Downtown with less complicated relocation issues.

At its May 11, 2011 meeting the City Center Advisory Commission (CCAC) approved a motion recommending that \$1.7 million in bond funds be utilized for a Downtown public plaza. They also recommended that the CCDA consider sites in addition to the Stevens Marine site for the public plaza. In the next few months, additional sites will be assessed for suitability by staff and the CCAC. The CCAC will make recommendations to the Parks and Recreation Board (PRAB) and the CCDA via executive sessions.

OTHER ALTERNATIVES

CCDA could choose not to approve the resolution.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Council Goal 2: Implement Downtown and Town Center Redevelopment Opportunities
Fanno Creek Park and Plaza Master Plan

DATES OF PREVIOUS COUNCIL CONSIDERATION

June 14, 2011 Study session regarding proposed resolution

January 25, 2011 CCDA study session

CCDA resolution 07-03, selecting the location for the Downtown Plaza

CCDA resolution 08-01, adopted the Fanno Creek Park and Plaza Master Plan

Attachments

Resolution

**CITY OF TIGARD, OREGON
CITY CENTER DEVELOPMENT AGENCY
RESOLUTION NO. 11-02**

**A RESOLUTION AMENDING CCDA RESOLUTIONS 07-03 AND 08-01 TO
ALLOW CONSIDERATION OF ADDITIONAL SITES FOR A DOWNTOWN
PUBLIC PLAZA**

WHEREAS, City Center Development Agency Resolution 07-03 selected a location for the downtown plaza and City Center Development Agency Resolution 08-01 adopted the Fanno Creek Park and Plaza Master Plan which also identified this location; *and*

WHEREAS, the timeline of the parks bond approved in 2010, which includes up to \$1.7 million in funding for downtown park space, has a timeline of spending the bond proceeds within three years from the sale of the bonds; *and*

WHEREAS, to meet this timeline, additional flexibility in purchasing a plaza site may be necessary; *and*

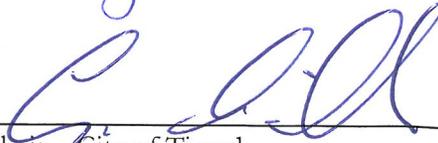
WHEREAS, the City Center Advisory Commission recommended to the CCDA that additional sites be considered for the downtown public plaza.

NOW, THEREFORE, BE IT RESOLVED, by the Tigard City Center Development Agency that:

SECTION 1: CCDA Resolutions 07-03 and 08-01 are amended to allow consideration of additional sites for a downtown public plaza.

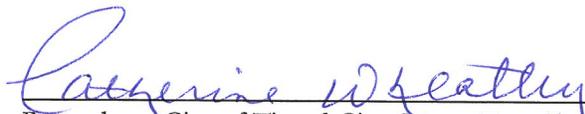
SECTION 2: This resolution is effective immediately upon passage.

PASSED: This 28th day of June, 2011.



Chair – City of Tigard
City Center Development Agency

ATTEST:



Recorder – City of Tigard City Center Development Agency

AIS-447

Item #: 4.

Business Meeting

Date: 06/28/2011

Length (in minutes): 5 Minutes

Agenda Title: Proclaim Geography Awareness Week - August 1-7, 2011

Prepared For: Joanne Bengtson

Submitted By:

Joanne Bengtson
City Management

Item Type: Public Hearing - Informational

Meeting Type:

Proclamation

ISSUE

Shall Mayor Dirksen proclaim August 1-7, 2011 as Geography Awareness Week?

STAFF RECOMMENDATION / ACTION REQUEST

n/a

KEY FACTS AND INFORMATION SUMMARY

The Oregon Geographic Alliance at Portland State University is dedicated to improving geographic knowledge and awareness in Oregon. They work with educators, parents and students to increase citizens' understanding of Oregon geography and the state's connection to the greater world.

The City of Portland is the host site for the 2011 National Council for Geographic Education conference.

OTHER ALTERNATIVES

n/a

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

n/a

DATES OF PREVIOUS COUNCIL CONSIDERATION

n/a

Attachments

Geography Awareness Week

Proclamation

City of Tigard

GEOGRAPHY AWARENESS WEEK

August 1-7, 2011

Whereas, The National Council for Geographic Education is holding its annual geography conference in Portland, Oregon from August 1-7, 2011; and

Whereas, Geography teachers from throughout the State of Oregon are invited to participate in the national meeting; and

Whereas, The study of geography is essential to understanding our relationship with our environment and the world around us; and

Whereas, The world is changing rapidly and where people once focused on their city, geographic study has led to the adoption of a more global perspective; and

Whereas, The study of geography teaches Tigard children to think critically, research, and communicate their thoughts through writing and other means of communication; and

Whereas, Children who understand Oregon geography can see how Tigard, and our state, connects to the world beyond our border; and

Whereas, The study of geography is one of the most useful subjects offered in our schools and those who choose to study geography will learn skills that are valued in all careers.

NOW THEREFORE BE IT RESOLVED THAT I, Craig E. Dirksen, Mayor of the City of Tigard, Oregon, do hereby proclaim August 1-7, 2011 as

GEOGRAPHY AWARENESS WEEK

And encourage all Tigard residents to become more knowledgeable about geography as we go forward in an ever-changing world.

Dated this _____ day of _____, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

Craig E. Dirksen, Mayor
City of Tigard

Attest:

City Recorder

AIS-485

Item #: 5.

Business Meeting

Date: 06/28/2011

Length (in minutes): 15 Minutes

Agenda Title: Informational Public Hearing to Consider a Resolution Finalizing Sanitary Sewer Reimbursement District No. 50 (SW Canterbury Lane)

Prepared For: Ted Kyle

Submitted By:

Ted Kyle
Public Works

Item Type: Resolution
Public Hearing - Informational

Meeting Type:

Council Business
Meeting - Main

ISSUE

Shall the City Council hold a public hearing and consider a resolution finalizing Sanitary Sewer Reimbursement District No. 50, established to construct sanitary sewers in SW Canterbury Lane?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Council hold the public hearing and approve the resolution.

KEY FACTS AND INFORMATION SUMMARY

Under the Citywide Sanitary Sewer Extension Program, the City installs public sewers to each lot within a reimbursement district. Property owners are not required to pay any fees until they connect to the public sewer. At the time of connection, the property owner:

- Pays a connection and inspection fee.
- Reimburses the City for the owner's share of the sewer installation.
- Assumes responsibility for any plumbing modifications to connect to the public sewer.
- Assumes responsibility for disconnecting the owner's existing septic system in accordance with county regulations.

This sanitary sewer project installed sewer service to two lots on SW Canterbury Lane. Final costs are as follows:

- Construction \$49,714
- Engineering and Inspection \$6,711 (13.5 percent of construction cost as defined in TMC 13.09.040(1))
- **Project Total \$56,425**

Construction costs came in under budget; the final project cost is 55 percent less than the \$125,663 estimated in the original City Engineer’s Report, prepared when the district was formed. This is a direct result of lower construction costs, which staff attributes to the competitive bidding climate in the construction industry.

The district includes a city-owned lot and a residential lot. On June 10, 2011, a notice of the public hearing to finalize the district was mailed to the owner of the residential lot. The notice is attached. No response to the notice was received, although the owner did submit a letter of support when the district was formed.

If the resolution is approved, the owner of the residential lot will be notified that the sewer is ready for connection.

OTHER ALTERNATIVES

The Council could decide not to approve the resolution and provide staff with direction regarding the finalization of the district.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

The reimbursement district meets Goal No.1, "Implement Comprehensive Plan," by furthering Comprehensive Goal 11.3, "Develop and maintain a wastewater collection system that meets the existing and future needs of the community."

On September 14, 2010, City Council adopted the City of Tigard Sewer Master Plan. The proposed sewer extension is consistent with this plan.

DATES OF PREVIOUS COUNCIL CONSIDERATION

At its November 9, 2011 meeting, the City Council held an informational public hearing and approved the formation of Reimbursement District No. 50 by adopting Resolution No. 10-57.

Fiscal Impact

Cost: \$56,425
Budgeted (yes or no): Yes
Where Budgeted (department/program): Sewer CIP

Additional Fiscal Notes:

The final actual cost of the project is \$56,425. This amount includes the final costs as follows:

- Construction \$49,714
- Engineering and Inspection \$6,711 (13.5 percent of construction cost as defined in TMC 13.09.040(1))

The portion of the final costs assigned to each owner is tabulated in Exhibit A, Final City Engineer's Report. The cost to each owner under the incentive program established by Resolution No. 01-46 is also shown.

