



City of Tigard

Tigard Business/Workshop Meeting – Agenda

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

Revised 8/16/2012*

MEETING DATE AND TIME:

August 21, 2012 - 6:30 p.m.

MEETING LOCATION:

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

*Revised 8/16/2012: Consent Agenda Item 2.B added - APPROVE A COOPERATIVE AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION AND WALMART and Item added after Consent Agenda - CONSIDER SUBMITTING A PROPOSED CHARTER AMENDMENT TO THE NOVEMBER 6, 2012, BALLOT REQUIRING A PUBLIC VOTE RELATED TO LIGHT RAIL CONSTRUCTION FUNDING ,

PUBLIC NOTICE:

Times noted are estimated.

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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.

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Replay Schedule for Tigard City Council Workshop Meetings - Channel 30

- Every Sunday at 11 a.m.
- Every Monday at 6 a.m.
- Every Tuesday* at 2 pm (**Workshop meetings are not aired live. Tuesday broadcasts are a replay of the most recent workshop meeting.*)
- Every Thursday at 12 p.m.
- Every Friday at 3 a.m.

SEE ATTACHED AGENDA



City of Tigard

Tigard Business/Workshop Meeting – Agenda

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

MEETING DATE AND TIME:

August 21, 2012 - 6:30 p.m.

MEETING LOCATION:

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

6:30 PM

1. BUSINESS/WORKSHOP MEETING
 - A. Call to Order- City Council, Local Contract Review Board & City Center Development Agency
 - B. Roll Call
 - C. Pledge of Allegiance
 - D. Council Communications & Liaison Reports
 - E. Call to Council and Staff for Non-Agenda Items

2. CONSENT AGENDA: (Tigard City Council and Local Contract Review Board) - These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - A. Approve City Council Meeting Minutes for:
 1. June 26, 2012

 - B. APPROVE A COOPERATIVE AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION AND WALMART

*****NEW BUSINESS MEETING ITEM BELOW*****

> CONSIDER SUBMITTING A PROPOSED CHARTER AMENDMENT TO THE NOVEMBER 6, 2012, BALLOT REQUIRING A PUBLIC VOTE RELATED TO LIGHT RAIL CONSTRUCTION FUNDING **6:40 p.m. estimated time**

****WORKSHOP MEETING FOLLOWS****

3. RECEIVE CAPITAL IMPROVEMENT PLAN UPDATE **6:55 p.m. estimated time**
4. DISCUSS AND DIRECT STAFF ON A CONCEPT DESIGN FOR PACIFIC HIGHWAY/McDONALD STREET/GAARDE STREET INTERSECTION IMPROVEMENTS **7:10 p.m. estimated time**
5. RECEIVE TIGARD TRIANGLE PLAN UPDATE **7:40 p.m. estimated time**
6. DISCUSSION ON ANNEXATION POLICY **8:25 p.m. estimated time**

****CITY CENTER DEVELOPMENT AGENCY MEETING****

7. APPROVE CITY CENTER DEVELOPMENT AGENCY MINUTES **8:55 p.m. estimated time**
 - A. July 3, 2012
8. REVIEW TARGETED INCENTIVE PROGRAM REQUEST FOR PROPOSALS **9:00 p.m. estimated time**
9. DISCUSS DEVELOPER MEETINGS **9:20 p.m. estimated time**
 - EXECUTIVE SESSION: The Tigard City Center Development Agency will go into Executive Session to conduct real property negotiations under ORS 192.660(2) (e). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public. **9:30 p.m. estimated time**
10. COUNCIL LIAISON REPORTS
11. NON AGENDA ITEMS
12. ADJOURNMENT **9:50 p.m. estimated time**

AIS-998

2. A.

Workshop Meeting

Meeting Date: 08/21/2012

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Cathy Wheatley, Administrative Services

Item Type: Motion Requested

Meeting Type:

Consent Agenda

Information

ISSUE

Approve City Council meeting minutes.

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as submitted.

KEY FACTS AND INFORMATION SUMMARY

Proposed minutes for the council meetings of June 26 and July 17, 2012 are attached.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

June 26, 2012 Council Meeting Minutes



City of Tigard

Tigard City Council Meeting Minutes

June 26, 2012

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

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

Staff present: City Manager Wine, Assistant City Manager Newton, Assistant Public Works Director Rager, Parks Facilities Manager Martin, Senior Project Engineer Murchison, City Attorney Ramis, City Recorder Wheatley

- **STUDY SESSION**

- A. Discussion and Development of a Park Naming Procedure

Track 2

Mayor Dirksen introduced discussion on this agenda item noting this issue came about after initial discussions about the name for a new park (an 8-acre parcel on Bull Mountain). During Mayor Dirksen's remarks he indicated his preference would be to name the largest parcel assembled for parkland on Bull Mountain, "Bull Mountain Park."

City Manager Wine referred to park-naming discussions previously. A couple of times during the property acquisition process on several properties, the question was raised whether the name of the prior owner should carry. The park-naming procedures are unclear.

Parks Facilities Manager Martin said it is timely for the City Council to review this matter, because the property referred to as the Summer Creek Property has not been named. The property on Sunrise is being referred to as the Sunrise Property; however, if there is a desire to call it something else, then the sooner the better to avoid confusion. The Paull properties acquisition was presented to PRAB as "East Bull Mountain," and a "Friends of East Bull Mountain" group has already formed and has a presence on the Internet. Council members referred to other instances of properties purchased: the "Fowler Property" and "Cach Creek." The original 11 acres, according to Parks Facilities Manager Martin, should be called Cach Creek due to an agreement made at the

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time the city purchased this property. The family has requested the spelling be changed from “Cache” to “Cach.” During discussion, Parks Facilities Manager Martin suggested this area could be called the Cach Creek Nature area within the Bull Mountain Park. The entire park area (including the Cach area) is about 20 acres.

Assistant Public Works Director Rager advised, in response to a question from Councilor Henderson, that City Council has the authority through the “memorial policy” to name parks. There is no process spelled out regarding how a park name can be proposed for City Council consideration. He referred to a couple of options staff put together for council to begin its discussion on developing a park naming procedure.

Councilor Wilson suggested at the beginning of a project a more generic name be used; i.e., Park No. 1. However, he said it is not that important because a name can be changed – as they are all of the time. Primarily, he would prefer the name to be simple, easy to spell, descriptive and non-controversial.

City Manager Wine advised that part of staff’s reasoning for bringing this forward to council discussion, is to determine “the how of it” – who would the council like to have involved at the point when naming occurs. Current policy is unclear about who initiates that discussion.

Council President Buehner said there should be a clear policy regarding negotiations to purchase policy and how the park shall be named. Parks Facilities Manager Martin the name of the park can be asked for by the seller as part of the purchase and sale agreement. Council President Buehner said the policy should address this should the subject of the name not come up during the purchasing negotiations. Assistant Public Works Director Rager recalled that for one negotiation, the city’s real estate attorney offered that the property could be named after the seller as a negotiation tool.

Councilor Wilson said he would rather it be the policy not to name parks after the sellers; however, the city would have the option to allow it. He said unless the property is donated, he does not see any reason to honor someone who is receiving full market value for the property. However, if naming the park after the seller is necessary to “make the deal,” then it could be considered. Parks Facilities Manager Martin said that part of the policy acknowledges that name selection is a negotiating tool. Mayor Dirksen said naming a park after someone should be worth something. He said we have been too quick to agree to name property after the people who sold the property to the city. Council President Buehner said she thought transferring the seller’s name to the parcel should be a consideration as part of the buying process.

Assistant Public Works Director Rager asked that, aside from the purchase negotiations, the council give direction about the process by which the staff would come to the council with name options. He asked if the council would be in favor of having staff acquire name nominations through the PRAB and then present council with the top picks for final selection (Option B in the staff report). Mayor Dirksen said he thinks the council should have the opportunity to nominate potential names for PRAB

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consideration as well. The final decision for the name would rest with the City Council. He suggested a collaborative process. City Manager Wine said staff's proposed Option B envisions a process by which council and the PRAB would be the generators of naming ideas.

City Manager Wine said, based on tonight's discussion, staff will put together a redraft of the sample resolution that follows the guidelines contained in Option B for council consideration. Councilor Woodard said he likes Option B and added he would like to retain the ability to offer the name as a negotiation tool during the process of purchasing a property. Assistant Public Works Director Rager said this information could be brought to the council during the course of real estate transaction negotiations. Mayor Dirksen agreed that the name selection should always be an option for consideration during property purchase negotiations.

Assistant Public Works Director Rager called council's attention to a document attached to the Agenda Item Summary, titled *Excerpt – Property Acquisition Procedures*. This document says "Naming" rights for the property are frequently desired by the owner." The procedures then note this is a point of negotiation.

Councilor Woodard suggested that when PRAB is considering names, the City Council could be presented with three memorial naming options (if available) so these could be considered. He explained potential names could be of historical significance for the council to consider for places or people who have made great contributions to the community. Council President Buehner said she would prefer not to have the policy too tightly written and limited.

B. Review City Council Appointment Matrix

City Manager Wine said this item is before the City Council for members to review the existing matrix as confirmed in January. Staff requests the council reviews and confirms or make reassignments to the board and commission liaison appointments. Staff would like to clarify any misunderstandings or those not accurately captured for the matrix.

Council President Buehner reported that she and Councilor Wilson traded certain assignments – one was noted and the other not. Councilor Wilson picked up the transportation assignments and Council President Buehner took on the water-related assignments. After discussion, the following change was noted for the appointment matrix:

Willamette River Water Coalition:

Primary: Councilor Henderson

Alternate: Council President Buehner

Council President Buehner suggested that when appointments are assigned next year that the same person should be appointed for the Regional Water Providers Consortium and the Willamette River Water Coalition.

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Other water-related groups include the Intergovernmental Water Board and the Tigard-Lake Oswego Joint Water Partnership Oversight Committee.

Council President Buehner referred to the Clackamas River Water Providers and the advisability that someone from Tigard join that group as a representative. Staff will follow up so council can consider joining this group at the next review period of council liaison appointments.

Councilor Henderson advises he serves as the representative to the Tree Board. He asked whether Councilor Wilson had attended these meetings at one time. After discussion, it was determined that when the Urban Forestry Code was in initial development, there was an advisory committee formed and Councilor Wilson attended those meetings. The Tree Board has been somewhat inactive recently; there has been some discussion of adding some issues for the group to review. Mayor Dirksen said there has been some discussion about changing the name from the Tree Board to the Natural Resources Board and they would address things such as understory and wildlife. Councilor Henderson said he would be interested in remaining as the liaison.

There was discussion on the Washington County Coordinating Committee (WCCC) for which Mayor Dirksen is the primary representative. This Committee deals with transportation issues. Representatives consist of the mayors of cities and officials from special districts. Washington County commissioners expressed concern that as Tigard will soon have transition on the City Council, that a new primary representative should be identified. Council President Buehner now serves as alternate to this group and Mayor Dirksen suggested it would be a good idea if she began to attend WCCC meetings with him on a regular basis.

The Mayor serves as the primary to the Westside Economic Alliance. Mayors are invited to belong to this group. There is a board meeting on June 27 and Mayor Dirksen said he plans to ask how the transition would occur; he'll report what he finds to the rest of the council.

City Manager Wine said the matrix would be revised as directed this evening. She called attention to the assignments for Mayor Dirksen and asked the City Council members to consider who might succeed the mayor. The liaison appointments will be reviewed by the council again after the November 2012 election results are known.

Track 4

C. Administrative Items

- Complete Insurance Benefit Forms - Open Enrollment Ends June 27 – Mayor Dirksen reminded council members to complete benefit forms.

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Council calendar items were reviewed:

- Council Calendar:
 - July - Beginning of City Hall offices open 8 a.m. to 6 p.m., Monday through Thursday; Closed on Fridays
 - July 3 - CCDA Meeting - 6:30 p.m.
 - July 4 – Independence Day Holiday - City Offices Closed
 - July 10 - Business Meeting - 6:30 p.m. Study Session/7:30 p.m. Business Meeting
 - July 17 - Workshop Meeting - 6:30 p.m.
 - July 24 - Business Meeting - 6:30 p.m. Study Session/7:30 p.m. Business Meeting
 - August 7 - CCDA Meeting Canceled so City Council can attend National Night Out

Mayor Dirksen read the citation for an executive session:

- EXECUTIVE SESSION: The Tigard City Council went into Executive Session at 7:05 p.m. to discuss real property transactions under ORS 192.660(2) (e).

Executive Session concluded at 7:19 p.m.

1. BUSINESS MEETING

- A. Mayor Dirksen called the meeting to order at 7:31 p.m. 
- B. Roll Call

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

- C. Pledge of Allegiance



- D. Council Communications & Liaison Reports - Mayor Dirksen advised there will be several liaison reports, which will be given during Agenda Item No. 8 (see below).



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

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2. CITIZEN COMMUNICATION

- A. Follow-up to Previous Citizen Communication – None.
- B. Citizen Communication – Sign Up Sheet



Gary Romans, 13166 Broadmoor Drive, Tigard, OR 97223 spoke as a representative of the Mask & Mirror Community Theater. He thanked the City Council for its support of the arts and recreation in Tigard. He reported that more than 85 volunteers have put in more than 9,000 hours to fully stage three productions. A little more than 1,300 tickets were sold and all productions were financially viable. The group presented eight library readings, including the Tigard library where the public participated by reading parts in plays. They just completed managing the community stage at the Tigard Festival of Balloons.

Next year, Mr. Romans advised that Mask & Mirror plans three more productions at the Tigard Calvin Presbyterian Church, where they are renting a stage. The group received a grant from the Cultural Coalition of Washington County and the Oregon Cultural Trust and they will provide free entertainment in an effort they are calling “Traveling Thespians.”



Mayor Dirksen congratulated the group on a successful first season.



Mayor Dirksen reviewed the Consent Agenda:

3. CONSENT AGENDA:

- A. Approve City Council Meeting Minutes for:
 - 1. June 5, 2012
- B. Local Contract Review Board:
 - 1. Award Fuel and Related Services Contract to Bretthauer Oil Company

Motion by Councilor Wilson, seconded by Councilor Henderson, to approve the Consent Agenda.

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

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

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4. PUBLIC HEARING - APPROVE ISSUANCE OF TAX EXEMPT BONDS BY YAMHILL COUNTY FOR THE BENEFIT OF GEORGE FOX UNIVERSITY - RESOLUTION

-  Mayor Dirksen opened the public hearing.
- Declarations or Challenges: None.
- Finance and Information Services Department Director LaFrance presented the staff report.
 - This matter is, essentially, a formality as there is no financial impact to the City of Tigard for this action. The action is to help Yamhill County and George Fox University. The University has a campus in the City of Tigard.
 - The bond is being refinanced to take advantage of the favorable interest rates.
 - Because part of the bond proceeds were spent in the City of Tigard, the city is required by the Internal Revenue Service to take the action as proposed in the resolution.
- Public Testimony - None.
- Staff recommended the council approve the proposed resolution.
- Council Questions
 - In response to a question from Councilor Henderson, Finance and Information Services Department Director LaFrance advised that George Fox University is an owner in the property where their campus is located in Tigard. A small portion of the bond proceeds were used for this facility. Finance and Information Services Department Director LaFrance said that as a non-profit organization, he is not sure that they are required to pay taxes. The bond is tax-exempt.
-  Mayor Dirksen closed the public hearing.
- Council Consideration

Motion by Council President Buehner, seconded by Councilor Wilson, to approve Resolution No. 12-24.

RESOLUTION NO. 12-24 - A RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE REFUNDING BONDS, SERIES 2012A (GEORGE FOX UNIVERSITY PROJECT) (TAX-EXEMPT) BY YAMHILL COUNTY, OREGON

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

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



5. PUBLIC HEARING - APPROVE FISCAL YEAR 2012 YEAR-END SUPPLEMENTAL BUDGET AMENDMENT

- Mayor Dirksen opened the public hearing.
- Mayor Dirksen asked if any council member wished to declare or discuss a conflict of interest or abstention. There were no declarations and there was no discussion of a conflict of interest or abstention.
- Senior Analyst Collins presented the staff report. The items contained in the proposed amendment will be paid for by contingency funds or additional revenue. There will be no impact on the ending fund balances. Ms. Collins reviewed the list of items requiring council action, which are outlined in the Agenda Item Summary for this matter.
- Councilor Henderson inquired about the Fanno Creek Trail Parks SDC expenditures on the list of items requiring council action. Senior Analyst Collins advised the transfer will occur within the SDC accounts, not the General Fund. In response to a request from Councilor Henderson, Ms. Collins said she would provide the balance remaining in the General Fund Contingency.
- Public Testimony: None.
- Staff recommended approval of the proposed resolution.
- Mayor Dirksen closed the public hearing.
- Council Consideration

Motion by Councilor Wilson, seconded by Councilor Woodard, to approve Resolution No. 12-25.

RESOLUTION NO. 12-25 - A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET TO ACHIEVE THE FOLLOWING: BUDGET OF UNANTICIPATED EXPENDITURES IN PUBLIC WORKS, THE CAPITAL IMPROVEMENT PROGRAM, DEBT SERVICE, AND FINANCE & INFORMATION SERVICES

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

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



(Agenda Item No 6 was heard after No. 7)

6. PRESENTATION OF THE CITY OF TIGARD'S AUDIT AND APPROVE THE FINANCIAL OPERATION'S DIVISION RESPONSE TO THE SECRETARY OF STATE'S AUDIT'S DIVISIONS FINDINGS REGARDING THE CITY'S ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2011 - RESOLUTION

Assistant Finance Director Smith-Wagar and Mr. Robert Moody, CPA and partner of the Talbot, Korvola, and Warwick firm presented information to the council.

The City of Tigard was selected for a review this year by the Oregon Secretary of State's Audits Division.

Mr. Moody presented required communications to the council. Assistant Finance Director Smith-Wagar distributed the Comprehensive Annual Financial Report for the fiscal year ended June 30, 2011.

- Mr. Moody introduced his firm's "In Charge" for the audit, Monica Parker.
- Mr. Moody referred to his "Report to the Council." (State and Auditing Standards No. 114) He advised that if there had been any disagreements with management about accounting pronouncements or implementation, this would have been in this report. In addition, if there had been any significant problem with the audit, it would have been included in the report. He urged the City Council members to review this report and said there is information about upcoming standards.
- This audit for 2011 went very well and is a testament to the City of Tigard staff. They were prepared and responsive to requests from the auditors.
- The purpose of an audit is to provide an opinion whether financial statements are materially correct as presented; i.e., reasonable assurance. The auditors review a sample of a variety of records representative of the financial records generated by the city. The sample and review is designed to include enough data to support the auditors' conclusions and opinions reached on the financial statements.

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- Based on the work conducted in the audit, the auditors gave the city a “clean opinion” or an unqualified opinion on the city’s financial statements. This is the highest level of assurance the auditors can give a city as independent CPA’s. He clarified that the audit is not a fraud, forensic or performance audit. The audit his firm conducted was a financial statement audit as his firm was engaged to perform.
- Mr. Moody advised his firm supports the formation of an audit committee. This will give his firm an opportunity to present more detail on findings throughout the audit process.
- The firm’s opinion is on Page 15 of the financial statement document. This is the only piece within the financial statement that was prepared by the auditor. The remaining pages of the documents were prepared by City of Tigard staff.
- Mr. Moody urged the City Council to look at the Management’s Discussion and Analysis contained in the financial statement, beginning on Page 17. This is a good summary of the status of the financial picture for the city in 2010 and 2011. This summary is written to be useful so the average reader can understand the financial condition of the city.
- The biggest change that occurred with the 2011 financial statement was the implementation of GASB Statement No. 54. This statement is from the requirement for local governments to review fund structure and definitions; i.e., General Fund, Special Revenue Funds, Capital Project Funds, and Debt Service Funds. The objective is to make sure that the way the city is using its funds is within the definitions. Prior to GASB 54, the fund balance in governmental funds was shown in three areas: reserved, unreserved, and unreserved designated. Over time these three areas lost identity with regard to what these funds were to be used for from organization to organization. Now the fund balance is divided into five areas: restricted (external restriction); commitment (internal restriction); assigned; unassigned; and non-spendable (not easily converted to cash – i.e., long-term receivables and inventory).
- Mr. Moody referred to Page 38 of the financial statement document. The beginning fund balance was restated to correct a previous presentation of inter-fund loans. Staff brought this to the auditors’ attention early in the audit process so the presentation could be corrected.



Mr. Moody asked for questions from the City Council. In a discussion with Councilor Henderson, Mr. Moody commented about the good efforts by staff. There were a number of meetings among the auditors and staff to discuss and reach agreement on how to address issues.



Mr. Moody referred to the Federal Compliance Audit also performed by his firm. The City of Tigard spends a number of federal dollars each year and, as a result, is subject to a “single audit,” (if more than \$500,000 of federal funds are expended). A separate set of reports were issued. One of the reports is on compliance and internal control at the financial statement level (Page 179 of the financial statement). This report contains the auditors’ review of internal controls and compliance. The auditors made note of a couple of things. When specifically reviewing the federal compliance, each grant that the city receives and spends comes with one or more of fourteen potential compliance requirements. The city did a good job in documenting compliance and internal controls over compliance, no findings were noted.

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The auditors put together a schedule of “findings and question costs.” Findings highlighted were reviewed by Mr. Moody. No findings were serious; items discovered were corrected and steps outlined so the errors would not recur.

Assistant Finance Director Smith-Wagar presented information on the Oregon Secretary of State’s Audits Division set of six findings and the steps the city is taking to correct these findings. These steps are outlined in the proposed resolution before the City Council and include:

- Need for more review of work – scheduling enough time for review and having a sufficient number of trained staff to conduct the review. Steps have been taken to provide sufficient time for review and training has been provided to another staff member.
- While staff takes the findings seriously, none of the six findings by the Audits Division had an impact on the ending fund balance.

The six findings, as addressed in the proposed resolution were reviewed by Assistant Finance Director Smith-Wagar; see Appendix A of Resolution No. 12-27.

State law requires the city council to consider and approve a resolution stating:

1. The city staff has received additional training;
2. More internal controls over reporting have been instituted – someone who does the work and someone who reviews this work.
3. Audit procedures timing and financial report preparation schedule have been revised to allow sufficient time for reviews.

Council President Buehner asked if her understanding was correct in that staff and the city’s auditor had already found most of these issues before the state’s letter was received and staff was in the process of taking corrective action. Assistant Finance Director Smith-Wagar said a couple of the errors were discovered prior to the state’s letter and also steps were being taken to provide for a better review process.

Councilor Woodard referred to the state’s letter, notation No. 4. Assistant Finance Director Smith-Wagar explained that fund balances listed on Page 37 and Page 75 of the Financial Report should be broken out into the same categories. (Page 75 should have been broken out the same as Page 37 according to the state audit manager). Staff will work with the audit manager to determine whether this is appropriate. Mr. Moody said he and others take the position that GASB has no real jurisdiction behind the notes; rather, GASB sets generally accepted accounting principles and budgetary schedules are not subject to the same requirements – this position will be discussed further with the state audit staff.

In response to a question from Councilor Henderson, Assistant Finance Director Smith-Wagar advised the state performed a desk review of the financial report; they did not come on site. They have no conversations with the staff of the jurisdictions they are reviewing. Every year a number of reports are selected for review.

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In response to a question from Councilor Wilson, Mr. Moody advised the rules are applied the same by the state to all size of cities, except if the city is really small. Some cities are so small, they are not subject to the audit requirements.

Motion by Council President Buehner, seconded by Councilor Wilson, to approve Resolution No. 12-27.

RESOLUTION NO. 12-27 - A RESOLUTION APPROVING THE FINANCIAL OPERATIONS DIVISION'S RESPONSE TO THE SECRETARY OF STATE AUDITS DIVISION'S FINDINGS REGARDING THE CITY'S ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED JUNE 30, 2011.

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

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



(This item was considered by council before Agenda Item No. 6)

7. ESTABLISH THE CITY OF TIGARD AUDIT COMMITTEE - RESOLUTION

Assistant Finance Director Smith-Wagar presented the staff report. Also present to assist with information presented to the City Council was Mr. Rob Moody from the Certified Public Accountant firm of Talbot, Korvola, and Warwick. Ms. Smith-Wagar reviewed the structure of the proposed audit committee as outlined in the Agenda Item Summary for this matter. This proposal was reviewed previously with the Council/Budget Committee and would create a body that the Auditor can report to that is independent of management and Council.

During a previous discussion with the council, it was the preference for a member of the council, the budget committee and the general public to make up the membership of the Audit Committee. Assistant Finance Director Smith-Wagar described the proposed structure and terms of the committee members.

In response to a question from Councilor Henderson, Assistant Finance Director Smith-Wagar advised the committee would start soon. The audit for FY 2011 is finished and the audit for FY 2012 will be starting soon.

Councilor Henderson referred to the turnover that might occur on the council and how this was anticipated with regard to membership. Assistant Finance Director Smith-Wagar said if a council member left before the end of his or her term on the Audit Committee, then another City Council

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member could be named as a replacement; or, the City Council could ask the person leaving the council to continue as a member of the Audit Committee.

Mr. Moody offered some information on how several of their clients handle committee membership. The City of McMinnville has two councilors on their Audit Committee along with a Budget Committee member. Washington County has a commissioner and five other members that are at-large and are financial professionals, mostly in government. Clackamas County's Audit Committee is made up of one commissioner and several other individuals. There are many other models. He referred to Ms. Smith-Wagar's comments regarding the benefits of an Audit Committee. Typically, having someone with financial expertise/background is a primary goal so that the fiduciary responsibility for the City Council is fulfilled without taking all of the council's valuable agenda time. The Audit Committee would have the opportunity to focus on issues during the audit as well as the oversight of the independent auditors.

Councilor Henderson asked about the set up for terms. Assistant Finance Director Smith-Wagar said the goal would be to stagger the terms so all of the committee members would not be "brand new" at once. She said the council might decide to choose a council person to serve who is not up for election and could be expected to be around for the two years of the term.

 Mayor Dirksen noted that the council has the authority to choose whom they wish from among the City Council members. Because of the circumstances for this year, the decision could be based upon who could serve the entire term. Council President Buehner asked about the requirements for the Audit Committee. Mr. Moody advised, as auditors, their professional standards require them to have communications with the council or audit committee; i.e., those charged with governance. He described activities such as preliminary conversations about risks of fraud and internal control structure and the audit committee's role including risk assessment, monitoring, control procedures and the information flow throughout the organization. Each year the auditors would orient new members and talk to them about the basic approach and inquire if the new member can identify any areas that should be worked into the audit plan.

 Mayor Dirksen spoke to his support of the composition of the proposed committee members.

 Motion by Council President Buehner, seconded by Councilor Henderson, to approve Resolution No. 12-26.

RESOLUTION NO. 12-26 - A RESOLUTION ESTABLISHING THE CITY OF TIGARD AUDIT COMMITTEE

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

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

TIGARD CITY COUNCIL MEETING MINUTES – JUNE 26, 2012



8. COUNCIL LIAISON REPORTS

- Councilor Woodard - Economic Development

Councilor Woodard said he was planning to give a slide presentation to the City Council on July 10. He and Councilor Henderson attended two economic development national seminars. In his report on July 10, he will cover information regarding the components already in place in Tigard to promote economic development as well as steps that could be added.

While it is not the government's job to directly create businesses or jobs, it does need to be responsible for land use and transportation policies that would stimulate the local economy. He spoke to establishing an economic development organization.

The new way to do business is through an economic development organization. He quoted a source from the seminar:

If your city doesn't have an economic development organization with an effective, interactive website or nice brochure that shows what your community is attempting to sell or market to business as a quality of place within a geographic location, you will lose out on many investments that are good for your community.

On July 10, Councilor Woodard will present the types of grant opportunities that could be offered to the City of Tigard by coordinating with investors and others. He referred to land use development and redevelopment steps that could be considered. He suggested that it might be a good idea to hold a workshop discussion after his presentation on July 10 and requested the Mayor consider setting this for a future agenda item. The mayor indicated he would like to discuss this with the council after the presentation regarding a date to hold a conversation on the ideas presented by Councilor Woodard. The mayor said he has always felt strongly that the city needed to move into the area of economic development. The combination of where we are with regard to financial stability for the country and the city – as well as where we are in the plans for the downtown and the southwest corridor – indicates this discussion would be timely. Councilor Woodard referred to cost-effective models for Tigard to investigate.

- Council President Buehner – Westside Economic Alliance

Council President Buehner attended an Alliance meeting where a speaker compared Portland to Seattle with regard to their respective economic situations. Here is a summary of the speaker's remarks:

- The Seattle and Portland areas were similar in terms of net income/wages. Oregon declined somewhat in the 1980's, during the recession creating a small gap from how

TIGARD CITY COUNCIL MEETING MINUTES – JUNE 26, 2012

Seattle was faring economically. In the 1990's Seattle started to "take off" and grew even faster in the 2000's. The Portland metro area, as a whole, has failed to recognize some of the needs in terms of wage increases and employment centers.

- One of the reasons for the Portland situation includes the fact that many large companies have left the area.
- In the last ten years in the traded sector, Portland and Seattle compare similarly. The big difference is in traded services – wages are higher in Seattle in relation to the cost of living.
- Washington County has been carrying the entire Metro area. Were it not for Washington County's economic development, Portland's economy would have shown a decline.
- One of the issues identified by the speaker was the lack of regional consensus about "where we should be going as a region" and whether there should be focus on economic development. This has compromised the ability of the region to grow.
- Council President Buehner said she has requested a copy of the PowerPoint presentation given by the speaker and will share it with the rest of the council.

(Note: after Mayor Dirksen's remarks below, Council President Buehner asked that she be given an opportunity to give a report on water issues at the next meeting.)

- Mayor Dirksen reported on:
 - A draft of legislative concepts from the League of Oregon Cities from the Community Development Policy Committee. Areas of concepts included:
 - Brownfields – recommending that the state recapitalize the brownfields redevelopment fund program with \$10 million in the Oregon Business Development Department Budget.
 - Industrial Lands – recommending providing \$20 million for a new program to support the "Patient Capital for Industrial Lands Infrastructure Pilot Program"; also to be forwarded to the Oregon Business Development Department Budget.
 - Reuse and Redevelopment – recommending providing a \$15 million seed fund to support the employment site reuse and redevelopment program. This would incentivize the reuse of brownfields.
 - Population Forecasting – this matter came forward from smaller communities that lack the staff and resources to provide population forecasting. The committee supported legislation for population forecasts to be generated by Portland State University with opportunity for city input, which would include updated numbers every four years. Because this would be generated by an outside agency, this would not be considered a land use decision and, therefore, cannot be appealed to the Land Use Board of Appeals. This effort could be funded by existing state resources. Mayor Dirksen said he recommended that this could be offered to a city as an option or they could choose to do it themselves.
 - Mayor Dirksen referred to a request from the League of Oregon Cities asking Oregon city council members to suggest issues to add to the League's 2013

TIGARD CITY COUNCIL MEETING MINUTES – JUNE 26, 2012

legislative agenda. City Manager Wine reported that this matter is scheduled for the July 10 business meeting.

- Mayor Dirksen attended the U.S. Conference of Mayors Annual Convention a couple of weeks ago. One of the sessions he attended had to do with small businesses and franchises. There was support for the concept of franchising. One notion offered was to give returning war veterans priority status to take advantage of franchising opportunities.

Mayor Dirksen referred to the “Mayor’s Access to Capital Resource Guide.” One of the problems for small businesses is the ability to access capital for improvements or expansion. There are ways a city can be supportive; i.e.:

- Provide small business loan guarantees.
- Participate in “Small Business Saturday,” which is the day after “Black Friday” (day after Thanksgiving) to support small businesses during the holiday shopping season.
- Sponsor “access to capital forums” for small businesses city resources to gather information and resources for small business owners to learn of opportunities to make their businesses thrive and grow. Mayor Dirksen said he thought that this might be something that could be jointly sponsored with the city and the Chamber of Commerce.

In response to Council President Buehner’s question as to whether it would be worthwhile to meet with federal small business administration representatives the next time the council members are in Washington D.C., Mayor Dirksen offered that the local small business administration office is willing to work with cities for local funding and support opportunities.

Mayor Dirksen sat in on the Energy Standing Committee meeting. They discussed scenarios and approved measures to lead toward U.S. energy independence.

Mayor Dirksen also attended the Transportation and Communications Standing Committee. He offered comments on funding transportation projects and working with the federal government to overcome its current logjam.

Mayor Dirksen spoke of the advantages of belonging to the U.S. Conference of Mayors, not only for the purposes of networking, but also to have more opportunity to get information and have a part in policymaking at a higher level. He recommends Tigard’s continued involvement. He said he thinks the mayor should attend the summer meeting and explore the possibility of also attending the winter meeting.

- Mayor Dirksen made an announcement regarding his resignation as City of Tigard Mayor, effective December 31, 2012.

TIGARD CITY COUNCIL MEETING MINUTES – JUNE 26, 2012

Tigard City Council members received an email from Mayor Dirksen on June 22, 2012, stating that Metro announced they had received and accepted the results of the Primary Election that identified him as the winner in the District 3 Metro Council race.

The text of the mayor's announcement follows:



Dear Tigard Citizens, Council and Staff,

It is with decidedly mixed feelings, including no small amount of trepidation, that I hereby tender my resignation as mayor of Tigard, effective December 31, 2012. As you know, this last May 8th, I received over 50 percent of the vote for the office of Metro Councilor for District 3, which includes the City of Tigard as well as much of the City of Beaverton plus the cities of Tualatin, Sherwood, Wilsonville, King City and Durham, and the surrounding unincorporated lands inside the urban growth boundary. Therefore, I will be taking that seat on or around January 1st, 2013, at the conclusion of the term of the current Metro Councilor for the District, Carl Hosticka. Since state law and the Tigard City Charter precludes holding two elected offices concurrently, my acceptance of the Metro Council seat next year demands my prior resignation from my current term of mayor, which is not due to end until December 2014.

Given the opportunity, my preference would be almost certainly to remain as mayor as long as the good residents of Tigard would see fit to reelect me. However, the City Charter also stipulates the limits to the terms a mayor is allowed to fill. This limitation would prevent me from running for reelection at the end of my current term.

Serving as the mayor of Tigard has been the most fulfilling and rewarding experience of my life. To be the mayor is a special position in any case, but having the privilege of being the mayor of a wonderful city like Tigard has only added to the felicity and I can only hope that my future as a Metro Councilor can be half as gratifying. However, I leave with a sense of accomplishment as I look back at what we've achieved during my time in office at Tigard:

- A new library;*
- The successful creation of the downtown improvement plan and the urban renewal district, to help make it a reality;*
- Securing stable funding for street maintenance and improvements and, most of all --*
- The expansion of our parks and open space inventory, from just 288 acres to over 500 acres, with more still to come as we continue to utilize the remainder of our park bond. Our parks are truly a treasure beyond value that will continue to bless the citizens of Tigard for all future time.*

Though I am leaving the Council, I am not leaving Tigard. Jackie and I have lived here for 35 years and this is our home. Our sons, Chris and Eric, both live here with their families as well.

As your Metro Councilor, I look forward to many more years of collaboration as we work together to meet the challenges of the future.

TIGARD CITY COUNCIL MEETING MINUTES – JUNE 26, 2012

*Best wishes,
Craig Dirksen*

- 9. NON AGENDA ITEMS: None.
- 10. EXECUTIVE SESSION: Not held.



- 11. ADJOURNMENT: 9:05 p.m.

Motion by Councilor Wilson, seconded by Councilor Woodard, to adjourn the meeting.

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

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

Catherine Wheatley, City Recorder

Attest:

Mayor, City of Tigard

Date: _____

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TIGARD CITY COUNCIL MEETING MINUTES – JUNE 26, 2012

Workshop Meeting**Meeting Date:** 08/21/2012**Length (in minutes):** 5 Minutes**Agenda Title:** Consent Agenda - Approve a Cooperative Improvement Agreement with Oregon Department of Transportation and Walmart**Prepared For:** Kim McMillan**Submitted By:**Greer Gaston,
Public Works**Item Type:** Motion Requested
Public Hearing - Quasi-Judicial**Meeting Type:**Consent Agenda -
LCRB**Information****ISSUE**

Shall the council authorize the city manager to execute a cooperative improvement agreement with Oregon Department of Transportation (ODOT) and Walmart?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the council authorize the city manager to execute the agreement.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard approved a land use application for the Tigard Retail Center; Final Order No. 2009-02 became effective on June 17, 2009. Recently Walmart has applied for building and public improvement permits for this site. An April 26, 2012, memo regarding Walmart transportation system improvements is attached.

The cooperative improvement agreement outlines the responsibilities of ODOT, Tigard and Walmart as they pertain to the transportation improvements listed in the agreement, (see Terms of Agreement). These improvements are generally consistent with the improvements noted in the memo mentioned above. The estimated cost of these improvements is \$5.1 million; this cost will be financed entirely by Walmart.