Funding is by unrestricted sanitary sewer funds.

Attachments

- Attachment 1 - Resolution
- Attachment 2 - Exhibit A - Final Engineer's Report
- Attachment 3 - Exhibit B - Property Map
- Attachment 4 - Resolution No. 10-57 Establishing District
- Attachment 5 - Vicinity Map
- Attachment 6 - Letter to Property Owner
- Attachment 7 - Notice to Property Owner
- Attachment 8 - Mailing List
- Attachment 9 - Resolution No. 01-46
- Attachment 10 - Resolution No. 03-55

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 11-27

A RESOLUTION FINALIZING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 50 (SW CANTERBURY LANE) AND AMENDING THE PRELIMINARY CITY ENGINEER'S REPORT CONTAINED IN RESOLUTION NO. 10-57

WHEREAS, on November 9, 2010, the City Council approved Resolution No. 10-57 to form Sanitary Sewer Reimbursement District No. 50 to construct sewers in SW Canterbury Lane in accordance with Tigard Municipal Code (TMC) Chapter 13.09; and

WHEREAS, the City Engineer's Report, included in Resolution No. 10-57, estimated construction and total project cost; and

WHEREAS, construction of the sewer improvements has been completed, final costs have been determined, and the City Engineer's Report has been revised to include the final costs as required by TMC 13.09.105 (1); and

WHEREAS, the property owners within the district have been notified of an informational hearing in accordance with TMC13.09.060, and an informational hearing was conducted in accordance with TMC 13.09.105; and

WHEREAS, the City Council has determined that the proposed revisions to the City Engineer's Report, as recommended by the City Engineer, are appropriate.

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

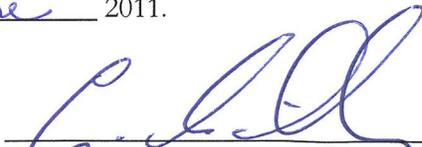
SECTION 1: The Final City Engineer's Report titled "Sanitary Sewer Reimbursement District No. 50," attached hereto as Exhibit A, is hereby approved.

SECTION 2: The City Engineer's Report as presented in Resolution No. 10-57 is hereby amended by the attached Final City Engineer's Report (Exhibit A).

SECTION 3: The City Recorder shall cause a copy of this resolution to be filed in the office of the County Recorder and shall mail a copy of this resolution to all affected property owners at their last known address.

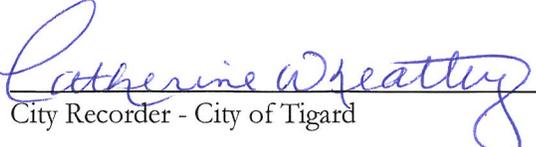
SECTION 4: This resolution is effective immediately upon passage.

PASSED: This 28th day of June 2011.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

Exhibit A.
Resolution No. 11-27

Exhibit A
Final City Engineer's Report
Sanitary Sewer Reimbursement District No. 50
(SW Canterbury Lane)

Background

This project was constructed and funded under the Citywide Sanitary Sewer Extension Program. Under the program, the City of Tigard installs public sewers to each lot within an established reimbursement district. At the time of connecting to the public sewer, the property owner:

- Pays a connection and inspection fee, currently \$4,135.
- Reimburses the City for the owner's share of the sewer installation.
- Assumes responsibility for any plumbing modifications necessary to connect to the public sewer.
- Assumes responsibility for disconnecting the owner's existing septic system in accordance with Washington County regulations.

There is no requirement to connect to the sewer or pay any fee until connection is made.

Project Area - Zone of Benefit

Serving the two lots in the attached table required extending an existing sewer in SW Inez Street. No further extension of this line will be required. The surrounding area is completely served with sewer.

The owner of 10380 SW Canterbury Lane is requesting sewer service to accommodate a proposed addition to his home. The City is the owner of the adjacent lot at 10310 SW Canterbury Lane. This lot is a City park and the site of the John Tigard House managed by the Tigard Area Historical and Preservation Association. The association has expressed an interest in constructing a restroom to the south of the house. The proposed sewer would provide service to this restroom.

The proposed project would provide sewer service to a total of two lots within the proposed reimbursement district as shown on Exhibit B to the proposed resolution.

Cost

The final cost to provide sanitary sewers to the two lots is \$56,425

Construction		\$49,714
Engineering and Inspection*		\$6,711
Total		\$56,425

*13.5 percent as defined in TMC 13.09.040(1)

This is the amount that would be reimbursed to the sanitary sewer fund as property owners connect to the sewer and pay their share of the project costs. However, the actual amount

each property owner pays may be affected by the owner's participation in the City's early connection incentive program.

In addition to sharing the cost of the public sewer, each property owner will be required to pay a connection and inspection fee, currently \$4,135, upon connection to the public line. All owners will be responsible for all plumbing costs required for work done on private property.

Reimbursement Rate

The two lots are dissimilar but are receiving the same benefit. Therefore, it is recommended that the total cost of the project be divided equally between the two properties.

Other reimbursement methods include dividing the cost proportional to lot area or by the length of frontage of each property. These methods are not recommended because there is no correlation between these methods and the cost of providing service to each lot or the benefit to each lot.

Each property owner's final fair share of the public sewer line is \$28,213. In accordance with Resolution No. 01-46, owners who complete their connection within three years of City Council approval of the final City Engineer's Report are eligible for incentives. Under these incentives, each owner's share would be limited to \$6,000, to the extent that this share does not exceed \$15,000. In addition to paying for the first \$6,000, owners are responsible for paying all actual costs that exceed \$15,000. Upon request, payment of costs that exceed \$15,000 may be deferred until the lot is developed, as provided by Resolution No. 03-55.

Annual Fee Adjustment

TMC 13.09.115 states that an annual percentage rate shall be applied to each property owner's share of the public sewer costs on the anniversary date of the reimbursement agreement. The Finance Director has set the annual interest rate at 6.05% as stated in Resolution No. 98-22.

Recommendation

It is recommended that a reimbursement district be formed with an annual fee increase as indicated above and that the reimbursement district continue for fifteen years as provided in Tigard Municipal Code (TMC) 13.09.110(5). Fifteen years after the formation of the reimbursement district, properties connecting to the public sewer would no longer be required to pay the reimbursement fee.

Submitted June 14, 2011



Theodore S. Kyle, P.E.
City Engineer

CANTERBURY LANE
FY 2010-11 Sanitary Sewer Extension Program

Final Cost to Property Owners

Summary

Thursday, May 19, 2011

Final Construction Costs	\$49,714
13.50% Administration & Engineering	\$6,711
total project costs	\$56,425
total lots to be served	2
total cost per lot	\$28,212.70

CANTERBURY LANE
FY 2010-11 Sanitary Sewer Extension Program

Final Cost to Property Owners

Thursday, May 19, 2011

Owner	Site Address	Tax Lot ID	Final Reimbursement Fee	Amount to be Paid by Owner	Amount to be Paid by City	Amount that can be Deferred by Owner
1 Miller, Paul E & Judith A	10380 SE Canterbury Ln	2S111BC02700	\$ 28,213	\$ 19,213	\$ 9,000	\$ 13,213
2 City of Tigard	10310 SW Canterbury Ln	2S111BC02603	\$ 28,213	\$ 19,213	\$ 9,000	\$ 13,213
Totals			\$ 56,425	\$ 38,425	\$ 18,000	\$ 26,425