Under the agreement, Tigard is responsible for:

- Maintenance and irrigation of landscaping in Pacific Highway (99W) medians.
- Maintenance of improvements to city streets.
- Power costs for luminaries installed as part of this project on city streets.
- Maintenance and operation of city-owned traffic signals installed as part of this project.

The council was briefed on a draft agreement during its August 14, 2012, study session. The final agreement is now before council. No significant changes were made between the draft and final versions; the final agreement contains the same basic terms and conditions as draft agreement reviewed by council earlier this month.

The city attorney has reviewed this agreement.

OTHER ALTERNATIVES

The council could propose changes to the agreement or could decide not to approve the agreement.

Without an agreement, Walmart will be unable to obtain permits from ODOT; the transportation improvements cannot be constructed unless permits are issued.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Many of the required improvements on Pacific Highway (99W) will further the 2012 Long-Term Council Goal - "Continue pursuing opportunities to reduce traffic congestion."

DATES OF PREVIOUS COUNCIL CONSIDERATION

The council was briefed on this agreement in study session on August 14, 2012.

Fiscal Impact

Fiscal Information:

The estimated cost of the transportation improvements outlined in the agreement is \$5.1 million; this cost will be financed entirely by Walmart.

Attachments

Cooperative Improvement Agreement

April 26, 2012, Memo Regarding Transportation System Improvements

Maps Depicting Proposed Transportation System Improvements

**COOPERATIVE IMPROVEMENT AGREEMENT
OR99W and SW 72nd/OR 217/I-5 and SW Haines
68th / I-5 SB Haines Street Signal
City of Tigard, WalMart Store #5935-00**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" the City of Tigard, acting by and through its elected officials, hereinafter referred to as "City," and WalMart Real Estate Business Trust, a Delaware Statutory Trust, acting by and through its designated officials, hereinafter referred to as "Developer," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Pacific West Highway (OR 99W), and Beaverton-Tigard Highway (OR 217) are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Dartmouth Street, 68th Avenue, 72nd Avenue, Beveland Street, Gonzaga Street, Hampton Street, Hunziker Street, Varns Street, Pfaffle Street, and Hermoso Way are a part of the city street system under the jurisdiction and control of City.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 374.305 and 374.310, State may regulate construction of any approach onto the state highway and require mitigation for approaches that the State determines to be in the best interest of the traveling public.
4. Oregon Administrative Rule 660-12-0060 requires local jurisdictions to put in place measures to assure that allowed land uses are consistent with the function, capacity and performance standards of affected transportation facilities when they amend comprehensive plans or land use regulations .
5. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of cities taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the City.
6. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.

7. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
8. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.
9. This Agreement identifies funding and maintenance obligations for State, City and Developer as the Project undergoes development and construction.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State, City, and Developer agree that Developer shall perform the following upon approval by State of required permits, including, "Permit to Occupy or Perform Operations upon a State Highway":
 - a. Removing one of the two OR99W southbound (SB) to SW 72 Avenue SB left-turn lanes;
 - b. Adding a third SB lane on OR99W just north SW 72nd Avenue and ending it with a drop lane onto OR217 northbound (NB) (This lane onto OR217 currently develops between the 78th and OR217 traffic signal);
 - c. Allowing NB OR99W passenger vehicles to do a u-turn at the SW 72nd Avenue intersection;
 - d. Placing a raised traffic separator for the NB OR99W left turn lane that turns into Fred Meyer;
 - e. Placing a raised median for a small distance on OR99W's north leg at the SW 74th Avenue intersection;
 - f. Placing a raised median on OR99W from SW 74th Avenue to SW Pfaffle Street where the raised median will control movements on the SW Pfaffle Street approach;
 - g. Placing a raised traffic separator for the SB OR99W left turn lane that turns into SW Dartmouth Street. U-turn movement will not be allowed;
 - h. Placing a raised separator for the NB OR99W left turn lane that turns into SW 78th Avenue and allowing u-turns for passenger vehicles;
 - i. Placing a raised median on OR99W from the left turn lane that goes to SW 78th to the crosswalk of the OR217 NB Ramp Terminal;

- j. Lengthening the OR99W NB right turn lane that goes onto SW Dartmouth Street;
- k. Converting the NB SW 72nd Avenue right-turn lane onto OR217 at the SW Varnes Street intersection into a shared through / right-turn lane;
- l. Adding a second NB lane on SW 72nd Avenue from SW Varnes Street to SW Beveland Street;
- m. Removing the traffic signal at the SW 72nd Avenue / SW Hampton Street intersection and making SW Hampton Street a right-in / right-out only approach. The signal will become property of ODOT and will be delivered to an ODOT maintenance yard (as determined by ODOT's Maintenance and Operations manager) as a Project expense;
- n. Widening the OR217 NB Exit Ramp at SW 72nd Avenue;
- o. Installing a signal on Dartmouth Street at Walmart site access (City owned traffic signal);
- p. Installing a signal on Dartmouth Street at 72nd Avenue (City owned traffic signal);
- q. Installing a signal at the 68th / I-5 SB Haines Street ramps (ODOT owned traffic signal);
- r. Widening Dartmouth between Walmart access and the Costco signal; and
- s. Making curb improvements on the SE corner of the Dartmouth Street / OR99W intersection that includes a patterned concrete buffer and high rolled curbs to accommodate freight traffic on the right-turn which City will maintain.

Collectively, these improvements shall hereinafter be referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked Exhibit A, and by this reference made a part hereof.

- 2. The Project will be financed entirely by Developer at an estimated cost of \$5,100,000 in Developer funds. The estimate for the total Project cost is subject to change. Developer shall be responsible for all Project costs including those beyond the estimate above. No public funds shall be used for this Project.
- 3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project, except that the Developer Obligations (except indemnifications and any warranties or other representations) shall terminate upon the completion of the Project. The useful life is defined as fifteen (15) calendar years. The Project shall be completed within five (5) calendar years following the date of final execution of this Agreement by all Parties.

CITY OBLIGATIONS

- 1. City shall, upon successful completion and acceptance of Project, accept ownership and control of those improvements connected with the operation of City streets.
- 2. City shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in any leg of a city street at a State highway intersection in such a manner as to provide adequate protection for said detector loops. Failure to do so

may result in State requiring City to repair or replace damaged loops at City's expense. City shall also adequately maintain the pavement markings and signing installed in accordance with current State standards along its streets.

3. City shall, at its own expense, be responsible for maintaining improvements constructed on City streets as part of this Project.
4. City shall be responsible for 100 percent of power costs associated with the luminaries installed on City streets as part of this Project. City shall have power company send bills directly to City.
5. City shall be responsible for 100 percent of costs associated with maintaining any landscaped medians built on OR99W as a part of this Project, including landscaping maintenance and water irrigation costs from back of curb to back of curb.
6. City shall be responsible for 100 percent of maintenance and operation costs associated with the new signals installed on Dartmouth Street at the access to the Walmart and at 72nd Avenue.
7. Consistent with the 2002 Policy Statement for Cooperative Traffic Control Projects, Agreement 19719, between State and the agencies belonging to the Association of Oregon Counties (AOC) or the League of Oregon Cities (LOC), State and City shall each be responsible for fifty percent (50%) percent of the cost for maintenance, operation and electricity for the signal equipment, excluding the detector loops, on the 68th / I-5 SB Haines Street ramps as listed in Terms of Agreement Paragraph 1 subsection q. State shall perform the maintenance and be responsible for payment for signal power to the power company. The power company shall send power bills directly to State. State shall annually bill Agency for its fifty percent (50%) of the combined maintenance, operations and electricity for the Project. This cost split only applies to the 68th / I-5 SB Haines Street ramps signal and does not apply to any other signals built as a part of this Project.
8. City grants State and Developer the right to enter onto City right of way for the purpose of construction and performance of maintenance duties as set forth in this Agreement upon proper and timely notice.
9. City services charged to the Project or any cost sharing for maintenance or power arrangements between City and Developer that do not include State, shall be confirmed in a separate agreement between City and Developer and are not a part of this Agreement.
10. If City fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill City, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.

11. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
12. City's Project Manager for this Project is Kim McMillan, PE, 13125 SW Hall Boulevard, Tigard, OR 97223, 503-718-2642, kim@tigard-or.gov, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

DEVELOPER OBLIGATIONS

1. Developer shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit in the amount of \$90,000 for the maintenance costs associated with the State-approved storm water system filter replacement required for the storm water drainage facilities constructed as part of the Project. This advance deposit covers the estimated annual maintenance costs of \$6,000 per calendar year for the term of this Agreement, which is fifteen (15) years.
2. Developer has, as of the date of execution of this Agreement, deposited \$60,000 with State's District 2B office. If State anticipates that the advance deposit will be exceeded, State will notify the Developer and send an additional request with the estimate of costs. State will return any unused funds to the Developer after the Project is completed.
3. This Agreement is conditioned upon Developer obtaining any required permits from State, including, "Permit to Occupy or Perform Operations upon a State Highway" from State's District 2B office, as well as but not limited to, land use permits, building permits, and engineering design review approval from the State and City. Developer agrees to comply with all provisions of said permits, and shall require its contractors, subcontractors, or consultants performing such work to comply with said permits and provisions.
4. Developer shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
5. Developer shall design and construct the Project in conformance with the current edition of the *ODOT Highway Design Manual* and the *Oregon Standard Specifications for Construction Manual*. Developer understands the Project shall be

designed and constructed to State standards and approved by State prior to construction of Project by Developer.

6. Developer will be required to obtain the services of a registered professional engineer to oversee, accept, and document all construction procedures and certify proper construction was performed pursuant to the Project plan and permit. The registered professional engineer will be required to stamp the "As Constructed Plans" and ensure the Project meets State's required standards. Construction inspection for this Project will be completed by either State inspectors or a private company with state-certified inspectors paid for by Developer.
7. All employers, including Developer, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Developer shall ensure that each of its contractors complies with these requirements.
8. Developer shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
9. Developer shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless City, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this Project.
10. Notwithstanding the foregoing defense obligations under the paragraph above, neither Developer nor any attorney engaged by Developer shall defend any claim in the name of City or the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of City or the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. City or the State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Developer is prohibited from defending City or the State of Oregon, or that Developer is not adequately defending City or the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of City or the State of Oregon to do so. City and the State of Oregon reserve all rights to pursue any claims it may have against Developer if City or the State of Oregon elects to assume its own defense.
11. Developer shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279A, 279B and 279C incorporated herein by reference and made a part hereof. Without limiting the generality of the

foregoing, Developer expressly agrees to comply, to the extent applicable, with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and State civil rights and rehabilitation statutes, rules and regulations.

12. Developer is required to pay, on behalf of State, any applicable fee due because of this Project, pursuant to ORS 279C.825, to the Bureau of Labor and Industries. In the event Developer does not pay such fee, and State is required to do so, Developer shall reimburse State such amount, within three (3) business days, upon its request. In addition, Developer agrees to indemnify, hold harmless and reimburse State and its officers, employees and agents for any liability, cost, expense, fine, fee or penalty payable to a private party or governmental entity, including another agency of the State of Oregon resulting from or arising out of this Project, including but not limited to expenses incurred to comply with, to obtain a determination under, or in any other way related to the Prevailing Wage Rate Laws set forth in ORS 279C.800 to 279C.870.
13. If Developer chooses to assign its contracting responsibilities to a contractor, Developer shall inform the contractor of the requirements of ORS 276.071, to the extent applicable.
14. If Developer enters into a construction contract for performance of work on the Project, then Developer will require its contractor to provide the following, and in the event Developer provides construction activities for the Project itself, the Developer is required to provide the following as well:
 - a. Contractor shall indemnify, defend and hold harmless City, and State against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - b. Contractor shall name State and City as third party beneficiaries of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and City. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than

\$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$2,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and City and its divisions, officers and employees as "Additional Insured" but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State, City, and Developer. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the resulting contract and this Agreement.

15. Pursuant to the statutory requirements of ORS 279C.380 Developer shall require their contractor to submit a performance bond to Developer for an amount equal to or greater than the estimated cost of the Project.

16. Developer shall, within ninety (90) calendar days of completion or termination without completion of the Project, provide to State permanent mylar "as constructed" plans for work on state highways. If Developer or its consultant redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" <http://egov.oregon.gov/ODOT/HWY/ENGSERVICES/cpdg.shtml>, Developer shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.

17. Developer shall, pursuant to OAR Chapter 734, Division 10 ensure that its contractor has been prequalified and registered with the Construction Contractor's Board, to function as the general contractor for the performance of this work. All obligations of the Developer stated in this Agreement shall remain the responsibility of the Developer regardless of whether or not a contractor performs the work. It is the Developer's responsibility to inform any such contractor of its obligations.

18. Developer shall, prior to its advertisement for construction bid proposals, provide the Project final plans and specifications to State's Region 1 Project Services Section for review and written concurrence.
19. The traffic signal plans and specifications must be approved by Office of the State Traffic Engineer. All traffic signal plans and specifications for City signals must be approved by City staff and will be inspected by representatives of the City. All signal equipment must be inspected and tested by State's Traffic Systems Services Unit. Any video detection equipment to be used with the traffic signal will need to be reviewed and approved by the State Traffic Engineer to ensure proper location and usage. State's Region 1 Project Services Section shall coordinate all such review.
20. Developer or its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
21. For all work being performed on State facilities, Developer shall cause the Project to be designed and constructed in accordance with State standards and shall, upon completion of the Project, release ownership of all traffic signal equipment to State. For all work being performed on City facilities, Developer shall cause the Project to be designed and constructed in accordance with City standards.
22. Developer, or its contractor's electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State Region 1 Project Services Section & District 2B Permitting Office shall verify compliance with this requirement prior to construction. Said inspectors must coordinate their traffic inspections with State Region 1 Project Services Section and District 2B and Electrical inspectors during the course of the Project.
23. Developer is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Developer's own expense. Developer is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, Developer shall contact State's Geometrics Unit for replacement procedures.
24. Developer agrees that right of way identified by State or City that is required to construct the highway and city street improvements as part of the Project, shall be donated by Developer without cost to State or City. Developer shall coordinate State right of way donations through the State Region 1 Right of Way Office.
25. If additional right of way is acquired for State highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as

defined in ORS 209.150 and 209.155. Developer agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate county Surveyor's office as required.

26. In the event any portion of this Project affects railroad right of way, Developer shall be responsible for notifying the appropriate railroad company of the Project, the construction and approval of all required agreements and for all costs associated with railroad related tasks identified above.
27. Developer certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Developer, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Developer.
28. Developer's Project Manager for this Project is Steve Dyer, Walmart, 2001 SE 10th Street, Mail Stop 5570, Bentonville, AR, 72716; 479-273-4567; steve.dyer@walmart.com or assigned designee upon individual's absence. Developer shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall, upon execution of the agreement, forward to Developer a letter of request for an advance deposit in the amount of \$90,000 for maintenance costs associated with the storm water filter replacement required for the storm water drainage facilities constructed as part of the Project.
2. Developer has, as of the date of execution of this Agreement, deposited \$60,000 with State's District 2B office. If State anticipates that the advance deposit will be exceeded, State will notify the Developer and send an additional request with the estimate of costs. State will return any unused funds to the Developer after the Project is completed.
3. State shall review and approve all Project plans prior to construction by Developer or its contractor.
4. State shall, upon completion of Project and acceptance of Project by State, accept jurisdiction and control of the state highway facilities constructed as part of the Project.
5. State shall, at State expense, perform and be responsible for maintenance of Project elements on State facilities.
6. State shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the highway in such a manner as to provide adequate protection for said detector loops.

7. State grants authority to Developer to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 2B Office.
8. Consistent with the 2002 Policy Statement for Cooperative Traffic Control Projects, Agreement 19719, between State and the agencies belonging to the Association of Oregon Counties (AOC) or the League of Oregon Cities (LOC), State and City shall each be responsible for fifty percent (50%) percent of the cost for maintenance, operation and electricity for the signal equipment, excluding the detector loops, on the 68th / I-5 SB Haines Street ramps as listed in Terms of Agreement Paragraph 1 subsection p. State shall perform the maintenance and be responsible for payment for signal power to the power company. The power company shall send power bills directly to State. State shall annually bill Agency for their fifty percent (50%) of the combined maintenance, operations and electricity for the Project.
9. State's Project Manager for this Project is Bret Richards, PE, PLS, 123 NW Flanders Street, Portland, OR 97209, 503-731-8288, bret.n.richards@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Developer, or at such later date as may be established by State, under any of the following conditions:
 - a. If Developer or City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Developer or City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Developer or City fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is

prohibited or State is prohibited from paying for such work from the planned funding source.

3. City may terminate this Agreement effective upon delivery of written notice to Developer, or at such later date as may be established by City, under any of the following conditions:
 - a. If Developer or State fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Developer or State fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Developer fails to provide payment of its share of the cost of the Project.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Developer shall deliver to City and State all books, documents, papers, and records of Developer and City, respectively, which are directly pertinent to the Project and this Agreement within six (6) months of Project completion.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such

proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

8. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If City fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill City, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
12. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure

City /Developer/State
Agreement No. 28599

of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

City /Developer/State
Agreement No. 28599

CITY OF TIGARD, by and through its elected officials

By _____
Mayor

Date _____

By _____
Recorder

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

WALMART REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust, by and through its designated officials

By _____
Director of Project Management

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Developer Counsel

Date _____

City Contact:

Kim McMillan, PE
13125 SW Hall Boulevard
Tigard, OR 97223
503-718-2642
kim@tigard-or.gov

Developer Contact:

Steve Dyer - Walmart
2001 SE 10th Street, Mail Stop 5570
Bentonville, AR 72716
479-273-4567
steve.dyer@walmart.com

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer
Date _____

By _____
State Traffic Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
Region 1 Project Services Manager

Date _____

By _____
Region 1 Maintenance & Operations Manager
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

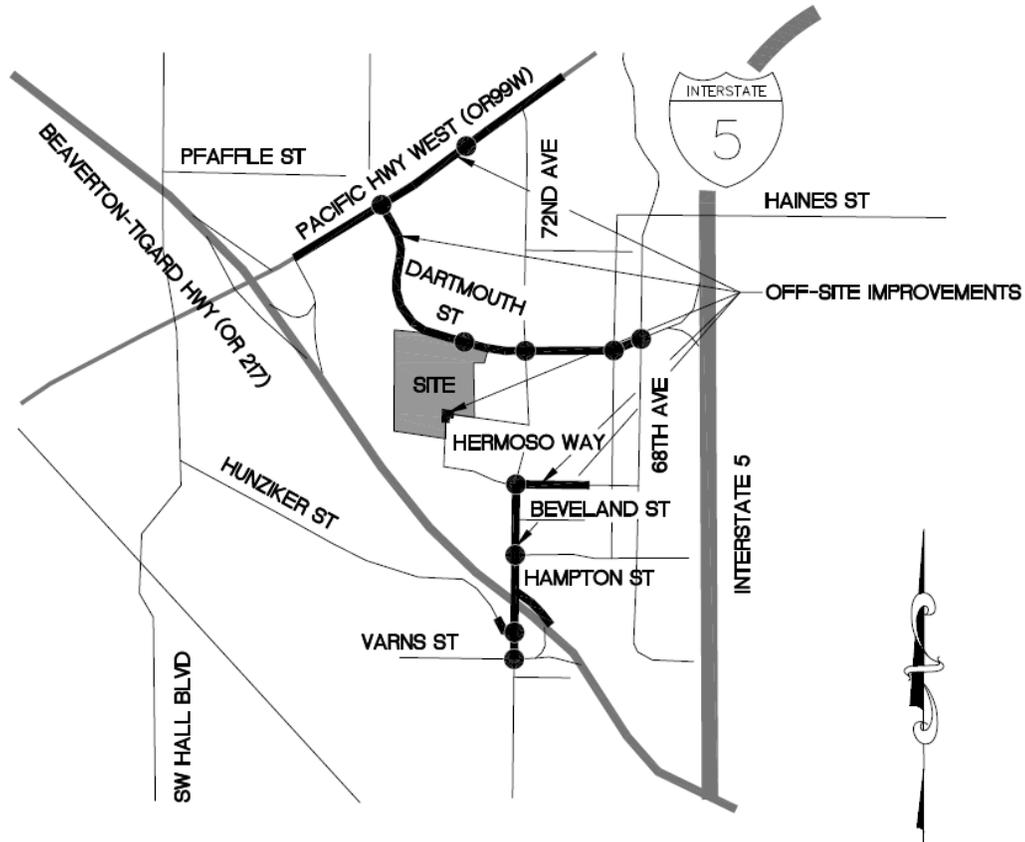
State Contact:

Bret Richards, PE
123 NW Flanders Street
Portland, OR 97209
503-731-8288
bret.n.richards@odot.state.or.us

EXHIBIT A - MISC. CONTRACTS AND AGREEMENTS #28599

SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, W.M.

SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.



- ROADWAY IMPROVEMENTS
- SIGNAL IMPROVEMENTS

PAC LAND
606 Columbia St, N.W., Suite 106
Olympia, WA 98501
T (360) 786-9500
F (360) 786-5267
www.PacLand.com

**WAL-MART
TIGARD, OR
PROJECT LOCATION MAP**

EXHIBIT A



City of Tigard Memorandum

To: Ron Bunch, City of Tigard
From: Tom McGuire, City of Tigard
Re: WalMart Transportation System Improvements
Date: April 26, 2012

The following is a compilation of the wide variety of public facility transportation improvements (both proposed and required) to be completed as part of the WalMart development. Each bulleted item includes a description of the action to be taken.

WalMart Site Street Frontage Improvements

- Widen approximately 230 linear feet of SW Dartmouth Street to accommodate a second southbound/eastbound lane between the Costco traffic signal and the western unsignalized site-access driveway. The southbound right-turn lane at the Costco traffic signal should be converted to a shared through-right lane and the southbound right-turn overlap phase removed.
- Hermoso Way will be improved to include an eyebrow corner meeting Washington County standards. (Shown on development plan)

Pacific Highway

- Install a third westbound through lane on Pacific Highway (99W) at the intersection of 99W and 72nd Avenue and extending southwest through the Tigard Theater and SW Dartmouth Street intersections to Oregon 217 (OR 217). Develop optimized coordinated signal timing/time-of-day plans on 99W to account for the additional westbound through lane.
- Install a raised concrete median island between SW 72nd Avenue and OR 217 (including landscaping and irrigation).
- Lengthen the eastbound right turn lane at the intersection of 99W and Dartmouth from 300 ft to 400 ft to accommodate the increased traffic at this movement.

OR 217/SW 72nd Avenue Northbound Off Ramp

- Extend the two storage lanes on the northbound off ramp from 100 ft to 650 ft (550 additional feet of two lane storage including 160 ft taper). This improvement can be provided within the existing right of way.

SW 72nd Avenue through the OR 217 Interchange Area

- Restripe the northbound lanes along SW 72nd Avenue from the OR 217 southbound ramp terminal (Varns Street) to SW Beveland Road to provide two continuous northbound through lanes (full pavement, curb and storm sewer improvements). During the weekday p.m. peak hour, northbound left-turns will utilize dynamic lane assignments at SW Hunziker Road.
- Remove the traffic signal at SW Hampton Street and install a raised concrete island to restrict the side street movements to right in/right out.
- Improve the southbound right-turn movement from 72nd Avenue to SW Hunziker Street by increasing the turn radius at Hunziker to enhance truck turning movements together with pedestrian crossing protection measures through the widened corner.

SW Beveland Road Improvements

- Widen SW Beveland Road at the SW 72nd Avenue/SW Beveland Road intersection to provide an exclusive westbound left-turn lane and northbound right-turn lane with overlap signal phasing in order to accommodate rerouted vehicles from SW Hampton Street.
- Additional Beveland Road improvements including:
 - From 72nd Ave to 200' east of 72nd Ave. Remove on-street parking. Widen this section of Beveland Road to a 36-foot paved width. This will necessitate moving the signal pole and reconfiguring the curb on the southeast corner of the intersection.
 - From 200' to 380' East of 72nd Ave. Widen roadway to a 32-foot paved width plus whatever is necessary for a proper taper. Maintain parking on the north side except at the east end of this section, where it may need to be removed for adequate travel width.
 - From 380' to 700' East of 72nd Avenue. Reconstruct roadway to a 26-foot paved width with adequate thickness in accordance with applicable standards and appropriate for anticipated usage. Parking would need to be prohibited in gravel shoulder areas.
 - From 700' east of 72nd Ave to 69th Ave. Remove parking on one side, and where necessary for good sight distance at intersections and driveways.

SW 72nd Avenue/SW Dartmouth Street Intersection Improvements

- Construct a new traffic signal system at the Dartmouth Street/72nd Avenue Intersection in basic compliance with the intersection improvement plans prepared for the city by engineering consultant WHPacific, Inc.
- Construct all intersection improvements necessary for the traffic signal system to function properly.
- Interconnect this signal system with the SW Dartmouth Street/SW 68th Avenue signal and with the SW Dartmouth/Main Site/Winco intersection signalization.

SW Dartmouth Street/SW 68th Avenue Intersection Improvements

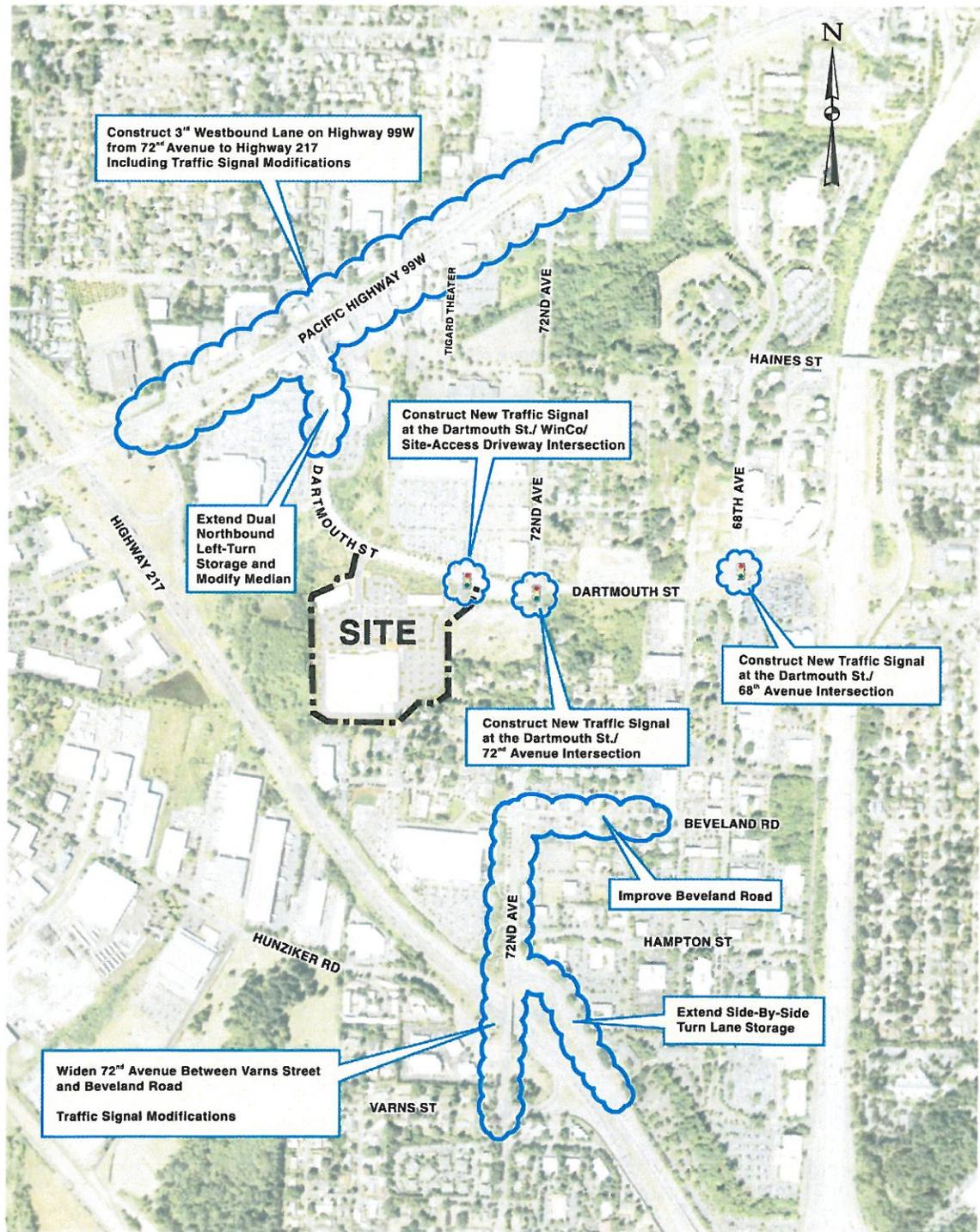
- Construct a new traffic signal system at the SW Dartmouth Street/SW 68th Avenue intersection.
- Construct all intersection improvements necessary for the traffic signal system to function properly including pedestrian protection measures and crosswalks.

SW Dartmouth Street/Main Site Driveway Signalization

- Install a traffic signal at the main driveway into the site along SW Dartmouth Street. This signal system shall incorporate the WinCo driveway to form a 4-way intersection. This signal system shall be interconnected with the existing Costco traffic signal and the SW 72nd Avenue/SW Dartmouth Street traffic signal system for future synchronization between signal systems.

SW Dartmouth Street Improvements

- Restripe the dual northbound left-turn vehicle storage at Highway 99W/SW Dartmouth Street within the existing pavement to provide up to 450 feet of storage.
- Extend the eastbound right-turn lane to provide 400 feet of striped storage.
- Modify the median on SW Dartmouth Street as needed to allow for the increased stacking on those two lanes.



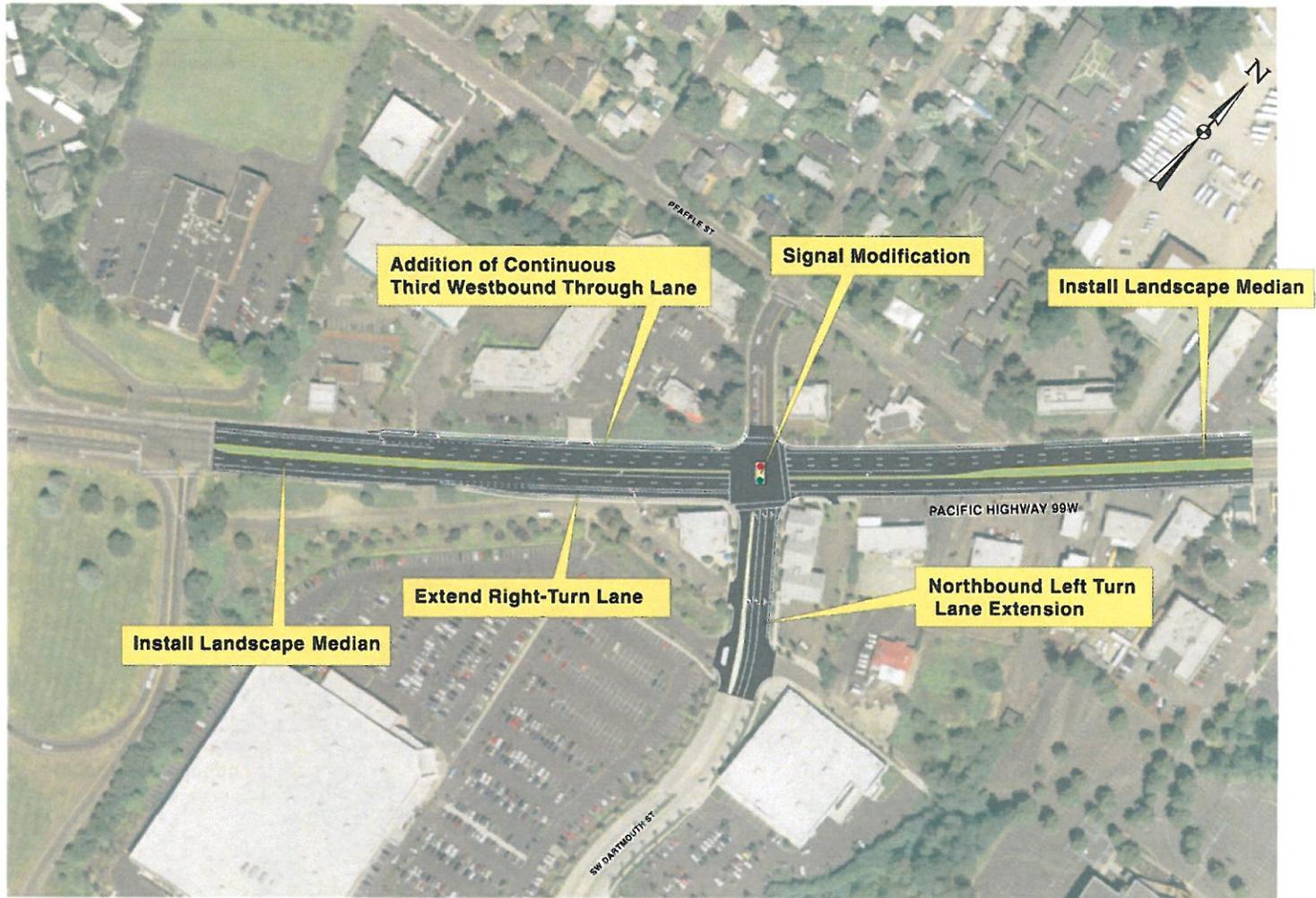
NOTES:

- 1. Not to Scale
- 2. For Illustrative Purposes Only
- 3. Pavement improvements will be limited to widening of the existing roadway to provide lane configuration shown by the exhibit



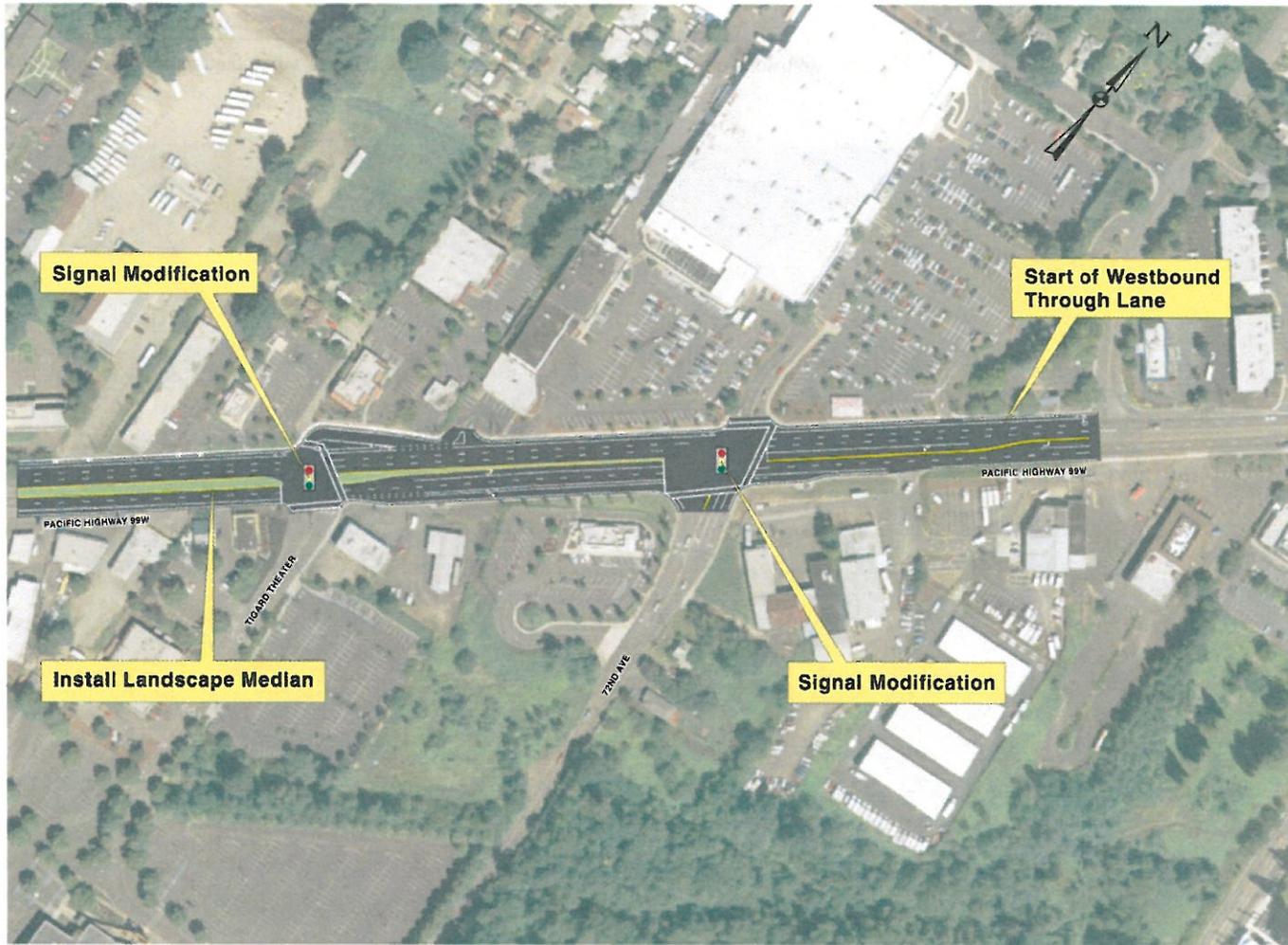
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Draft
8/21/2012
agenda -

AIS-1002

Workshop Meeting

Meeting Date: 08/21/2012

Length (in minutes):

Agenda Title: Consider Submitting a Proposed Charter Amendment to the November 6, 2012 Ballot, Requiring a Public Vote Related to Light Rail Construction Funding

Prepared For: Tigard City Council

Submitted By: Cathy Wheatley, Administrative Services

Item Type: Resolution

Meeting Type: Council Workshop Mtg.