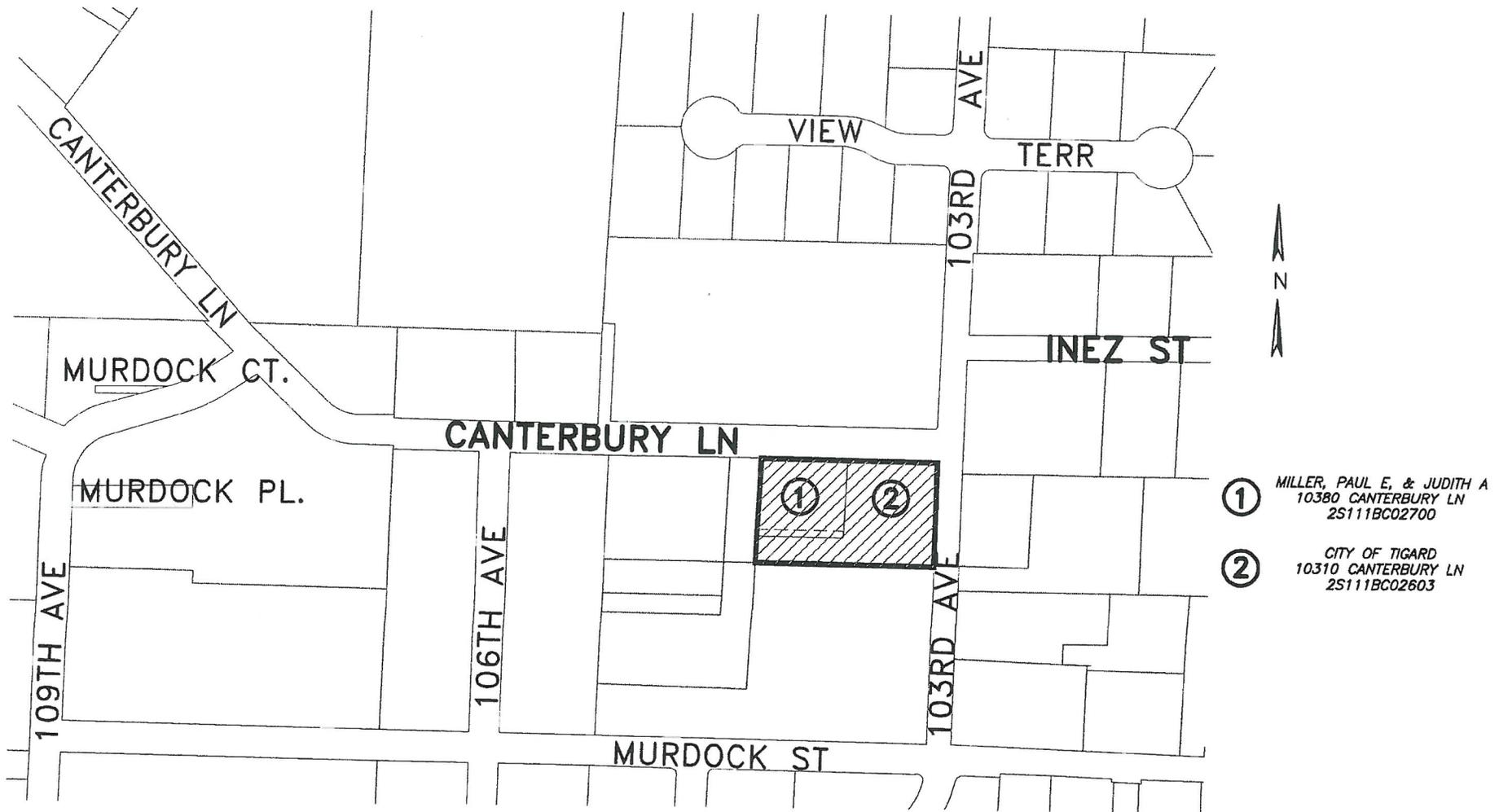
The "FINAL REIMBURSEMENT FEE" column shows the estimated reimbursement fee for each lot. There are no requirements to connect to the sewer or pay any fees until the owner decides to connect to the sewer. The final reimbursement fee will be determined once construction is complete and final costs are determined.

In accordance with Resolution No. 01-46, each property owner will be required to pay the first \$6,000 of the final reimbursement fee for connections completed within the first three years of City Council's approval of the final City Engineer's Report following construction. The "AMOUNT TO BE PAID BY CITY" column shows that portion of the reimbursement fee that the owners will not be required to pay if they connect to the sewer during this three year period.

This resolution also requires owners to pay any fair share amount that exceed \$15,000. Consequently, if the final fair share for an owner exceeds \$15,000, the owner would be required to pay \$6,000 plus that amount of the fair share that exceeds \$15,000. Under Resolution No. 03-55, payment of the amount in excess of \$15,000 may be deferred until the owner's lot is developed. This amount is shown in the "AMOUNT THAT CAN BE DEFERRED BY OWNER" column.

In addition to the reimbursement fee, the owners will also be required to pay a connection fee, currently \$4,135 at the time of connection to the sewer. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

CANTERBURY LANE—REIMBURSEMENT DIST NO. 50
FY 2010–11 SANITARY SEWER EXTENSION PROGRAM
A PORTION OF THE NW 1/4 SECTION 11 T2S R1W W.M.



NOTE:

All properties in the reimbursement district are zoned R3.5

EXHIBIT B

NTS

Resolution 11-27

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 10-57

A RESOLUTION ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 50 (SW CANTERBURY LANE).

WHEREAS, the City has initiated the Citywide Sanitary Sewer Extension Program to extend public sewers and recover costs through reimbursement districts in accordance with TMC Chapter 13.09; and

WHEREAS, the property owners of proposed Sanitary Sewer Reimbursement District No. 50 (SW Canterbury lane) have been notified of a public hearing in accordance with TMC 13.09.060 and a public hearing was conducted in accordance with TMC 13.09.050; and

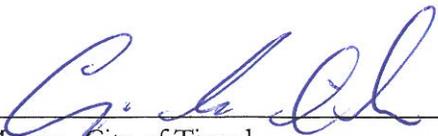
WHEREAS, the City Engineer has submitted a report describing the improvements, the area to be included in the reimbursement district, the estimated costs, a method for spreading the cost among the parcels within the district, and a recommendation for an annual fee adjustment; and

WHEREAS, the City Council has determined that the formation of a reimbursement district as recommended by the City Engineer is appropriate.

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

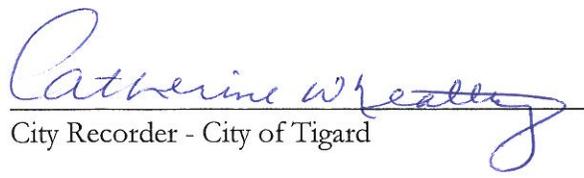
- SECTION 1: The City Engineer's report titled "Sanitary Sewer Reimbursement District No. 50," attached hereto as Exhibit A, is hereby approved.
- SECTION 2: A reimbursement district is hereby established in accordance with TMC Chapter 13.09. The district shall be the area shown and described in Exhibit B. The district shall be known as "Sanitary Sewer Reimbursement District No. 50."
- SECTION 3: Payment of the reimbursement fee, as shown in Exhibit A, is a precondition of receiving City permits applicable to development of each parcel within the reimbursement district as provided for in TMC 13.09.110.
- SECTION 4: An annual fee adjustment, at a rate recommended by the Finance Director, shall be applied to the reimbursement fee.
- SECTION 5: The City Recorder shall cause a copy of this resolution to be filed in the office of the County Recorder and shall mail a copy of this resolution to all affected property owners at their last known address, in accordance with TMC 13.09.090.
- SECTION 6: This resolution is effective immediately upon passage.

PASSED: This 9th day of November 2010.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

Exhibit A
City Engineer's Report
Sanitary Sewer Reimbursement District No. 50
(SW Canterbury Lane)

Background

This project will be constructed and funded under the Citywide Sanitary Sewer Extension Program. Under the program, the City of Tigard installs public sewers to each lot within an established reimbursement district. At the time of connecting to the public sewer, the property owner:

- Pays a connection and inspection fee, currently \$4,135.
- Reimburses the City for the owner's share of the sewer installation.
- Assumes responsibility for any plumbing modifications necessary to connect to the public sewer.
- Assumes responsibility for disconnecting the owner's existing septic system in accordance with Washington County regulations.

There is no requirement to connect to the sewer or pay any fee until connection is made.

Project Area - Zone of Benefit

Serving the two lots in the following table will require extending an existing sewer in SW Inez Street. No further extension of this line will be required. The surrounding area is completely served with sewer.

The owner of 10380 SW Canterbury Lane is requesting sewer service to accommodate a proposed addition to his home. The City is the owner of the adjacent lot at 10310 SW Canterbury Lane. This lot is a City park and the site of the John Tigard House managed by the Tigard Area Historical and Preservation Association. The association has expressed an interest in constructing a restroom to the south of the house. The proposed sewer would provide service to this restroom.

The proposed project would provide sewer service to a total of two lots within the proposed reimbursement district as shown on Exhibit B to the proposed resolution.

Cost

The estimated construction cost to provide sanitary sewer service to the two lots is \$110,716. Engineering and inspection fees amount to \$14,947 (13.5%) as defined in TMC 13.09.040(1). The estimated total project cost is \$125,663. This is the estimated amount that would be reimbursed to the sanitary sewer fund as property owners connect to the sewer and pay their share of the project costs. However, the actual amount each property owner pays may be affected by the owner's participation in the City's early connection incentive program.

In addition to sharing the cost of the public sewer, each property owner will be required to pay a connection and inspection fee, currently \$4,135, upon connection to the public line.