Information

ISSUE

Shall the Tigard City Council forward a proposed Charter amendment to Tigard voters, which would require a public vote prior to imposing new or additional local taxes or fees to fund light rail construction?

STAFF RECOMMENDATION / ACTION REQUEST

Consider the proposed resolution and direct staff to proceed to place a Charter amendment before Tigard voters at the November 6, 2012, General Election.

KEY FACTS AND INFORMATION SUMMARY

- Attached is a proposed resolution which, if approved, would have City of Tigard voters consider a Charter amendment at the November 6, 2012, General Election.
- The proposed Charter amendment would require a public vote prior to imposing new or additional local taxes or fees to fund light rail construction.
- The proposed Charter amendment would automatically expire ten years after its effective date.
- The proposed ballot measure is shown as Exhibit A to the resolution.
- The proposed explanatory statement is shown as Exhibit B to the resolution; said statement must accompany the ballot measure when filed with county elections.
- The proposed resolution authorizes the mayor, the city manager (or their designee) to act on behalf of the City of Tigard to take any action necessary to carry out the intents and purposes of the resolution.
- The proposed resolution directs the city elections officer to file with Washington County Elections the Notice of Measure Election.
- The proposed resolution directs the city elections officer to file with Washington County Elections the Measure Explanatory Statement prepared by the City Manager.
- A new section would be added to the Charter.

OTHER ALTERNATIVES

Make wording changes to the proposed measure and explanatory statement and direct staff to proceed with the steps needed to file the measure with Washington County Elections to appear on the November 6, 2012 ballot and voters pamphlet.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

2.b. Communicate regularly to residents about the alignment of city priorities with resources.

2.c. Evaluate the city's sustainability efforts on an ongoing basis.

DATES OF PREVIOUS COUNCIL CONSIDERATION

Attachments

Proposed Resolution

Exhibit A to the Resolution - Notice of City Measure Election

Exhibit B to the Resolution - An Act

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 12-**

A RESOLUTION OF THE TIGARD CITY COUNCIL SUBMITTING TO THE VOTERS A PROPOSED CHARTER AMENDMENT TO BE CONSIDERED AT THE NOVEMBER 6, 2012, GENERAL ELECTION, WHICH WOULD REQUIRE A PUBLIC VOTE PRIOR TO IMPOSING NEW LOCAL TAXES OR FEES TO FUND LIGHT RAIL CONSTRUCTION, SAID CHARTER AMENDMENT WILL EXPIRE TEN YEARS AFTER ITS EFFECTIVE DATE

WHEREAS, after due consideration, the Tigard City Council has decided to forward a proposed Charter Amendment to the voters.

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

- SECTION 1: An election is hereby called in and for the City of Tigard, Washington County, Oregon, for the purpose of submitting to the legal voters the question of requiring a public vote prior to imposing new local taxes or fees to fund light rail construction.
- SECTION 2: The measure election hereby called shall be held in the City of Tigard on the 6th day of November 2012. The election shall be conducted by mail pursuant to ORS 254.465 and 254.470.
- SECTION 3: The Tigard City Council authorizes the mayor, the city manager (each an “authorized representative”) or a designee of the authorized representative to act on behalf of the City of Tigard and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.
- SECTION 4: Pursuant to ORS 250.275(5), the Tigard City Council directs the city elections officer to file a Notice of City Measure Election in substantially the form of Exhibit A with the Washington County Elections Office not earlier than the eighth business day after the date on which Exhibit A is filed with the city elections officer and not later than September 6, 2012. The Washington County Elections Office is required to produce and disseminate a facsimile of the ballot in accordance with ORS 254.205.
- SECTION 5: Pursuant to ORS 251.345, the Tigard City Council directs the city manager to prepare a Measure Explanatory Statement for publication in the county voters’ pamphlet; said statement shall be filed with the Washington County Elections Office at the same time the Notice of City Measure Election is filed by the city elections officer.
- SECTION 6: The Act, containing the full Charter amendment, is attached hereto as Exhibit B and included in this resolution by reference.

SECTION 7: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2012.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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EXHIBIT A

NOTICE OF CITY MEASURE ELECTION

CITY OF TIGARD WASHINGTON COUNTY, OREGON

NOTICE IS HEREBY GIVEN that on November 6, 2012, a measure election will be held in the City of Tigard, Washington County, Oregon. The following shall be the ballot title of the measure to be submitted to the city's voters on this date:

CAPTION

VOTE REQUIRED TO APPROVE NEW TAXES FOR LIGHT RAIL CONSTRUCTION

QUESTION

SHALL THE CITY OF TIGARD BE REQUIRED TO GET VOTER APPROVAL BEFORE INCREASING TAXES OR FEES FOR LIGHT RAIL CONSTRUCTION?

SUMMARY

If approved by voters this measure would add a section to the Tigard Charter prohibiting the City of Tigard from increasing a new local tax or fee for construction costs to build or expand light rail transit line infrastructure without voter authorization. Tigard would be required to hold an election and state the amount of new or additional taxes or fees that would be used to construct the infrastructure for light rail. Tigard voters would authorize or decline to authorize the spending of the new or additional taxes or fees. This measure could, if passed, limit the City of Tigard's ability to provide the local funding match that might be necessary to access federal and state transportation funding. This Charter Amendment would automatically expire ten years after its effective date.

EXHIBIT B

AN ACT

A Charter amendment submitted to the voters by the Tigard City Council. The Charter of the City of Tigard is amended to read (new language is underline) as shown blow and referenced in City of Tigard Resolution No. 12-_____.

(New Charter Language)

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Workshop Meeting**Meeting Date:** 08/21/2012**Length (in minutes):** 15 Minutes**Agenda Title:** Briefing on Capital Improvement Plan Projects**Prepared For:** Mike Stone**Submitted By:** Greer Gaston, Public Works**Item Type:** Update, Discussion, Direct Staff**Meeting Type:** Council Business Meeting - Main**Information****ISSUE**

The council will be briefed on several 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

In order to keep the council informed on the status of current CIP projects, staff provides regular project briefings. Several projects will be discussed at this meeting.

92nd Avenue Sidewalk (Waverly Drive to Cook Park)

The city will construct a sidewalk along the east side of 92nd Avenue from Tigard High School to Cook Park. A single sidewalk is proposed due to the impacts on the designated wetlands located on both sides of the roadway. Estimated cost: \$490,000

East Butte Heritage Park Development

This is the first in a series of park bond projects to move from acquisition to development and construction. Located adjacent to the John Tigard House, this project involves the construction of site improvements combined with trails in and around the existing trees located on the site. Estimated cost: \$500,000

Walnut Street Reconstruction (Tiedeman to 116th)

The city is partnering with Washington County to improve the segment of Walnut Street that fronts Fowler Middle School. The section of Walnut Street from Tiedeman Avenue to 116th Avenue be be widened and sidewalks and bike lanes will be installed. Estimated cost: \$5 million

Pacific Highway/McDonald Street/Garde Street Intersection Improvements

The council will discuss the design and construction of this project under a separate agenda item at this meeting. Staff is recommending the city pursue a design which would widen all approaches to the intersection and significantly increase left-turn capacity. Traffic capacity would increase up to 18 percent during peak morning travel times and up to 31 percent during peak evening travel times. A combination of funds from Oregon Department of Transportation, Washington County and the city would be used to construct the project. Estimated cost: \$9.5 million

Bonita Road Water Pump Station

Lake Oswego-Tigard Water Partnership plans call for the construction of a new, up-sized, dual-pump, station to distribute as much as 14 million gallons of water per day from Lake Oswego to Tigard. Estimated cost: \$4.9 million

OTHER ALTERNATIVES

Not applicable

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

2012 Long-Term Council Goal - "Continue pursuing opportunities to reduce traffic congestion." Related projects:

- Pacific Highway/McDonald Street/Gaarde Street Intersection Improvements
- Walnut Street Reconstruction

2012 Council Goal #1.a. - "Continue oversight of design, permits, rate implementation and costs for the Lake Oswego-Tigard Water Partnership." Related project:

- Bonita Road Water Pump Station

DATES OF PREVIOUS CONSIDERATION

Staff provides the council with regular briefings on the status of various CIP projects.

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 Plan Project Briefing

Tigard City Council Meeting

August 21, 2012

Capital Projects Come in All Sizes!

▶ Small:

- 92nd Avenue Sidewalk (Waverly Drive to Cook Park)

▶ Medium:

- East Butte Heritage Park Development

▶ Large:

- Walnut Street Reconstruction - Widening (Tiedeman to 116th)
- Pacific Highway at McDonald & Gaarde Streets – Widening
- Main Street Reconstruction – Phase I (Green Street)
- Bonita Road Water Pump Station

92nd Avenue Sidewalk (Waverly Drive to Cook Park)



Before

Estimated Design Start Date 2012

Estimated Construction Completion Date 2013



After

Estimated Project Cost: \$490,000

Funding Sources:

- Gas Tax Fund
- Stormwater Fund

East Butte Heritage Park Development



Before

Design Start Date 2012

Estimated Construction Completion Date 2014

Estimated Project Cost: \$500,000

Funding Sources:

- Park Bond Fund
- Park SDC Fund



After

Walnut Street Reconstruction–Widening (Tiedeman to 116th)



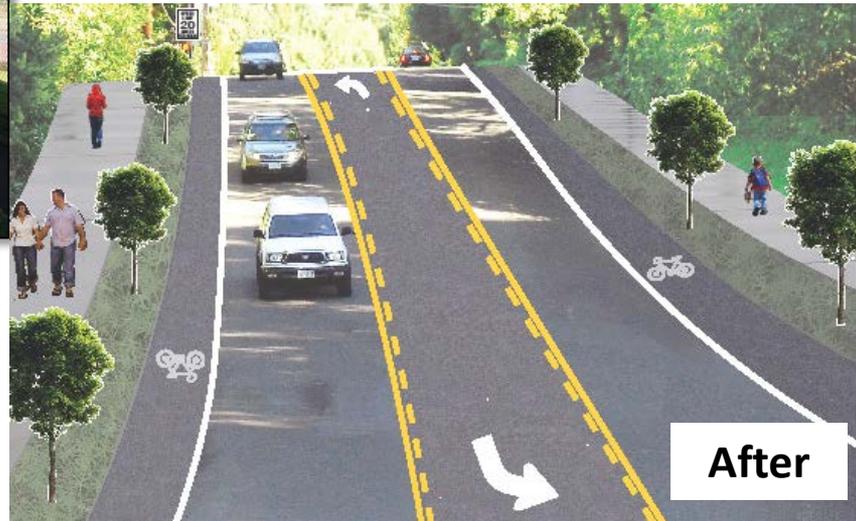
Estimated Design Start Date 2012

Estimated Construction Completion Date 2014

Estimated Project Cost: \$5 million

Funding Sources:

- Sanitary Sewer Fund
- Water Fund
- County MSTIP



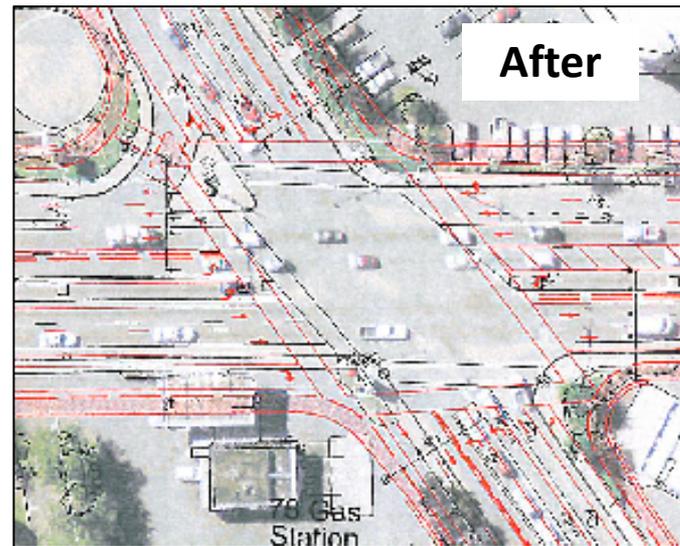
Pacific Highway at McDonald & Gaarde Streets - Widening



Before

Design Start Date 2011

Estimated Construction Completion Date 2016



After

Estimated Project Cost: \$9.5 million

Funding Sources:

- **Traffic Impact Fee**
- **Transportation Development Tax**
- **Federal, State and County**

Main Street Reconstruction – Phase I (Green Street)

Before



Design Start Date 2012

Estimated Construction Completion Date 2014

After



Estimated Project Cost: \$4.8 million

Funding Sources:

- Water Fund
- Gas Tax Fund
- MTIP and MSTIP

Bonita Road Water Pump Station



Before

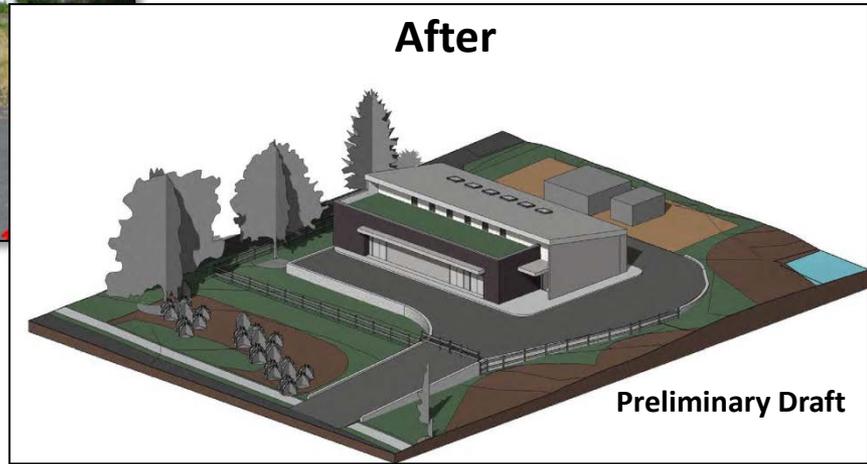
Estimated Design Start Date 2014

Estimated Construction Completion Date 2015

Estimated Project Cost: \$4.9 million

Funding Sources:

- **Water CIP Fund**



After

Preliminary Draft

Workshop Meeting**Meeting Date:** 08/21/2012**Length (in minutes):** 30 Minutes**Agenda Title:** Council Design Endorsement and Direction on Pacific Highway/McDonald Street/Gaarde Street Intersection Improvements**Prepared For:** Mike McCarthy**Submitted By:** Greer Gaston, Public Works**Item Type:** Update, Discussion, Direct Staff**Meeting Type:** Council Business Meeting - Main**Information****ISSUE**

Staff is seeking the council's:

- Endorsement of a design option for the Pacific Highway/McDonald Street/Gaarde Street intersection improvements.
- Direction to proceed with the final design and construction of the selected option.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the council endorse design option A-2 and directs staff to proceed with the final design and construction of this option.

KEY FACTS AND INFORMATION SUMMARY

The city and Oregon Department of Transportation (ODOT) are partnering to improve the Pacific Highway/McDonald Street/Gaarde Street intersection. The goal is to improve traffic flow, safety, transit access, and cycling and pedestrian conditions at this intersection.

These intersection improvements are the number one transportation priority the city's Capital Improvement Plan.

The council reviewed eight design options at its October 18, 2011, meeting and concurred with the staff recommendation to perform further engineering analysis on three of the eight designs. In conjunction with ODOT and a consultant, staff has been working on the engineering analysis for design options A-2, B-2, and C-2. This work includes surveying, traffic modeling, environmental and hazardous materials review, property requirements, and costs. A comparison of the these options appears on the last page of Exhibit A.

Staff recommends the city proceed with final design and construction of option A-2. This option provides improvements similar to those constructed at the Pacific Highway/Greenburg Road/Main Street intersection. Widening would occur on all approaches to the intersection and left-turn capacity would be significantly increased. Traffic capacity would increase up to 18 percent during peak morning travel times and up to 31 percent during peak evening travel times.

The Tigard Transportation Advisory Committee recommended option A-2 at its July 2012 meeting.

Recently staff was informed the county will provide \$4 million in project funding through the Major Street and Transportation Improvement Program (MSTIP). This means the city should have sufficient funds to construct option A-2 — a project with an estimated \$9.5 million price tag.

OTHER ALTERNATIVES

Initially there were eight design options. The council reviewed these options at its October 18, 2011, meeting and concurred with the staff recommendation to perform further engineering analysis on design options A-2, B-2 and C-2.

The recommended option, option A-2, is essentially a combination of options B-2 and C-2. Widening would occur on all approaches to the intersection and left-turn capacity would be significantly increased.
Increased Traffic Capacity - up to 18 percent in the morning peak and up to 31 percent in the evening peak
Estimated Cost - \$9.5 million

Option B-2 would widen the Gaarde and McDonald Street approaches and also provide a third Pacific Highway southbound through lane, but would not provide the northbound dual left or right turn lanes on Pacific Highway.
Increased Traffic Capacity - up to 10 percent in the morning peak and up to 22 percent in the evening peak
Estimated Cost - \$6 million

Option C-2 would widen the Pacific Highway approaches to include a third southbound lane, northbound dual left, and northbound right turn lane. It would not widen the Gaarde or McDonald Street approaches.
Increased Traffic Capacity - up to 10 percent in the morning peak and up to 22 percent in the evening peak
Estimated Cost - \$6.6 million

A more detailed comparison of these options appears on the last page of Exhibit A.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

2012 Long-Term Council Goal - "Continue pursuing opportunities to reduce traffic congestion."

This project is also listed as a near-term priority in the Tigard's 2035 Transportation System Plan.

DATES OF PREVIOUS CONSIDERATION

The council was briefed on the project on August 9, 2011, and discussed various concept designs on October 18, 2011.