All owners will be responsible for all plumbing costs required for work done on private property.

Reimbursement Rate

The two lots are dissimilar but are receiving the same benefit. Therefore, it is recommended that the total cost of the project be divided equally between the two properties.

Other reimbursement methods include dividing the cost proportional to lot area or by the length of frontage of each property. These methods are not recommended because there is no correlation between these methods and the cost of providing service to each lot or the benefit to each lot.

Each property owner's estimated fair share of the public sewer is \$62,831. In accordance with Resolution No. 01-46, owners who complete their connection within three years of City Council approval of the final City Engineer's Report are eligible for incentives. Under these incentives, each owner's share would be limited to \$6,000, to the extent that this share does not exceed \$15,000. In addition to paying for the first \$6,000, owners will remain responsible for paying all actual costs that exceed \$15,000. Upon request, payment of costs that exceed \$15,000 may be deferred until the lot is developed, as provided by Resolution No. 03-55.

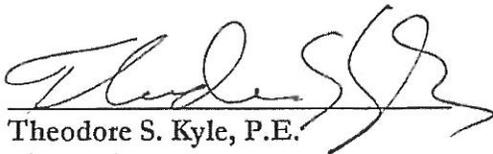
Annual Fee Adjustment

TMC 13.09.115 states that an annual percentage rate shall be applied to each property owner's share of the public sewer costs on the anniversary date of the reimbursement agreement. The Finance Director has set the annual interest rate at 6.05% as stated in Resolution No. 98-22.

Recommendation

It is recommended that a reimbursement district be formed with an annual fee increase as indicated above and that the reimbursement district continue for fifteen years as provided in Tigard Municipal Code (TMC) 13.09.110(5). Fifteen years after the formation of the reimbursement district, properties connecting to the public sewer would no longer be required to pay the reimbursement fee.

Submitted October 26, 2010


Theodore S. Kyle, P.E.
City Engineer

I:\ENG\1 - Active Projects\Canterbury Ln-103rd Ave San Sewer Reimbursement Dist. xx IFAS 930xx Key\Council\Information\11-9-10 Canterbury Reim Dist 50 Report Ex A.doc

CANTERBURY LANE
FY 2010-11 Sanitary Sewer Extension Program

Estimated Cost to Property Owners

Monday, October 18, 2010

Owner	Site Address	Tax Lot ID	Estimated Reimbursement Fee	Amount to be Paid by Owner	Amount to be Paid by City	Amount that can be Deferred by Owner
1 Miller, Paul E & Judith A	10380 SE Canterbury Ln	2S111BC02700	\$ 62,831	\$ 53,831	\$ 9,000	\$ 47,831
2 City of Tigard	10310 SW Canterbury Ln	2S111BC02603	\$ 62,831	\$ 53,831	\$ 9,000	\$ 47,831
Totals			\$ 125,663	\$ 107,663	\$ 18,000	\$ 95,663

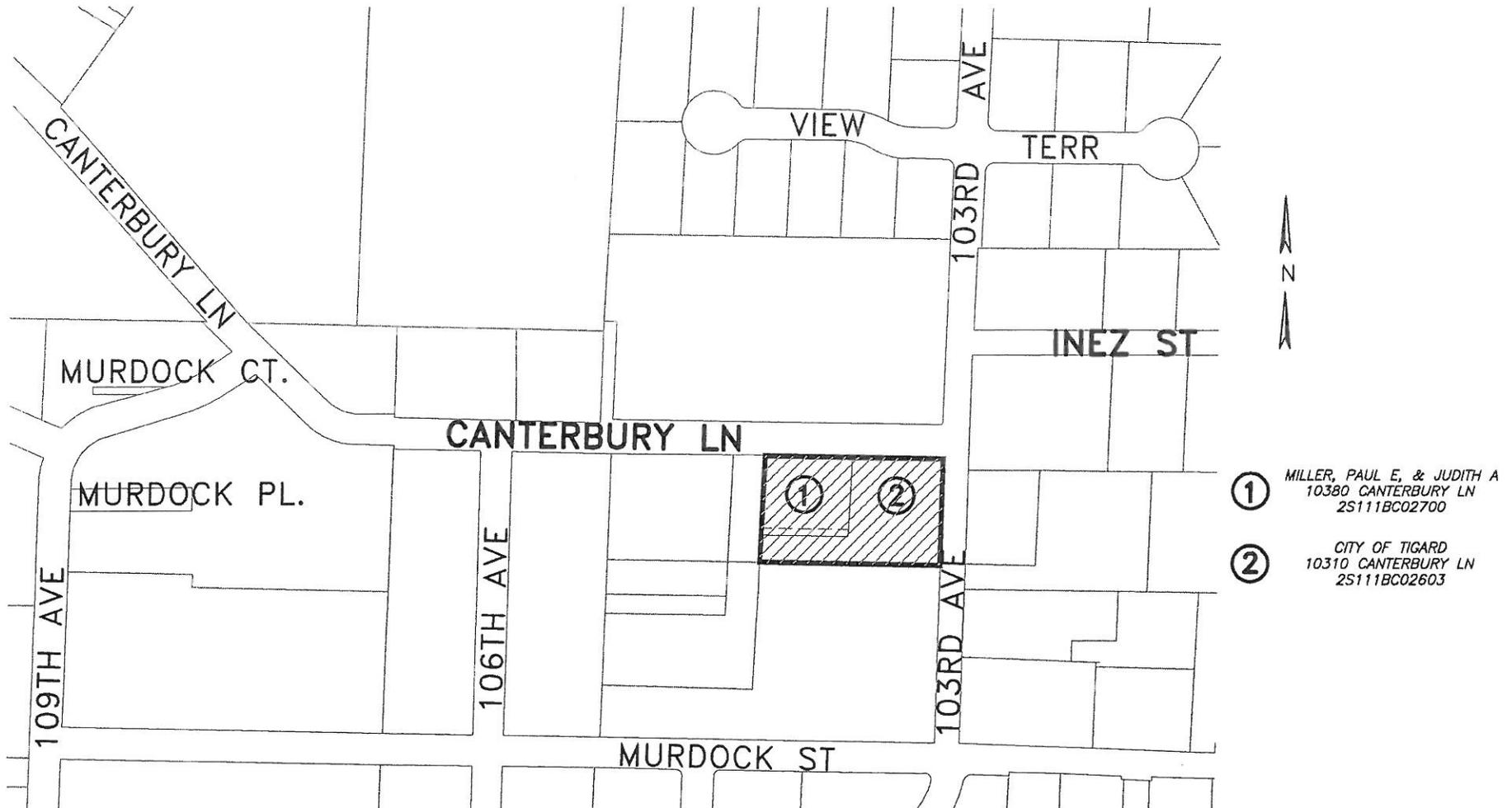
The "ESTIMATED REIMBURSEMENT FEE" column shows the estimated reimbursement fee for each lot. There are no requirements to connect to the sewer or pay any fees until the owner decides to connect to the sewer. The final reimbursement fee will be determined once construction is complete and final costs are determined.

In accordance with Resolution No. 01-46, each property owner will be required to pay the first \$6,000 of the final reimbursement fee for connections completed within the first three years of City Council's approval of the final City Engineer's Report following construction. The "AMOUNT TO BE PAID BY CITY" column shows that portion of the reimbursement fee that the owners will not be required to pay if they connect to the sewer during this three year period.

This resolution also requires owners to pay any fair share amount that exceed \$15,000. Consequently, if the final fair share for an owner exceeds \$15,000, the owner would be required to pay \$6,000 plus that amount of the fair share that exceeds \$15,000. Under Resolution No. 03-55, payment of the amount in excess of \$15,000 may be deferred until the owner's lot is developed. This amount is shown in the AMOUNT THAT CAN BE DEFERRED BY OWNER" column.

In addition to the reimbursement fee, the owners will also be required to pay a connection fee, currently \$4,135 at the time of connection to the sewer. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

CANTERBURY LANE-REIMBURSEMENT DIST NO. 50
FY 2010-11 SANITARY SEWER EXTENSION PROGRAM
A PORTION OF THE NW 1/4 SECTION 11 T2S R1W W.M.