Fiscal Impact

Cost: \$1.5 million*
Budgeted (yes or no): Yes
Where Budgeted (department/program): Traffic Impact Fee/Transportation Development Tax

Additional Fiscal Notes:

The estimated cost of option A-2 is \$9.5 million. Proposed funding is as follows:

\$ 1 million	Oregon Transportation Investment Act (OTIA) via ODOT
\$ 4 million	Washington County Major Streets Transportation Improvement Program (MSTIP)
\$ 3 million	Federal Surface Transportation Program (STP) via ODOT
\$.3 million	Tigard's portion of Washington County Traffic Impact Fee (TIF) *
\$ 1.2 million	Tigard's portion of Washington County Transportation Development Tax (TDI) *
\$ 9.5 million	Total

* \$1.5 million represents Tigard's share of the project costs.

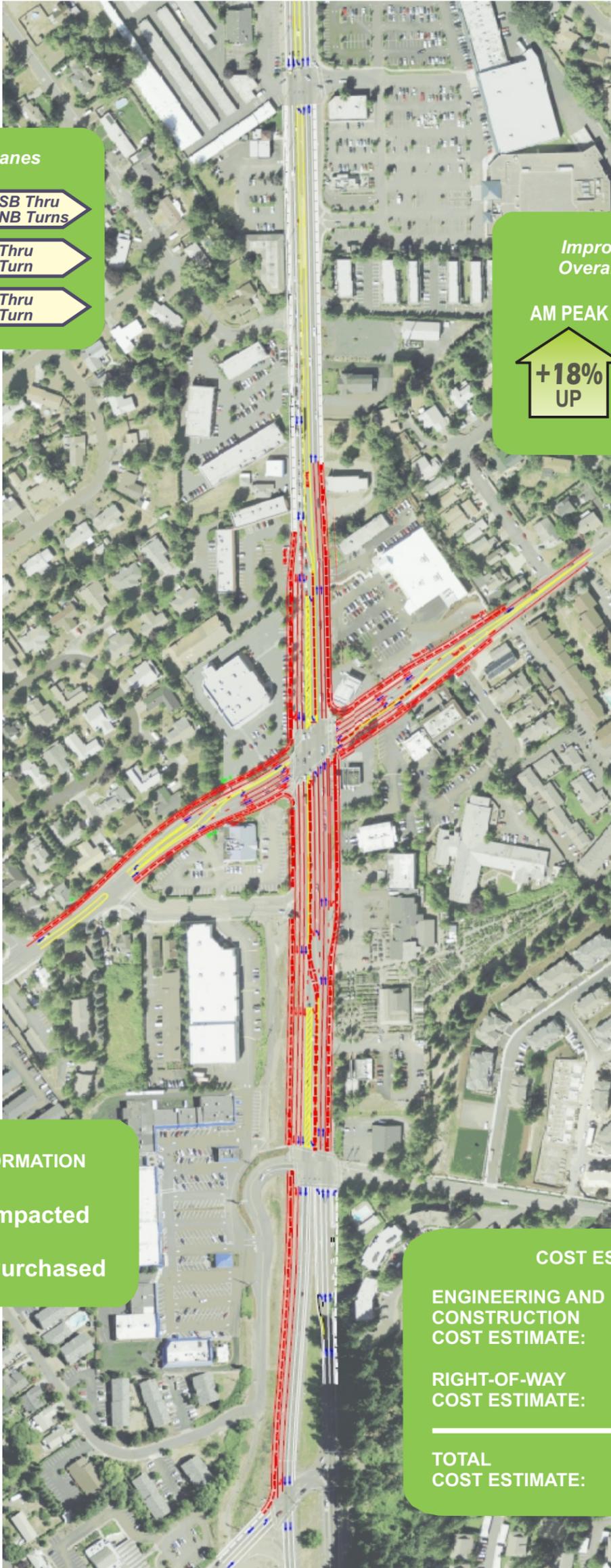
Attachments

Exhibit A - Option A-2 Design and Comparison

Pacific Highway 99W/Gaarde/McDonald Intersection Improvement Conceptual Design

Concept A²: Widen All Approaches (Combines B² & C² Alternatives)

DESCRIPTION: This concept widens Pacific Hwy 99W by adding a southbound through lane, a second northbound left turn lane, and an exclusive northbound right turn lane. This concept also widens SW Gaarde Street/SW McDonald Street by adding one through lane and one additional left turn lane for each approach.



Number of Travel Lanes

Pacific Hwy 99W: +1 SB Thru
+2 NB Turns

Gaarde Street: +1 Thru
+1 Turn

McDonald Street: +1 Thru
+1 Turn

Improvement to Overall Capacity

AM PEAK	PM PEAK
+18% UP	+31% UP

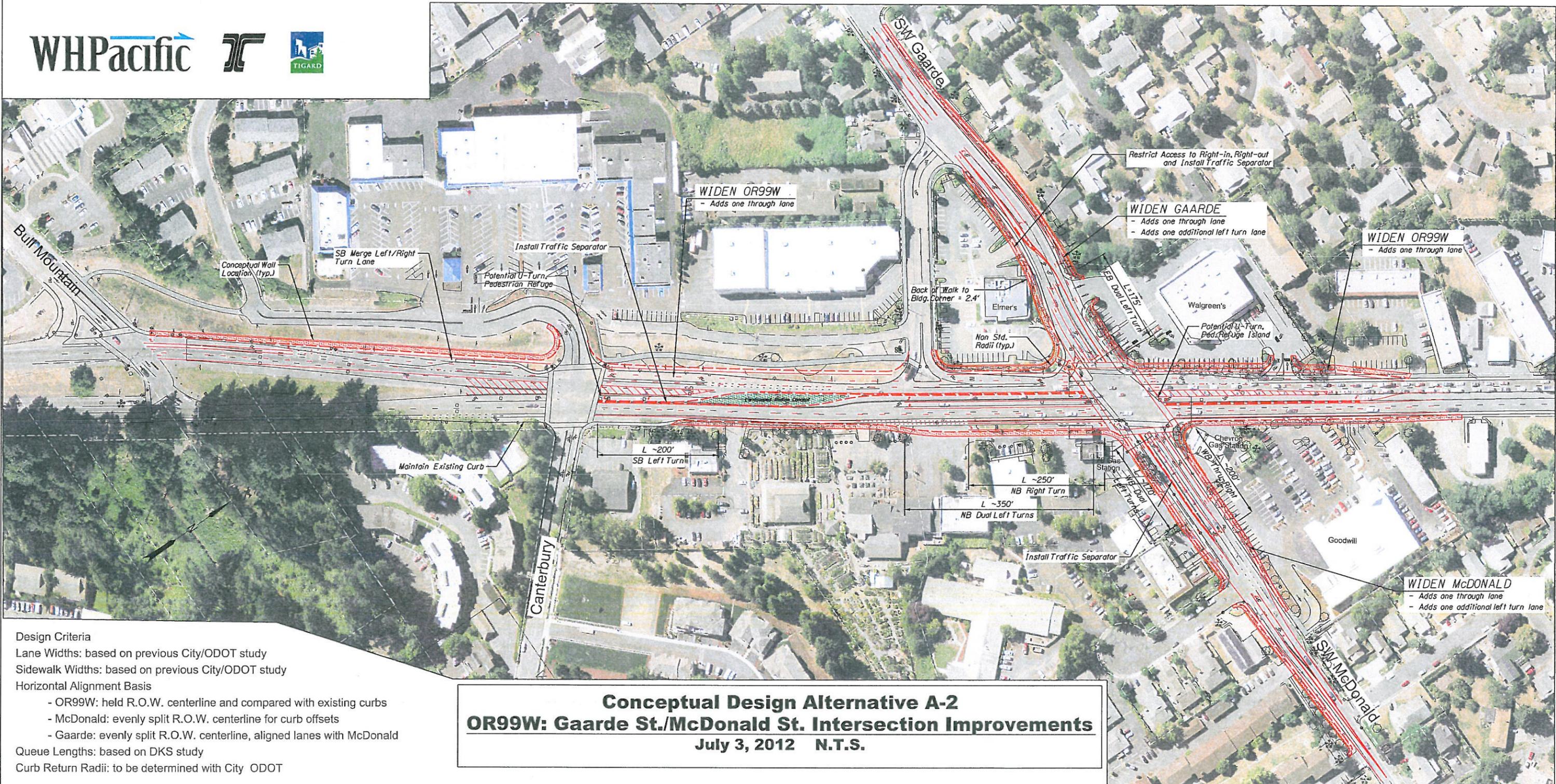
RIGHT-OF-WAY INFORMATION

26 Properties Impacted

2 Properties Purchased

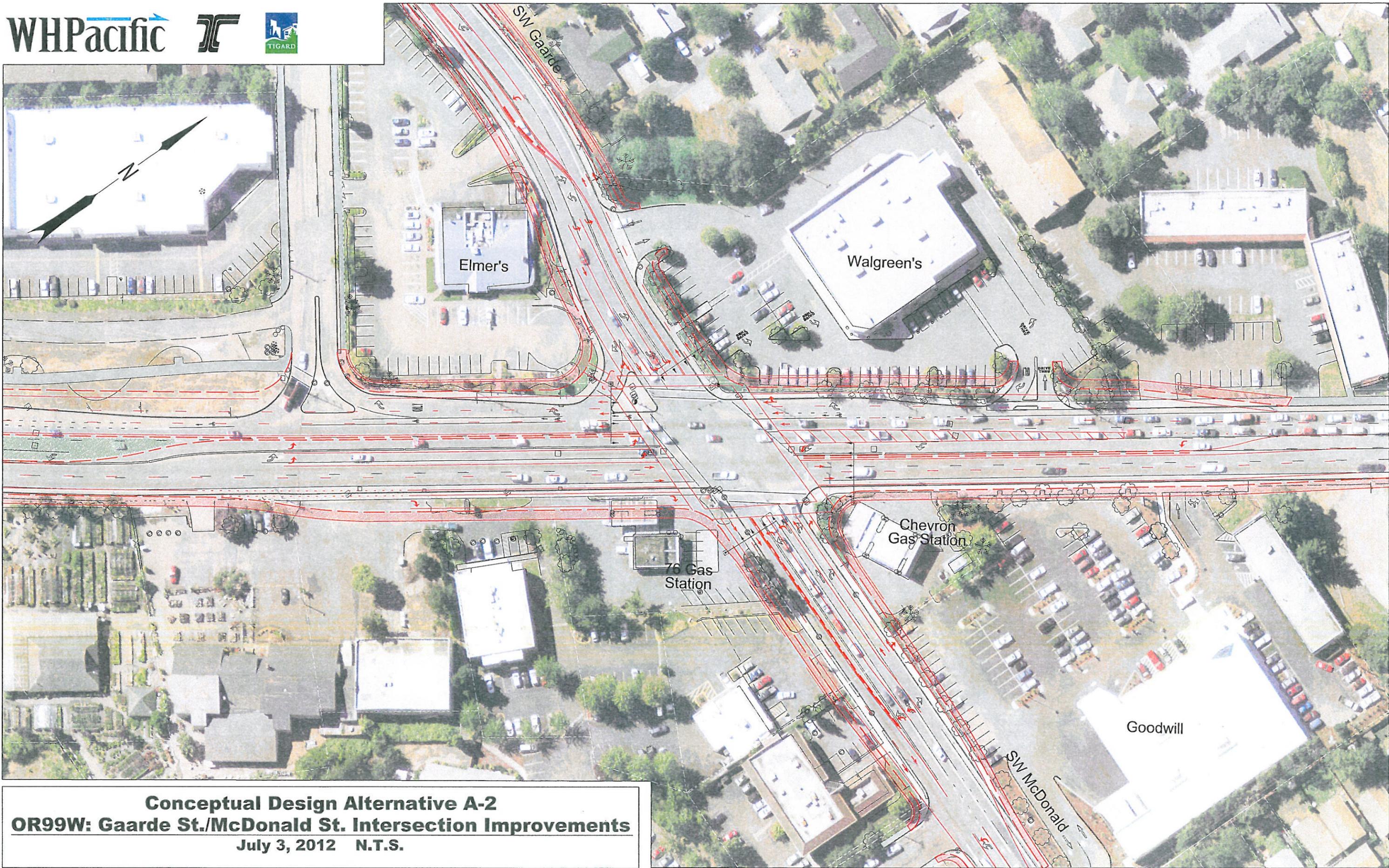
COST ESTIMATES

ENGINEERING AND CONSTRUCTION COST ESTIMATE:	\$6.3 Million
RIGHT-OF-WAY COST ESTIMATE:	\$3.1 Million
TOTAL COST ESTIMATE:	\$9.4 Million



Design Criteria
 Lane Widths: based on previous City/ODOT study
 Sidewalk Widths: based on previous City/ODOT study
 Horizontal Alignment Basis
 - OR99W: held R.O.W. centerline and compared with existing curbs
 - McDonald: evenly split R.O.W. centerline for curb offsets
 - Gaarde: evenly split R.O.W. centerline, aligned lanes with McDonald
 Queue Lengths: based on DKS study
 Curb Return Radii: to be determined with City ODOT

Conceptual Design Alternative A-2
OR99W: Gaarde St./McDonald St. Intersection Improvements
 July 3, 2012 N.T.S.



Conceptual Design Alternative A-2
OR99W: Gaarde St./McDonald St. Intersection Improvements
July 3, 2012 N.T.S.

OR99W: SW Gaarde St. / SW McDonald St. Intersection Improvements - Alternatives Comparison

July 17, 2012

Project Issue	Alignment Alternative						Comments	Descriptions
	A-2	Rating	B-2	Rating	C-2	Rating		
1. Traffic and Circulation								
A) Driveway/property access		A		A		A	A. Impact on access to property (where alternative access must be created for a site)	
B) Traffic Capacity (v/c ratio)	0.94/0.82	P	1.04/0.93	N	1.04/0.93	N	AM/PM, year 2023 (A-2 would extend to 2028) Volume to capacity ratio is an indicator of interseccion capacity utilization	
- Improvement to Overall Capacity	up 18% AM Peak up 31% PM Peak	P	up 10% AM Peak up 22% PM Peak	N	up 10% AM Peak up 22% PM Peak	N	Overall capacity improvement by percentage over current conditions	
C) Traffic Delay - avg. delay (LOS)	45.3 (D)/43.7 (D)	P	81.7 (F)/49.5 (D)	N	60.3 (E)/45.5 (D)	A	AM/PM, year 2023 Considers average delays/vehicle at signalized intersetion	
D) Traffic		-		-		-	C. The level to which each alternative meets ODOT's road standards. This includes considering items as described. This is a collective evaluation considering all subcategories 1 to 6.	
1. Roadway Safety		A		A		A	1. Consider ability to improve intersection and reduce high level of accidents	
2. Pedestrian		A		A		A	2. Consider ability to provide complete pedestrian accessibility through intersection and corridor	
3. Bike		A		A		A	3. Consider ability to provide complete bike accessibility through intersection and corridor	
4. Transit		A		A		A	4. Consider ability to provide for bus stop for the current transit service routes	
5. Freight mobility		P		A		A	Wider roadways provide greater flexibility of turns for large vehicles 5. The ability for trucks and large vehicles to make turns. Std. lanes vs. narrow lanes	
6. Emergency Vehicles		P		A		A	Wider roadways provide greater flexibility for emergency vehicles to manuever thru the intersection 6. Consider ability for emergency vehicles to travel through intersection and corridor	
2. Economic Impacts								
A) Right-of-Way (sf)	51,700 \$ 1.5 mil	A	33,700 \$ 0.9 mil	A	30,800 \$ 0.9 mil	P	A. Right-of-way area needed for purchase and estimated cost	
B) Permanent/Temporary Easements (sf)	32,000 \$ 0.4 mil	A	22,800 \$ 0.3 mil	A	19,300 \$ 0.2 mil	A	B. Permanent and temporary easement area needed for purchase	
C) Building acquisition	2	N	1	N	1 or 2	N	For C-2, the impact depends on curb radius and widening grades to access off 99W C. Number of properties that must be acquired because the proposed right-of-way impacts the structure	
D) Property Acquisition	\$1.2 mil	N	\$0.6 mil	N	\$0.6 mil	N	Based on data in line above D. Number of properties that must be acquired and estimated cost	
E) Private Parking Loss	35 stalls on 5 total properties	N	5 stalls on 3 total properties	N	30 stalls on 3 total properties	N	Walgreens = 36% (22 of 61 stalls) parking loss before possible reconfiguration on A-2 & C-2. E. Loss of parking stalls on private property	
F) Engineering & Construction costs	\$ 6.3 mil	A	\$ 4.8 mil	A	\$ 5.0 mil	A	F. Overall estimate of engineering and construction costs	
G) Total Project costs	\$9.4 mil	A	\$ 6.6 mil	A	\$ 6.7 mil	A	G. Total estimate of construction, right-of-way, and engineering costs	
H) Hazardous Materials		A		P		A	No proposed widening on east side for B-2 H. Impact of any adverse environmental conditions (e.g. contamination)	

Rating Legend:
P - Preferred
A - Acceptable
N - Neutral
U - Unacceptable

Quantity or Area Legend:
R - Approximate Right-Of-Way area (sf) needed
E - Approximate Easement area (sf) needed



Workshop Meeting**Meeting Date:** 08/21/2012**Length (in minutes):** 45 Minutes**Agenda Title:** Tigard Triangle District Plan Update**Submitted By:** Cheryl Caines, Community Development
Update, Discussion, Direct Staff**Item Type:** Joint Meeting-Board or Other Juris. **Meeting Type:** Council Workshop Mtg.**Information****ISSUE**

Presentation to Tigard City Council and Planning Commission of an informational report on the Tigard Triangle outlining the next steps for development of an area plan.

STAFF RECOMMENDATION / ACTION REQUEST

No action is needed for this agenda item. The presentation will update City Council and Planning Commission on work related to City Council's Tigard Triangle/HCT goals.

KEY FACTS AND INFORMATION SUMMARY

Tigard City Council goals in 2011 and 2012 have included actions related to the Tigard Triangle. In 2011, the City Council set a goal to "show substantial progress on a new Tigard Triangle Master Plan." In the City Council's 2012 goals, the Tigard Triangle is included as an area of focus for implementing actions that contribute to the SW Corridor Plan by "adopting land use policies and designations for high-capacity transit (HCT) station location alternatives." In response to this interest by City Council, in 2011 the Community Development department began an examination of the planning history, current vision and existing conditions in the Triangle. The work also included a scan of policies and regulations that might help position the Tigard Triangle on the regional level as an HCT station location.

Community Planning staff has worked with a small consultant team and the Planning Commission on this effort. The results are provided in the attached report which outlines the current status of the Triangle and a process for development of a Tigard Triangle District Plan.

Originally the work program called for a process that engaged the Planning Commission and stakeholders to update the vision for the Tigard Triangle followed by development and adoption of revised policies and regulations to support the vision. However, staff found that a more extensive process is needed because a comprehensive plan for the Triangle has never been adopted, much has changed in the 20 years since the last Triangle planning efforts, and a high priority has been placed on HCT within the Triangle. The timing for additional planning in the Tigard Triangle fits well with the recent completion of the Tigard HCT Land Use Plan, anticipated milestones of the Southwest Corridor Plan, and possible Transportation Growth Management (TGM) grant funding for the plan.

David Berniker of David Berniker Urban Design and Planning and Matt Brown of loci, Inc. will join staff in presenting the report, focusing on the path forward for a comprehensive Tigard Triangle plan. The report provides some background and history of previous planning efforts in the Triangle and explains what has happened in recent years to prompt a "new look" at the area. In addition, the report includes information on opportunities and challenges to development and outlines key plan elements to ensure the plan's success. The report concludes with an overview of the planning work that is expected to occur over the next 12-24 months depending on whether or not the TGM grant is approved. Staff will provide a more detailed review of these options at the council meeting.

OTHER ALTERNATIVES

There are no alternative actions for this item.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

1. Take the Next Step on Major Projects
 - b. Implement the Comprehensive Plan through code revisions, including:
 - ii. Contribute to the SW Corridor Plan by adopting Tigard's land use policies and designations and identifying priorities for high-capacity transit (HCT) station location alternatives by mid-2012.
 1. Determine the economic development opportunities, development plan, city policies and regulations needed to position the Tigard Triangle as an HCT station location.

DATES OF PREVIOUS COUNCIL CONSIDERATION

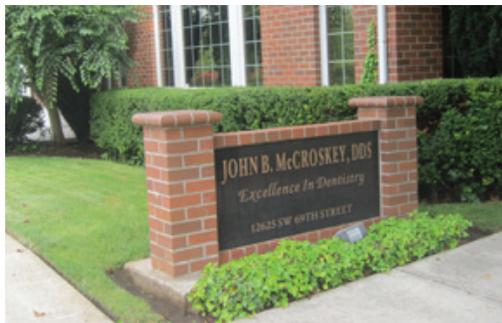
July 12, 2011 - Staff and consultants updated the City Council on Planning Commission activities related to the Tigard Triangle and Tigard HCT Land Use Plan. These included workshops on potential HCT Tigard Triangle station locations, alternative land use patterns and typologies.

Attachments

Tigard Triangle Report

Tigard Triangle:

The Path Forward



Project Team

Client:

**Tigard City Council
Tigard Planning Commission
City of Tigard Project Staff**

Project Consultants:

Urban Design and Planning
David Berniker
2508 NE 25th Avenue
Portland, Oregon 97212

loci
Matt Brown
3443 NE Couch Street
Portland, Oregon 97232

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Executive Summary

The Tigard Triangle is a 450-acre district located just east of Downtown Tigard, Oregon and bound by Interstate 5 (I-5) to the east, Highway 217 to the south/west, and Highway 99W (Pacific Highway) to the north. The area is home to a variety of existing uses, including big box retail, offices, and single-family residential, and is viewed as a significant redevelopment opportunity for the City of Tigard.

Over the years, there have been many attempts to define a vision and shape for the direction of Triangle redevelopment. While these efforts have not resulted in a definitive plan for the area, there are a number of common elements or themes that describe the issues and opportunities present in the Triangle. These include:

- Convenient regional location and accessibility.
- Vacant and under utilized land available for redevelopment.
- Significant natural features, including Red Rock Creek.
- Lack of connectivity (internally and externally).
- Lack of non-auto transportation options.

- Inadequate infrastructure to support significant redevelopment.
- Zoning and development regulations that do not support a quality mixed-use development.

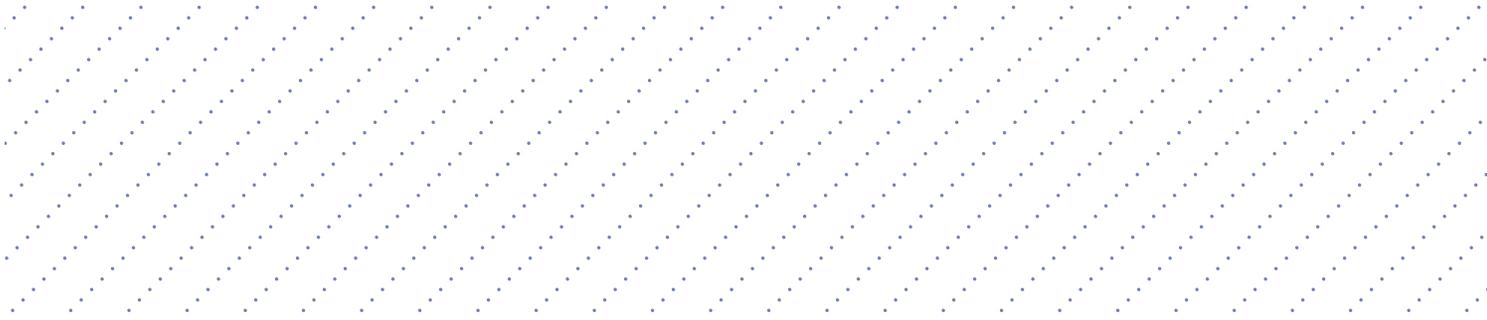
In order to adequately address these issues and opportunities and initiate the redevelopment process, a comprehensive district plan must be established. This document identifies a number of key issues that will need to be considered as part of the planning process as well as the foundational elements that must be incorporated within a successful redevelopment approach.

The first step in this process is to establish a broadly supported community vision for the Tigard Triangle by engaging stakeholders, the Tigard community and policy makers. This planning process must consider related planning efforts, most critically Metro's Southwest Corridor Plan and recommendations of the Tigard HCT Land Use Plan. Coordinating these efforts in the context of a redevelopment plan for the Tigard Triangle will help reinforce the need for a Tigard Triangle station along the Southwest Corridor.

The plan should address or incorporate a number of key principles, including:

- Financial feasibility, including market assessment and the viability of both public and private financing.
- Sub-area assessment that addresses unique sub-districts within the Triangle.
- A proposed mix of uses that is complementary to Downtown Tigard and reinforces downtown redevelopment efforts.
- Connectivity between the Triangle and adjacent areas, including regional transit connections.
- Internal circulation and connectivity, including bike and pedestrian access.

In order to kick-start the Tigard Triangle planning process, the City of Tigard has applied for a Transportation and Growth Management Grant from the State of Oregon to "identify specific policy changes and investment priorities needed to create and support a mixed-use development with balanced, multimodal transportation options." Planning will proceed whether the grant is awarded or not. However, the scope and final products will be limited without grant funding.



Key intersection at SW 72nd Avenue and SW Dartmouth Street.

Undeveloped site at SW 68th Avenue and SW Dartmouth Street.

Introduction and Background

Overview

The Tigard Triangle has long been considered an area that could help absorb future growth, in Tigard by providing multi-family residences, employment and nearby shopping. Until the early 80s about half of the Tigard Triangle was still in unincorporated Washington County.

Aerial photographs from the 1960s show agricultural uses like orchards and livestock farms, an elementary school, and a drive-in theatre. This once semi-rural area has developed over the years with single-family homes and commercial uses (mostly large format retail and office). Zoning has changed from a mix of Professional Commercial (C-P) and residential (R-3.5 and R-25) to Mixed-use Employment (MUE), with the exception of the General Commercial (C-G) zones, located generally west of SW 72nd Avenue, which has not changed.

Close proximity to state highways provides a high level of regional access to the Triangle site, which is ideal for employment and retail uses.



Aerial – circa 1960.



State highways act as barriers to adjacent areas.

On the downside, these highways pose a significant barrier to pedestrian and bicycles, especially coming from the downtown core area. The lack of connectivity between the surrounding areas and the Triangle exacerbates the existing, auto-oriented land use pattern.

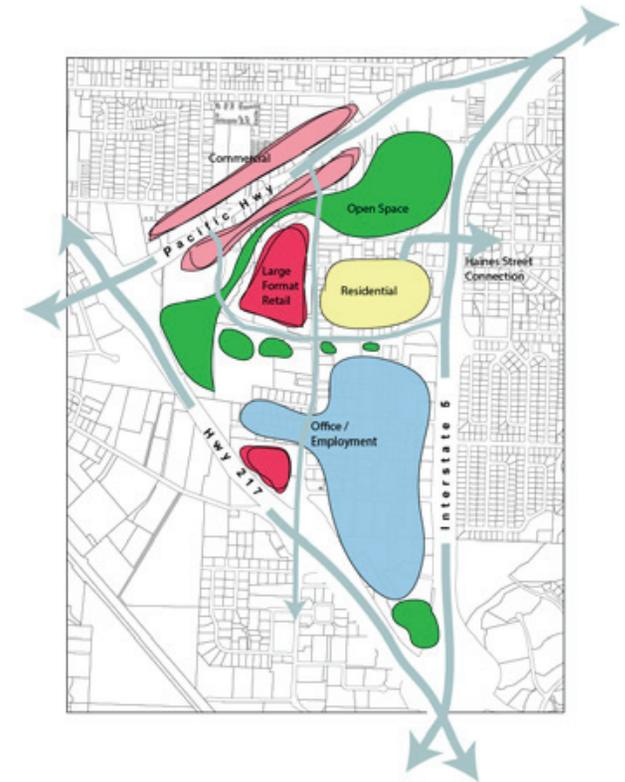
Past Planning Efforts

There have been at least two long term plans created to make the Tigar Triangle a place to live, work and play. The last major planning effort for the area was completed in the late 1990s. Despite this effort, a comprehensive plan has not been adopted for the area. To address lingering land use/transportation issues, the area has been partially re-zoned to allow for mixed-use developments and design standards have been adopted. A detailed history of the past planning efforts is provided in Appendix A.

Despite the adoption of these design standards and changes to the zoning code, the development pattern, in the Triangle, has been inconsistent. The majority of new development has occurred

on large undeveloped or underdeveloped sites. Surrounding residential areas have experienced limited changes, with the exception of a few changes in use from residential to office. In most cases, these changes have not resulted in the desired comprehensive and cohesive improvements to the existing built and pedestrian environment. The land use pattern has been further compromised by new parking areas, as a result of the changes in use, that do not fit into the fabric of the existing residential neighborhood.

In recent years the city has conducted a series of plan updates and studies as part of periodic review and long range planning for the Triangle and Pacific Highway. These updates and studies combined with other city plans and regional efforts listed below, suggest that the timing may be right to develop a comprehensive plan for the Tigar Triangle that considers land use and transportation improvements.



Existing Land Use.



Recent efforts include:

- Southwest Corridor and acceptance of Tigard’s High Capacity Transit Plan.
- Downtown Tigard–new redevelopment strategies and WES Commuter Rail.
- Future expansion of the Tigard Town Center boundary to include the Triangle.
- Adoption of an updated Tigard Transportation System Plan.
- Amendments to the Oregon Transportation Planning Rule.



At this time in the process a preferred mode of transportation has yet to be identified. A detailed discussion on high capacity transit (HCT) and its impact on future development in the Tigard Triangle follows on the next page. This section is followed by a strategic approach to creating great places that includes the identification of key planning principles and a conceptual work plan.



Cinema – Potential Opportunity Site.

High Capacity Transit (HCT): What is it?

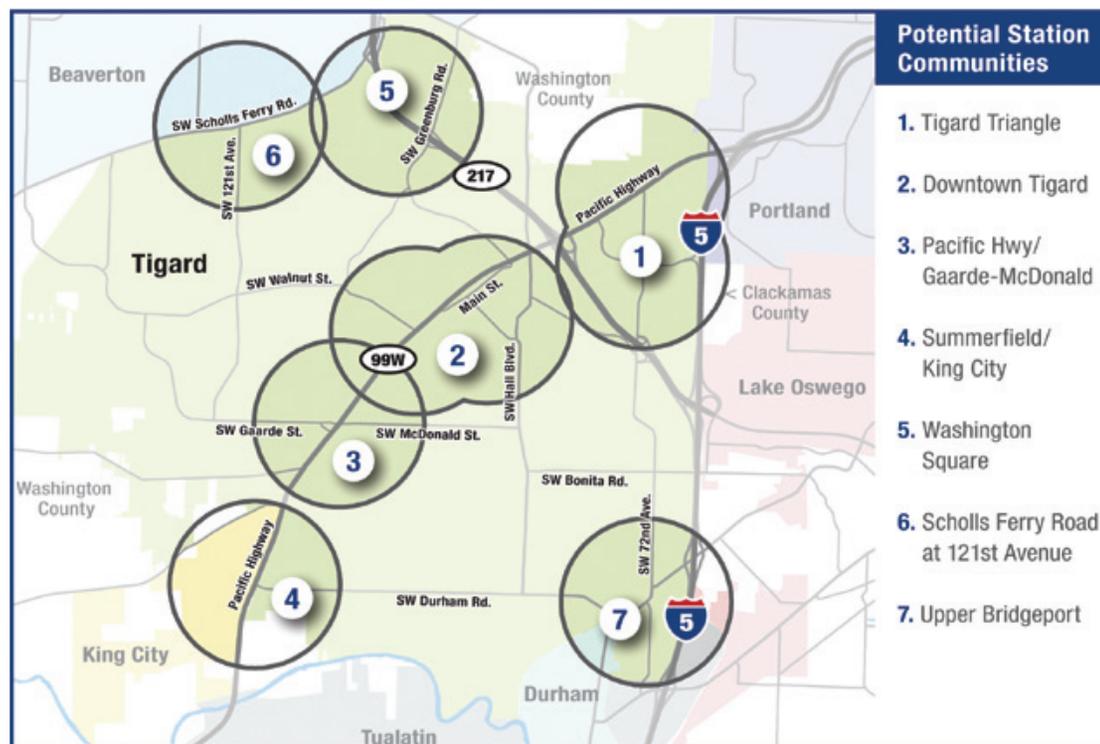
Current Planning Efforts

As previously mentioned, Metro is currently engaged in a regional planning process for the Southwest Corridor, an area that roughly encompasses the I-5/Barbur Boulevard/Pacific Highway corridor between downtown Portland and the Sherwood/Tualatin area. The Tigard Triangle is one of seven potential station locations studied as part of Tigard's HCT Land Use Plan.

The Tigard Triangle has vacant and under utilized land that can support a mix of uses that can be served by HCT. Improved transportation access to and from the Triangle with HCT service is a potentially transformative economic development opportunity. Decisions about the transit mode and alignment are part of Metro's Southwest Corridor Plan. These decisions are not expected to be completed until 2015.

The recently completed Tigard HCT Land Use Plan outlines implementation strategies, which include policy, plan and code amendments. Some of the implementation strategies are the same as those needed for the Triangle Plan. Incorporation of

these strategies will help position the Triangle at the regional level for an HCT station. HCT includes a variety of modes.



Potential station communities.

Light Rail



Streetcar



Rapid Bus



Examples of Transit Modes and Transit-oriented Development

Orenco Station (Light Rail)

Orenco Station is a 190-acre master-planned, transit-oriented development (TOD) in Hillsboro, OR. The community was built adjacent to the West Side Light Rail project, concurrent with the light rail expansion in the late 1990s, and features nearly 2,000 housing units and a diverse mix of employment and retail uses. Pedestrian access and connectivity was a critical part of the master plan for Orenco Station, including direct access to the West Side Light Rail station located along the northern boundary of the neighborhood. Other examples: San Jose, CA; Dallas, TX; Denver, CO.



Orenco Station in Hillsboro, OR.

Pearl District (Streetcar)

The Pearl District in Portland has achieved international notoriety as a successful transit-oriented development focused around the Portland Streetcar. While a streetcar is not technically considered HCT, the project is instructive in looking at how rail transit can be integrated seamlessly with a successful urban neighborhood. Since opening in 2001, the Portland Streetcar has exceeded daily ridership projections, carrying over 12,000 daily riders on weekdays, with a total ridership to date of over 28,000,000. Other similar examples: Tampa, FL; Tacoma, WA; Seattle, WA; San Diego, CA.



Pearl District in Portland, OR.

Eugene HCT Bus

EmX (pronounced: "M X", short for Emerald Express) is the local bus rapid transit system developed to address the current and future growth and transit needs in Eugene. EmX is unique because it operates like a bus, except it utilizes designated lanes that allow it to travel undeterred by traffic. Riders of EmX enjoy faster, more reliable and enjoyable service; while enabling the transportation agency (LTD) to increase ridership at much less expense than a light rail solution.



Rapid bus in Eugene, OR.

A Path Forward

A Strategic Approach to Making Great Places

Great places start with great ideas. The Tigard Triangle has the potential to be a vital, energetic home to shops, offices, businesses and residents, reinforcing Downtown Tigard as the heart of the community.

Creating a successful place requires a strategic approach. Great ideas must be grounded in reality, and for an area with the size and complexity of the Triangle, a comprehensive process must be undertaken to address the core issues that affect redevelopment activity in the district — what we have referred to, on pages 16–17, as the “Essential Conditions.” By balancing great ideas with the realities of market conditions, financial feasibility and technical requirements, a compelling and implementable vision can take root and guide the redevelopment process.

Elements of a great community are related to design, functionality, permanence and choice. It appeals to a variety of people by addressing individual needs through common desires.



Office building on SW 68th Parkway.

“ Great Communities share the attributes of innovation, energy, vitality and a self-perpetuating enthusiasm. They are created with intention, design and change over time. Common characteristics are excellent community design, a transparent and proactive government, a vital economy, a full range of housing, employment, transportation, recreation, shopping and entertainment choices as well as attention to the environment. ”

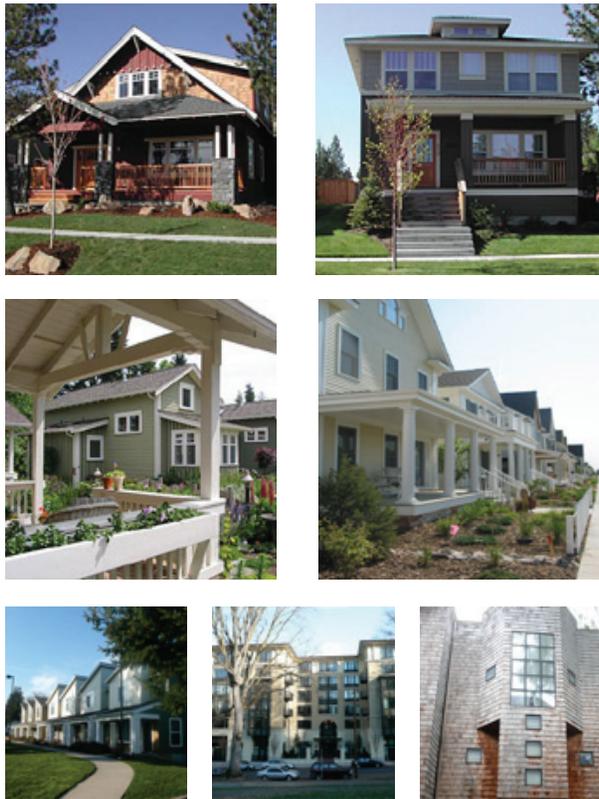
(Metro Great Communities Report, 2006)



View from SW Dartmouth Street and SW 68th Avenue – potential open space site.