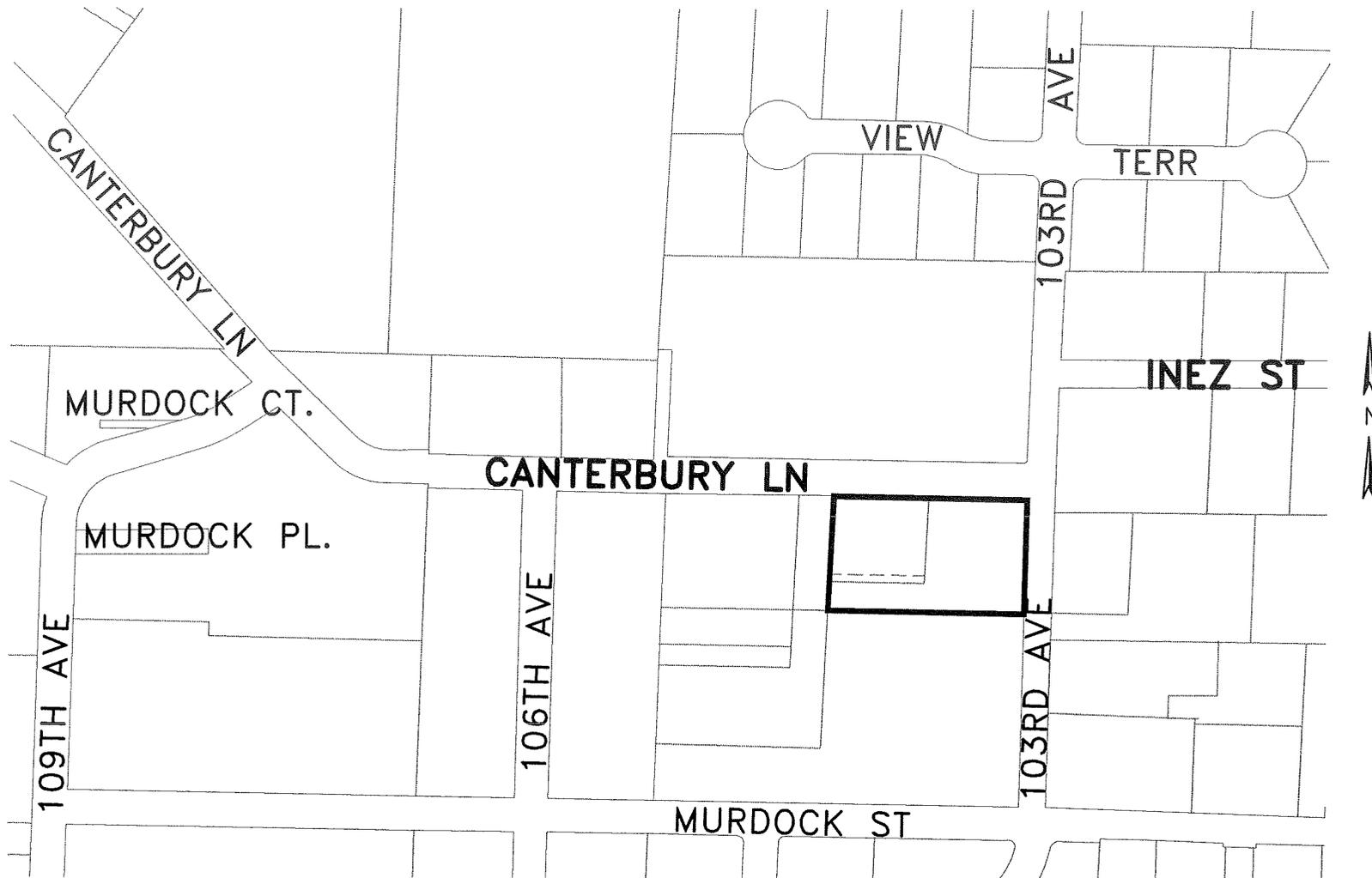


NOTE:

All properties in the reimbursement district are zoned R3.5

EXHIBIT B
NTS

CANTERBURY LANE—REIMBURSEMENT DIST NO. 50
FY 2010–11 SANITARY SEWER EXTENSION PROGRAM
A PORTION OF THE NW 1/4 SECTION 11 T2S R1W W.M.



VICINITY MAP
NTS

June 10, 2011

2S111BC02700
Paul E. and Judith A. Miller
10380 SW Canterbury Lane
Tigard, OR 97223

Subject: Notice of Hearing to Finalize SW Canterbury Lane
Sanitary Sewer Reimbursement District No. 50

The construction of a new public sanitary sewer that will serve your property has been completed. With the competitive bidding market the project was constructed for 48% less than originally estimated. This means that your share of the project costs will be lower.

City Council will hold a public hearing on June 28, 2011 to finalize Reimbursement District No. 50, see enclosed notice. You are encouraged to attend and offer oral or written testimony. Enclosed with the hearing notice is the proposed final cost of the project along with a list of each property owner's proposed reimbursement fee.

The reimbursement fee is your share of the cost of constructing the public sewer and is one half of the total project cost as shown in the column with the "Final Reimbursement Fee" heading. Your fee is calculated as follows:

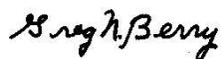
Total project cost $\$56,425/2 = \$28,213$

The actual fee required to connect is subject to the City's Incentive Program.

We will send you the results of the hearing, which will include the approved amount your final reimbursement fee. The fees discussed above are not due until you decide to connect to the sewer.

Please call me if have questions. I may be reached at 503-718-2468 or at greg@tigard-or.gov.

Sincerely,



Greg N. Berry, P.E.
Project Engineer

June 10, 2011

NOTICE
of
INFORMATIONAL HEARING
Tuesday, June 28, 2011
7:30 PM
Tigard Civic Center
Town Hall

The following will be considered by the Tigard City Council on June 28, 2011, at 7:30 pm at the Tigard Civic Center - Town Hall, 13125 SW Hall Blvd., Tigard, Oregon. Both public oral and written testimony is invited. The public hearing on this matter will be conducted as required by Section 13.09.105 of the Tigard Municipal Code. Further information may be obtained from the Public Works Department at 13125 SW Hall Blvd., Tigard, OR 97223, or by calling 503-718-2468.

INFORMATIONAL PUBLIC HEARING:

FINALIZATION OF SANITARY SEWER REIMBURSEMENT DISTRICT NO. 50 (SW Canterbury Lane). The Tigard City Council will conduct a public hearing to hear testimony on the finalization of Sanitary Sewer Reimbursement District No. 50, which has been formed to install public sewers in SW Canterbury Lane.

Each property owner's recommended fair share of the public sewer line is **\$28,213** as shown on the enclosed list. For owners with a fair share amount of less than \$15,000, the owner's fair share would be limited to \$6,000 for connections completed within three years of City Council approval of the final City Engineer's Report as in accordance with Resolution No. 01- 46. In addition to paying for the first \$6,000, owners will remain responsible for paying actual costs that exceed \$15,000. Upon request, payment of costs that exceed \$15,000 may be deferred until the lot is developed as provided by Resolution No. 03-55.

2S111BC02700
MILLER, PAUL E & JUDITH A
10380 SW CANTERBURY
TIGARD, OR 97224

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-46

A RESOLUTION REPEALING RESOLUTION NO. 98-51 AND ESTABLISHING A REVISED AND ENHANCED NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on October 13, 1998, the City Council established The Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 98-51 to encourage owners to connect to public sewer. The program was offered for a two-year period after which the program would be evaluated for continuation; and

WHEREAS, on September 26, 2000, the City Council extended The Neighborhood Sewer Reimbursement District Incentive Program an additional two years through Resolution No. 00-60; and

WHEREAS, City Council finds that residential areas that remain without sewer service should be provided with service within five years; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners to promptly connect to sewers once service is available and that owners who have paid for service provided by previously established districts of the Neighborhood Sewer Extension Program should receive the benefits of the additional incentives.

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

SECTION 1: Resolution No. 98-51 establishing the Neighborhood Sewer Reimbursement District Incentive Program is hereby repealed.

SECTION 2: A revised incentive program is hereby established for the Neighborhood Sewer Extension Program. This incentive program shall apply to sewer connections provided through the sewer reimbursement districts shown on the attached Table 1 or established thereafter. All connections qualifying under this program must be completed within **three years** after Council approval of the final City Engineer's Report following a public hearing conducted in accordance with TMC Section 13.09.105 or by **two years** from the date this resolution is passed, which ever is later, as shown on the attached Table 1.

SECTION 3: To the extent that the reimbursement fee determined in accordance with Section 13.09.040 does not exceed \$15,000, the amount to be reimbursed by an owner of a lot zoned single family residential shall not exceed \$6,000 per connection, provided that the lot owner complies with the provisions of Section 2. Any amount over \$15,000 shall be reimbursed by the owner. This applies only to the reimbursement fee for the sewer installation and not to the connection fee, which is still payable upon application for

sewer connection.

SECTION 4: The City Engineer's Report required by TMC Chapter 13.09 shall apply the provisions of this incentive program. Residential lot owners who do not connect to sewer in accordance with Section 2 shall pay the full reimbursement amount as determined by the final City Engineer's Report.

SECTION 5: Any person who has paid a reimbursement fee in excess of the fee required herein is entitled to reimbursement from the City. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. The Finance Director shall make payment to all persons entitled to the refund no later than August 31, 2001.

SECTION 6: The Sanitary Sewer Fund, which is the funding source for the Neighborhood Sewer Reimbursement District Program, shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection.

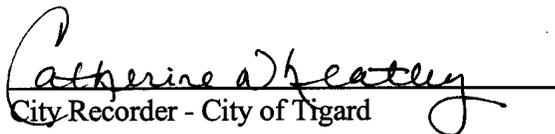
EFFECTIVE DATE: July 10, 2001

PASSED: This 10th day of July 2001.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

I:\Citywide\Res\Resolution Revising the Neighborhood Sewer Incentive Program

TABLE 1
Reimbursement Districts with Refunds Available

DISTRICT	FEE PER LOT	REIMBURSEMENT AVAILABLE	INCENTIVE PERIOD ENDS
TIGARD ST.No.8	5,193	No reimbursement available	
FAIRHAVEN ST/WYNo.9	4,506	No reimbursement available	
HILLVIEW ST No.11	8,000		July 11, 2003
106 TH & JOHNSON No.12	5,598	No reimbursement available	
100 TH & INEZ No.13	8,000		July 11,2003
WALNUT & TIEDEMAN No.14	8,000		July 11,2003
BEVELAND&HERMOSA No.15	5,036	No reimbursement available	
DELMONTE No.16	8,000		July 11,2003
O'MARA No.17	8,000		July 11,2003
WALNUT & 121 ST No.18	-	Amount to be reimbursed will be	Three years from service availability
ROSE VISTA No.20	-	determined once final costs are determined.	

* Currently being constructed

CITY OF TIGARD, OREGON

RESOLUTION NO. 03- 55

A RESOLUTION PROVIDING ADDITIONAL INCENTIVES TO THE NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM (RESOLUTION NO. 01 – 46).

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on July 10, 2001, the City Council established the Revised and Enhanced Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 01-46 to encourage owners to connect to public sewer within three-years following construction of sewers; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners of large lots to promptly connect to sewers once service is available.

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

SECTION 1: In addition to the incentives provided by Resolution No. 01-46, any person whose reimbursement fee exceeds \$15,000 and wishes to connect a single family home or duplex to a sewer constructed through a reimbursement district may defer payment of the portion of the reimbursement fee that exceeds \$15,000, as required by Section 3 of Resolution No. 01-46, until the lot is partitioned or otherwise developed in accordance with a land use permit. The land use permit shall not be issued until payment of the deferred amount is made. The Annual Fee Adjustment required by TMC Section 13.09.115 shall not apply to payment of this deferred amount.

SECTION 2: Lots that qualify under Section 1, within reimbursement districts that have exceeded the three-year period for connection, and have not connected to sewer can connect the existing structure, pay a reimbursement fee of \$6,000, and defer payment of the portion of the reimbursement fee that exceeds \$15,000 if connection to the sewer is completed within one year after the effective date of this resolution.

SECTION 3: Vacant lots improved with a single family home or duplex during the term of the reimbursement district shall qualify for the provisions of Resolution No. 01-46, pay \$6,000 if the fee exceeds that amount, and may defer payment of the portion of the reimbursement fee that exceeds \$15,000 as provided by Section 1.

SECTION 4: Vacant lots that are partitioned, subdivided, or otherwise developed during the life of the reimbursement district shall qualify for the provisions of Resolution No. 01-46, shall pay a reimbursement fee of \$6,000, and shall pay any amount due over \$15,000 at the time of development. The Annual Fee Adjustment required by TMC Section 13.09.115 shall not apply to payments made under this section.

SECTION 5: The owner of any lot for which deferred payment is requested must enter into an agreement with the City, on a form prepared by the City Engineer, acknowledging the

owner's and owner's successors obligation to pay the deferred amount as described in Section 1. The City Recorder shall cause the agreement to be filed in the office of the County Recorder to provide notice to potential purchasers of the lot. The recording will not create a lien. Failure to make such a recording shall not affect the obligation to pay the deferred amount.

SECTION 6: Any person who qualifies under Section 1 and has paid a reimbursement fee for the portion of the reimbursement fee in excess of \$15,000 is entitled to reimbursement for that amount from the City upon request. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. Any person requesting a refund must sign an agreement similar to that described in Section 5 acknowledging the obligation to pay the refunded amount upon partitioning or developing the lot.

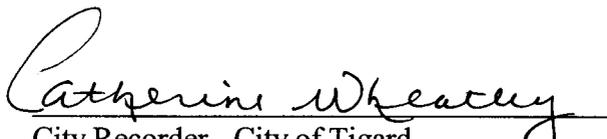
SECTION 7: The Sanitary Sewer Fund continues to remain the funding source for the Neighborhood Sewer Reimbursement District Program and shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection and for any deferred payment permitted by this resolution.

SECTION 8: This resolution is effective immediately upon passage.

PASSED: This 14th day of October 2003.


~~Mayor - City of Tigard~~
Craig E. Dirksen, Council President

ATTEST:


Catherine Wheately
City Recorder - City of Tigard

i:\eng\greg\reimbursement districts\revisions res 01-46 aug 26 03\oct 14 03 council\10-14-03 addition to res 1-46 res.doc

AIS-456

Item #: 6.

Business Meeting

Date: 06/28/2011

Length (in minutes): 15 Minutes

Agenda Title: Briefing on Communication Efforts Related to Capital Improvement Plan Projects

Prepared For: Ted Kyle

Submitted By: Ted Kyle
Public Works

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Business Meeting - Main

ISSUE

The Council will be briefed on communication efforts related to Capital Improvement Plan (CIP) projects.

STAFF RECOMMENDATION / ACTION REQUEST

No Council action is requested; the Council is asked to listen to the briefing.

KEY FACTS AND INFORMATION SUMMARY

This presentation will cover CIP communication efforts on three vastly different projects:

- Small improvement project (Lower Cherry Drive Sanitary Sewer construction).
- Large City project (Burnham Street reconstruction).
- Large improvement program (Lake Oswego-Tigard Water Partnership).

Communication techniques range from simple face-to-face conversations to elaborate public communication campaigns. New techniques, including social media (Facebook, Twitter), e-newsletters, and web sites are being used to support our projects.

CIP communication strategy and execution is currently accomplished through a combination of in-house staff and outside consultants specializing in communications, public involvement and public relations.

The Public Works Department manages CIP projects. The department understands the City places a high value on communication; one of the Council's goals for 2011 is to "Advance Methods of Communication." As the department continues place more emphasis on the communication aspects of the CIP, the department's ultimate goal is to consolidate work currently being performed by outside consultants into an in-house, "public information officer" position. If this position was added, it would be offset by a reduction in professional service costs.

OTHER ALTERNATIVES

Not applicable

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

2011 Tigard City Council Goal No. 4 - "Advance Methods of Communication."

DATES OF PREVIOUS COUNCIL CONSIDERATION

This update is one in a series of CIP updates. The last update was in April 2010.

Fiscal Impact

Cost: N/A

Budgeted (yes or no): N/A

Where Budgeted (department/program): N/A

Additional Fiscal Notes:

This briefing does not have a fiscal impact. However, the FY 2012 Budget does address the costs and efforts of providing effective communication on CIP projects. This is currently performed by a mix of in-house staff and contracts. Public Works is interested in exploring the distribution of where the work is completed. One option may be to reduce the contracted work and replace that expense with an in-house "Public Information Officer" position.

Attachments

PowerPoint Presentation

C I T Y O F T I G A R D

Respect and Care | Do the Right Thing | Get it Done



Capital Improvement Program - Benefits of Public Involvement

Tigard City Council Meeting

June 28, 2011

Public Involvement Philosophy

- ✓ Be transparent – no surprises
- ✓ Start early!
- ✓ Be strategic: target outreach to those most interested/affected
- ✓ Be clear about the genuine opportunity for input
- ✓ Be ready to seize opportunities and adapt to changes
- ✓ Keep policymakers informed

Public involvement is important on all projects!

▶ Small: **Cherry Drive Sewer Extension**

▶ Medium: ***New* Burnham Street** 

▶ Large:  **Lake Oswego · Tigard
Water Partnership**
sharing water · connecting communities



Cherry Drive Sewer Extension

Tigard engineering staff worked with property owners impacted by project.

CITY OF TIGARD



Face-to-face meetings, letters and door hangers resulted in good two-way communications.

C I T Y O F T I G A R D



New Burnham Street

A strategic communications plan guided outreach efforts for this important transportation project.

C I T Y O F T I G A R D



Outreach to impacted business owners was a top priority. *Friday Coffees* kept everyone informed.



CITY OF TIGARD



City of Tigard, Oregon

13125 SW Hall Blvd., Tigard, OR 97223
503-639-4171

"A Place to Call Home"



Tigard Public Library

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13 Jun 2011

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Downtown Tigard — The Heart of Our Community

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Who's Who on Burnham Street?

Forrest Johnson

Forrest Johnson is currently in the property management business with properties around Tigard. One of his properties and his office is on Burnham Street. His tenants at the Burnham Street property include Bare West and Gray's Automotive. Bare West builds wake board towers and boat accessories for pulling wake boards. Gray's Automotive builds and rebuilds racing engines. Forrest's father, Carl, is 96 and still managing properties around Tigard. Forrest grew up in Tigard, now lives in Estacada and was visited recently by a bobcat...never a dull moment on his tree farm.



Otak, Inc.



OTAK, Inc. has been the consulting firm working on the Burnham Street project over the last several years. They provided the street, utility and stormwater design for

Who's Who on Burnham Street?

CITY OF TIGARD



More than 300 dog owners provided input on the design of the Ash Avenue Dog Park.

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Ash Avenue Dog Park

C I T Y O F T I G A R D



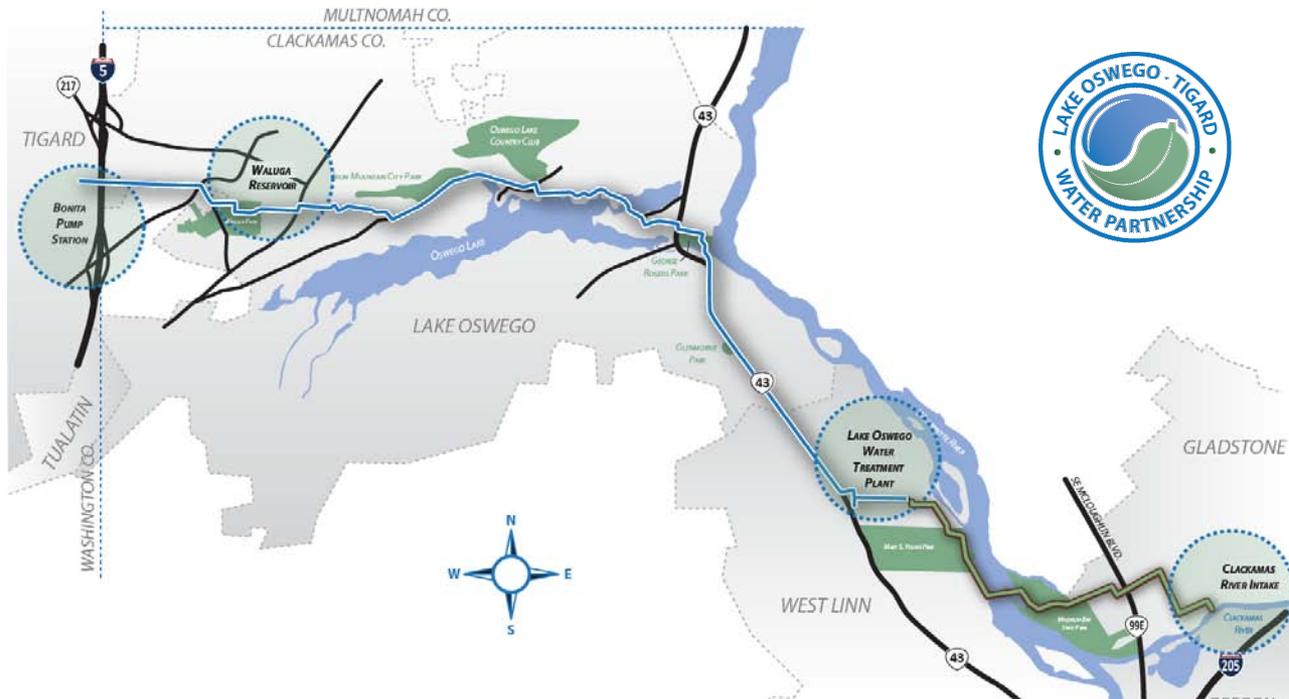
Before



After

**Burnham Street Grand Opening Celebration
Sunday, July 24!**

CITY OF TIGARD



Lake Oswego Tigard Water Partnership

A communications team supports outreach for construction of six facilities in five jurisdictions.

Many Interested Stakeholders

- ▶ Policymakers (from four cities)
- ▶ Facility neighbors
- ▶ Ratepayers
- ▶ Regulators
- ▶ Environmental advocates
- ▶ Fishers/park users
- ▶ Many others!



Neighbors tour the water treatment plant located in West Linn.

Applying a Wide Array of Communications Tools

- ▶ Project website / Facebook / Twitter
- ▶ Weekly / monthly Council updates
- ▶ Cities' websites
- ▶ Newsletters: *HelloLO*, *KnowH2O*
- ▶ Community presentations
- ▶ Fact Sheet /Water Savvy
- ▶ Videos
- ▶ Consumer Confidence Reports
- ▶ Water conservation outreach materials: *Beat the Peak!*



Good Neighbor Plans

DRAFT

Lake Oswego Water Treatment Plant
Good Neighbor Plan



March 2011



Benefits of Public Involvement

- ✓ Project moves ahead, on-time
- ✓ Achieves cost savings
- ✓ **Long-term community trust and support**
- ✓ Lasting partnerships
- ✓ An informed customer base
- ✓ Confident policymakers

AIS-556

Item #: 7. A.

Business Meeting

Date: 06/28/2011

Length (in minutes): 10 Minutes

Agenda Title: Award Contract for Financial Adviser Services to Western Financial Group and Direct Staff to Execute the Contract

Prepared For: Joseph 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 contract for financial advisory services to Western Financial Group?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award a contract for financial advisory services to Western Financial Group and direct staff to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The Tigard/Lake Oswego Water Partnership will upgrade, upsize and expand six existing facilities:

1. The river intake in Gladstone
2. The pipeline that conveys untreated water to the water treatment facility
3. The water treatment facility in West Linn
4. The pipes that convey treated water to Lake Oswego and Tigard
5. The Waluga Reservoir in Lake Oswego that provides water storage for Lake Oswego and needed capacity to provide water to both communities
6. The Bonita Road pumping station in Tigard.

Tigard has already adopted a Water Financing Plan, approved a resolution authorizing the sale of up to \$160,000,000 in water revenue bonds and approved five years of water rate necessary to pay for the Plan. Beginning in fiscal year 2011-12, the City will need financial advisory services to manage multiple bond sales of approximately \$125 million to support the activities in the Water Finance Plan. The city anticipates working with underwriter(s) for this bond sale. A Financial Advisor will be needed assist with the selection of the underwriter(s), but will not be eligible to provide underwriting services as it is important to maintain an independent third party role.

Tigard currently does not have staff with experience in issuing revenue bonds. The City has a Moody's Aa2 rating awarded for our General Obligation Parks Bond in January 2011. The City anticipates the first revenue bond sale to occur in the fall of 2011. No additional financing issues have been identified at this time, but the proposal should include hourly rates that the financial advisor would charge for additional work.

On May 24th, staff issued a Request for Proposal (RFP) for financial advisor services. Upon the closing of the RFP staff received and reviewed proposals from three firms:

- SDM Advisors, Inc and A. Dashen & Associates (joint submission)
- Western Financial Group
- Seattle-Northwest Securities Corporation

A proposal review team reviewed and scored the proposals based on the criteria identified in the RFP. The scoring averages fell as follows:

Firm Name	Firm/Team Quals (50 pts)	Understanding/Approach (35 pts)	Cost (15 pts)	Total (100 pts)
SDM Advisors and A. Dashen & Assoc.	36.8	26.3	6.3	69.4
Western Financial Group	49.5	32.5	15	97
Seattle Northwest	45	32.5	12	89.5

After review of the proposal, the proposal review team recommends a contract for the needed financial advisory services be awarded to Western Financial Group.

OTHER ALTERNATIVES

The Local Contract Review Board can elected to now award the contract at this point in time and direct staff to go forward without the services of a financial advisor.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time the Local Contract Review Board is being asked to award this contract.

Fiscal Impact

Cost: 21,878

Budgeted (yes or no): Yes

Where budgeted?: Water Capital and Finance and I.S. Administration

Additional Fiscal Notes:

The major project the Finance Advisor will assist Tigard with during the duration of the contract is assisting Tigard in issuing Water Revenue Bonds to finance the LO/Tigard Water Partnership. In the RFP's the proposals included the estimated cost for the issuing the first bond. Western Financial Group's RFP estimated the cost at \$21,878. This cost will be paid by through the bond proceeds in the Water Capital Fund.

The City's Financial Advisor also provides guidance in other areas such as financing of General Obligation Bonds, Urban Renewal, Local Improvement Districts, and other debt. Western Financial Group will charge \$225 per hour for these services. These additional services will be paid by the Finance and Information Services Administration Division and is included in the Adopted FY 2012 Budget.

AIS-538

Item #: 7. B.

Business Meeting

Date: 06/28/2011

Length (in minutes): 10 Minutes

Agenda Title: Award Contract for Water Quality Testing and Laboratory Services to Alexin Analytical Laboratories

Prepared For: Joseph Barrett

Submitted By:

Joseph Barrett
Financial and
Information Services

Item Type: Motion Requested

Meeting Type:

Council Business
Meeting - Main

ISSUE

Shall the Local Contract Review Board award a contract for water quality testing and laboratory services to Alexin Analytical Laboratories?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award the contract for water quality testing and laboratory services to Alexin Analytical Laboratories and authorize staff to finalize the contract with the vendor.

KEY FACTS AND INFORMATION SUMMARY

The city issued a request for proposal (RFP) on March 28, 2011 for the required laboratory services. The city received proposals from three firms prior to the close of the RFP. A review team scored the received proposals based on the following criteria detailed in the RFP:

- Firm and Team Qualifications - 40%
- Project Understanding and Approach - 30%
- Cost Structure - 30%

A total of 300 combined points was available during the review and the scores were as follows:

- Alexin Analytical - 298 points
- Columbia Analytical Service - 236 points
- Pyxis Laboratories, LLC - 233 points

As Alexin Analytical was determined to best meet the current needs of the city for this project, staff recommends Alexin for contract award.

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

None

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time the LCRB is seeing this contract award request.

Fiscal Impact

Cost: 225,000

Budgeted (yes or no): Pending

Where budgeted?: Water Fund

Additional Fiscal Notes:

Staff anticipates a first year (FY 2011-12) cost for this contract to be \$45,000 and is in the approved Water Fund budget. If the city chooses to enact the four one-year renewal clauses in the contract the total cost for the project over the life of the contract is estimated at \$225,000.

AIS-561

Item #: 7. C.

Business Meeting

Date: 06/28/2011

Length (in minutes): 5 Minutes

Agenda Title: Award Contract for Pavement Maintenance Program Asphaltic Concrete Overlay to S-2 Construction

Prepared For: Joseph 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 contract for Tigard's Pavement Maintenance Program's Asphaltic Concrete Overlay project to S-2 Construction?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award the contract for the City's Pavement Maintenance Program's Asphaltic Concrete Overlay project to S-2 Construction and direct staff to carry out the necessary steps to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The yearly Pavement Management Program (PMP) protects the City's investment in the street infrastructure. The program typically includes a combination of minor maintenance projects (slurry seal applications) and major maintenance projects (pavement overlays).

In a payment overlay project, the pavement on a streets has deteriorated, due to traffic usage and weather, to the point where pavement repairs and overlays are necessary to avoid further deterioration and return the street to good condition. For fiscal year 2011-2012, the city has identified the following streets that are in need of this level of repair:

- North Dakota Street
- 98th Avenue
- Commercial Street
- Kable Street
- Hoodview Street
- 66th Avenue
- Atlanta Street
- Scoffins Road
- 79th Avenue
- Park Street
- 74th Avenue
- 97th Avenue

An Invitation to Bid was issued on June 9, 2011 and advertised in both the Daily Journal of Commerce and The Tigard Times that same week. The Invitation to Bid contained a bid schedule that broke the work into five packages: one base package and four adds. The Base package contained North Dakota Street, 98th Avenue, Commercial Street, Kable Street, Hoodview Street, 66th Avenue, Atlanta Street, and Scoffins Road. Each street thereafter was considered an add package and would be added to the project if the submitted bids and available appropriations were in alignment. This Invitation to Bid structure allowed the city to award the project lowest responsible bidder offering the most available streets to be overlaid within the available appropriations in the adopted budget.

The City had approximately \$700,000 of remaining appropriation for the work and when the bids were publicly opened at 2 p.m. on June 9th the city received bids which allow for all the streets identified to be included in the project. The received bids (with pricing for the base bid plus all add packages) were as follows:

Bidder's Name - Base Bid + Add Packages Total

- S-2 Contractors - \$687,894
- Knife River - \$875,067
- Eagle-Elsner - \$828,060
- Oregon Asphaltic Paving - \$772,459
- Baker Rock Resources - \$848,545
- Brix Paving Northwest - \$901,674

Staff has reviewed the bids and believes S-2 Contractors to be a reputable company that is capable of doing the work. Staff is not aware of any problems, issues or other reasons to not award the contract to them. Therefore, staff recommends awarding the 2011-12 Pavement Management Program – Asphaltic Concrete Overlay contract to S-2 Construction, Inc.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time the Local Contract Review Board has seen the 2011-12 Pavement Maintenance Program's Asphaltic Concrete Overlay contract award item.

Fiscal Impact

- Cost:** \$687,894
- Budgeted (yes or no):** Yes
- Where Budgeted (department/program):** Street Maintenance Fund

Additional Fiscal Notes:

The proposed contract for the asphalt overlay project is for \$687,894. The City's adopted Fiscal Year 2011-2012 budget has \$1,025,000 for the construction phase of the Pavement Management Program which, after the \$293,176 contract for the slurry seal portion that the LCRB awarded on May 24, 2011, leaves roughly \$730,000 for the pavement overlay portion of the program. No work on this contract will begin prior to July 1, 2011 or without budget appropriations.

AIS-546

Item #: 7. D.

Business Meeting

Date: 06/28/2011

Length (in minutes): 10 Minutes

Agenda Title: Award Contract for the 100th Avenue Sanitary Sewer Project to S-2 Contractors

Prepared For: Joseph 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 the contract for the city's 100th Avenue sanitary sewer project to S-2 Contractors?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award the contract for the city's 100th Avenue sanitary sewer project to S-2 Contractors and authorize staff to finalize and execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The Sanitary Sewer Extension Program began in FY 2001-02 in order to extend sewers to all developed but un-sewered residential areas citywide. The city uses the formation of reimbursement districts to construct the sewers. The Commercial Area Sewer Extension Program is also funded from the Sanitary Sewer Fund and offers commercial entities the opportunity to participate in reimbursement districts for extension of sewer service to commercial areas. One of the areas schedule for the 2011-2012 fiscal year is SW 100th Avenue and View Terrace - Sewer Reimbursement District No. 42.

An Invitation to Bid was issued for the project on April 25, 2011. A mandatory pre-bid meeting was held with potential bidders on May 4, 2011 and staff detailed the project for those present. The Invitation to Bid closed on May 12, 2011 and the city received bids from eight firms. Firms submitting bids and their bid total were as follows:

S-2 Contractors - \$260,642

Canby Excavation - \$349,707

NW Kodiak Construction - \$368,998

Integrity Excavating & Construction - \$369,539

Landis & Landis Construction - \$379,054

Paul Lambson Contracting - \$389,000

Emery & Sons Construction - \$448,295

Jim Smith Excavating - \$461,722

Staff has reviewed the bids and believes S-2 Contractors to be a reputable company fully capable of performing the work required on this project. Therefore, staff recommends that the Local Contract Review Board award the 100th Avenue project in the city's sanitary sewer extension program to S-2 Contractors.

OTHER ALTERNATIVES

The Local Contract Review Board could direct staff to reissue the Invitation to Bid.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time the Local Contract Review Board is being asked to award a contract for this project.

Fiscal Impact

Cost: \$260,642

Budgeted (yes or no): Yes

Where budgeted?: Sanitary Sewer Fund

Additional Fiscal Notes:

This project is part of the Citywide Sanitary Sewer Extension Program for which there is \$420,500 for construction budgeted in FY 2011-12. Construction of this portion of the program will leave just under \$160,000 for construction of the other portion of the program during the fiscal year.