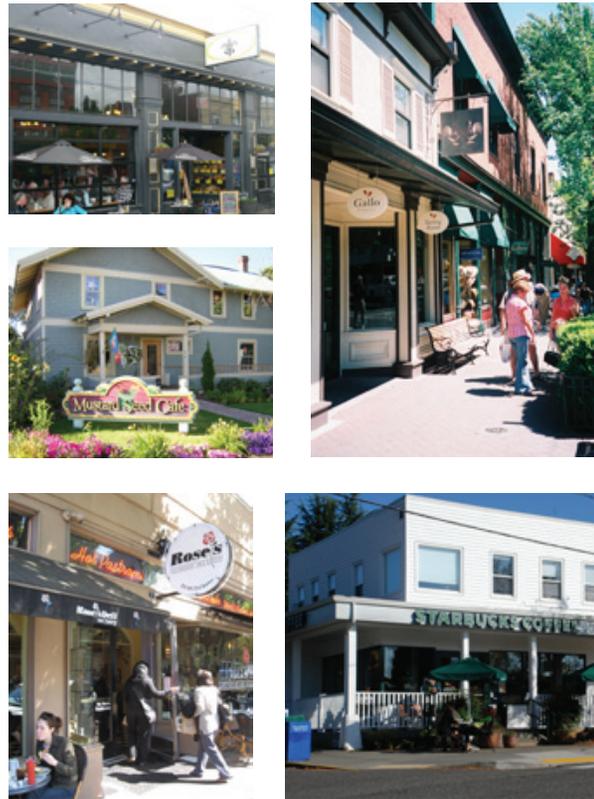
Key Elements of a Great Community

Housing



Great Communities have a **wide range of quality housing choices**.

Vibrant Places



Great Communities have a **diverse mix of uses and high quality public environments** that encourage public gathering and interaction.

Sustainable Development



Great Communities incorporate sustainable practices that **promote stewardship of the environment and improve air and water quality**.

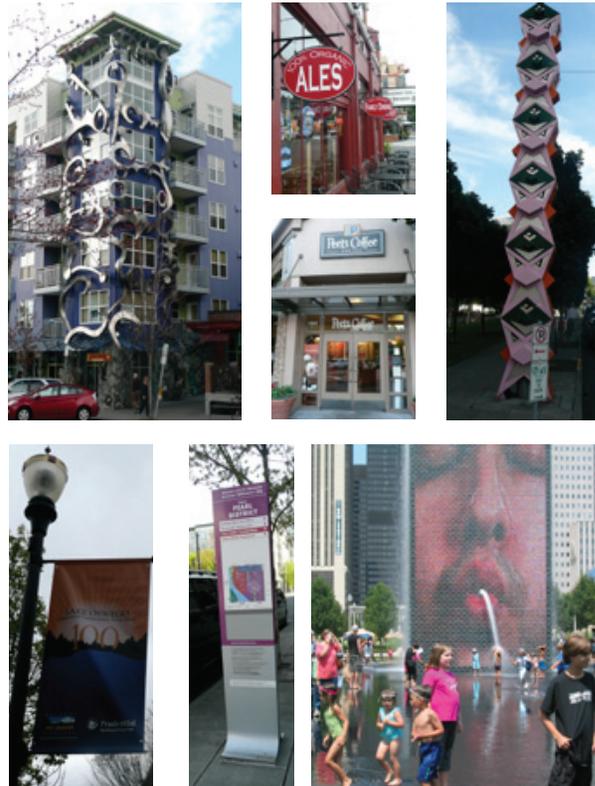


Connectivity



Great Communities consist of **multimodal pathways, trails and streets** that get people out of their cars.

Legibility



Great Communities have an **identifiable center and edges**. You know when you have arrived and when you have left.

Employment



Great Communities consist of a broad array of **employment opportunities**.

Essential Conditions

Five Issues to Consider:

The following conditions are critical to the attainment of a future plan. If the next Tigard Triangle planning effort fails to address or solve these issues, a successful outcome will be highly unlikely.

Given the nature of this planning effort, the work program should be structured to test concepts, solutions and technical information against these essential conditions, with the goal of providing a consistent check on the planning process. This approach ensures that if any essential conditions fail, there can be a course adjustment to the effort and a final product that is both economically viable and consistent with the larger goals of the district plan.



Multimodal transportation system includes bikes.

Transportation Capacity and Connectivity

The Triangle District is surrounded by significant regional roadways — I-5, Highway 217 and Pacific Highway. Future growth in the Triangle will need to demonstrate how additional future trips can be handled on or across these facilities.

The Oregon Transportation Planning Rule (TPR) dictates that zone changes have no further impact on regionally significant facilities than what is allowed under existing zoning. Recent changes added to the TPR that encourage multimodal, mixed-use development may help alleviate these restrictions. In addition, Title 6 of Metro’s Urban Growth Management Functional Plan encourages development within 2040 growth centers (e.g. town centers and station communities).

HCT and Alternative Transportation Modes

A key component to increasing development density in the Triangle and maximizing economic development opportunities is the availability of attractive and reliable HCT service. This component is integral to understanding and solving the transportation access and capacity issues in the district. Alternative modes such as bike and pedestrian travel are essential to ensure connectivity between the development and mass transit stations/stops and also encourage those living/working in and near the Triangle to utilize alternatives to single occupancy vehicles — cars.



Bike parking is essential to increasing ridership.



Economic Feasibility and Market

The future plan must be both economically viable, including a short- and long-term view of the market conditions. The street network, as well as development standards, and the overall zoning recommendations, should help drive the overall form of the plan and ensure the recommendations are fundamentally sound from a development feasibility perspective.



City of Eugene HCT bus.

Financing and Funding

A viable financing and funding strategy is required, including the determination of the cost, timing and likely funding sources for needed public infrastructure development or other projects and programs. Funding will need to be provided for both the planning and implementation stages of the Tigard Triangle Master Plan. This work may include an independent analysis of financial feasibility that focuses on the cost/benefit of public investment in the Triangle.



Off the grid with bike Power.

Implementation Strategies

Implementation of the district plan will occur over a long period of time — likely years or more. The plan must identify what actions are required to support redevelopment efforts and attain the larger redevelopment vision for the site. These actions are likely to range from immediate (Comprehensive Plan and land use changes to the code) to mid- and long-term (infrastructure) investments. Besides providing a time frame for the actions, the plan should identify actions based on costs. Oftentimes, there are actions that can be implemented today at minimal or no cost. Commonly referred to as “low hanging fruit,” these actions serve to oftentimes catalyze larger more comprehensive actions.



Green wall lowers energy load.

Moving Forward

Process so far...

In the process of putting together this document, the project team spent time with the Tigard City Council and Planning Commission and attended public HCT meetings and workshops. In June 2011, the Tigard Planning Commission discussed the three Tigard Triangle alternatives as part of the HCT Land Use Plan. These small group discussions served as the starting point for the Planning Commission to begin a visioning process for the Tigard Triangle's future. A subsequent large group brainstorming session led to the request by commissioners to tour the Tigard Triangle.

The tour had two purposes. One was for planning commissioners to see existing conditions in the area such as development patterns, topography, street improvements, connectivity and the level of activity in the off-peak hours. The second purpose was to provide commissioners with a new perspective on the site. Many people travel through this area by car. By getting out of the van, the commissioners were able to visit areas not normally seen from a vehicle.

Common Ground

Based upon conversations with commissioners, the following draft principles have been established:

- Establish strong transportation connections between the Triangle and Downtown Tigard, surrounding neighborhoods and the regional transportation system.
- Encourage a broader mix of uses within the Triangle, including a diverse mix of housing and employment, while building upon or integrating with existing uses.
- Create an economically viable approach to redevelopment.
- Incorporate sustainable planning and development principles throughout all phases of the development process, from planning through construction.
- Ensure that planning efforts are consistent with and support redevelopment activities in Downtown Tigard.
- Support the extension of high capacity transit to Tigard through the development of a transit-oriented development strategy for the Triangle.
- Develop a “brand” for the Triangle site or facilitate placemaking.
- Establish a unique “sense of place” and strong district identity through the use of design and development guidelines, signage and wayfinding.
- Recognize the unique nature of the Triangle and its subareas.
- Develop a green infrastructure plan for the Triangle that incorporates existing natural features like Red Rock Creek and links parks, open spaces and natural areas together with bike and pedestrian pathways.

“ *The Tigard Triangle represents a unique opportunity for the City of Tigard to accommodate future growth and development in a sustainable and economically viable manner. Building on a future high-capacity transit line, the district will accommodate increased residential and employment densities and improve connections between the Triangle, Downtown Tigard and surrounding neighborhoods. New development will recognize the current balance of uses, including regional retail and employment destinations, while providing a broader mix of development that supports and complements the city’s efforts in both Downtown Tigard and the city as a whole. The city will work closely with local neighborhoods and residents, property owners, businesses, institutions and regional partners to deliver a neighborhood that represents the best of Tigard. ”*

Draft Vision Statement



View from Dartmouth.

Work Plan

Draft Planning Process

A robust planning process that informs as well as welcomes input from all stakeholders in the Tigard Triangle is essential to creating a great community. In order to attain the results described in the draft vision statement and guiding principles, there is a significant amount of work that will need to be undertaken.

This work begins with a planning process that focuses on removing the regulatory, infrastructure and economic impediments to achieving the city's vision for the Triangle. The goal of this process is not just to describe a conceptual framework for Triangle redevelopment, but to implement the appropriate regulatory responses and establish a realistic funding strategy, both of which will create a development-ready environment in the Triangle.

In June 2012, the city applied for a Transportation and Growth Management grant to fund development of a Tigard Triangle plan. Planning efforts will take one of two paths, depending on whether or not the grant is awarded to the

city in October 2012. With grant funds the plan will include in-depth transportation, market and economic opportunities analysis, major code and comprehensive plan updates, and implementation of infrastructure funding mechanisms.

A scaled back version is proposed without grant funds that will update existing regulations and policies, review infrastructure funding options, and update the Economic Opportunity Analysis completed in 2011. The graphic on the next page shows differences in timeline and scope with and without grant funding.



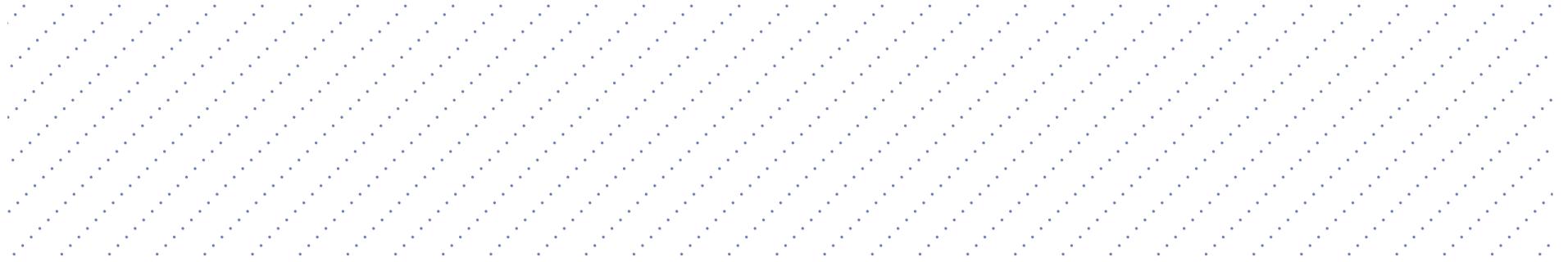
Inviting pedestrian scale on SW 70th Avenue.



Public involvement is key to the process.

Conceptual Timeline and Deliverables





Phases of the Work Plan

Regardless of the path, the work plan will consist of phases. These phases are

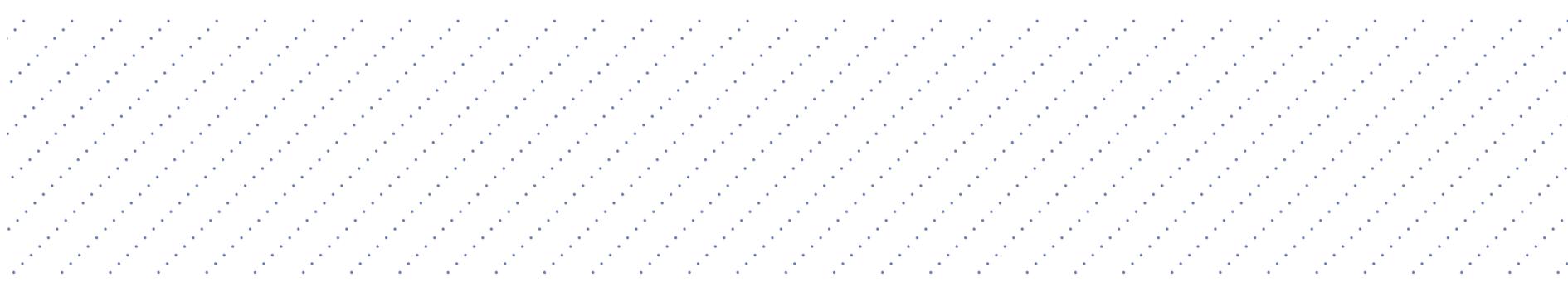
- 1) Issue Identification, Visioning and Goal-setting,
- 2) Tigard Triangle Framework Plan, and
- 3) Tigard Triangle Plan Implementation.



Pathway connecting adjacent developments.



Landscaping and design standards support vision.



1. Visioning and Goal Setting

The goal of this planning process is to engage Tigard Triangle stakeholders, (property owners, residents, businesses, associations, etc.), the broader Tigard community, and the Tigard City Council and Planning Commission to work in a collaborative manner to identify impediments to future Triangle development and establish a common vision and project goals for the Triangle. The end result of this process is intended to be a strong community consensus on the direction for the Triangle, and a clear understanding of the path forward.

Final Products:

Updated Tigard Triangle Vision Statement and Project Goals; Tigard Triangle Issues Paper; Work Plan, Schedule, and Budget for Tigard Triangle Framework Plan.

2. Tigard Triangle Framework Plan

The framework plan will establish a detailed set of recommendations for implementing the Tigard Triangle vision and goals and removing the barriers to development that would prevent attainment of that vision. These recommendations will be based on a thorough analysis of the underlying issues in the district, including transportation access and capacity, land use and zoning regulations, infrastructure needs, parks and open space, geotechnical conditions, environmental conditions (e.g., sensitive areas, habitat, wildlife), market conditions and other critical issues. The process will gather existing conditions information for the Triangle and utilize that information to help inform plan recommendations and shape the conceptual approach to the district. Final recommendations will be based on an economically viable approach to development in the district.

Final Products:

Tigard Triangle Framework Plan and Recommendations; Economic Viability Analysis; Implementation Strategy and Action Plan.

3. Implementation

Including an implementation phase in the overall work program is essential to ensuring that the results of the planning effort do not sit on a shelf. Assuming that the framework plan is successfully delivered to and approved by the city, the immediate next step would be to take the relevant framework plan recommendations and translate them into specific regulatory language (zoning code and development standard amendments, design guidelines, etc). and to pursue funding and infrastructure strategies.

Final Products:

Revised Regulatory Package, including Zoning Code, Development Standard, and Design Guidelines; Identification and implementation of financing plans and programs that support Triangle infrastructure development including:

- Vertical Housing Program.
- TOD tax exemptions.
- Urban renewal and tax credit financing.
- Establishment of LIDs, and impact-based SDCs.

Appendix A – Detailed Plan History

Two Tigard Triangle plans have been created for the area, but neither was formally adopted. Not much is known about the first, the Triangle Plan, completed in the early 1970s. The second planning effort began in 1992. In order to facilitate development, the Tigard City Council passed a resolution accepting a land use pattern map and directing staff to initiate amendments to the development code and comprehensive plan.

This second plan, known as the Tigard Triangle Specific Area Plan, had a goal to create a community for people to live, work, shop and play. For two main reasons the Tigard Planning Commission recommended denial of the plan. The first was property owner opposition of the proposed zone changes (down zoning commercial sites to multi-family), and the second was that the market had changed since the study began (development was now occurring).

In response, the Tigard City Council withdrew consideration of the plan and directed staff to bring resolution to issues associated with transportation, design and land use in the Triangle. A task force was created that included

Oregon Department of Transportation (ODOT), Metro, residents, business owners and developers.

In the late 90s, City Council adopted the current zoning of the area (MUE — Mixed-use Employment and C-G — General Commercial). The current development standards found in the Tigard Development Code (Tigard Triangle Design Standards) were adopted at the same time. The MUE zoning avoided the down zoning issues and allowed a choice of uses including retail, office, service commercial, research facilities and high-density residential. Larger scale commercial uses were planned for the existing C-G areas. The goal of the adopted Triangle design standards was to ensure a high quality mixed-use employment area utilizing streetscapes and to develop a convenient pedestrian and bikeway system within the area.

Appendix B – Challenges and Opportunities

Challenges:

- Connectivity (external) — major roadway boundaries limit connections (especially pedestrian and/bike connections) to adjacent neighborhoods such as Downtown Tigard, businesses along the opposite side of Pacific Highway, employers in Kruse Way and regional facilities such as the Portland Community College Sylvania Campus. Freeway crossings are expensive, so it is important that any connection accommodates multiple transportation options.
- Connectivity (internal) — an incomplete streets network and limited pedestrian and bicycle connections, especially between developments, restricts local movement.
- Existing land use patterns lack visual and physical cohesion.
- Lack of variety in land uses. A majority of existing uses are office or big box retail. There is shortage of neighborhood-oriented retail and service uses necessary to support a residential neighborhood.
- Lack of infrastructure goes beyond street improvements to public and private utilities such as water and sewer.



Opportunities:

- Major Regional Transportation. Although access points are congested, proximity to the regional transportation system is good (Interstate 5, Highway 217 and Pacific Highway).
- Natural Features. Red Rock Creek greenspace, nearby wetlands and tree groves that could easily be incorporated as an open space or park.
- Topography. The area steps up to the west. This provides views from 68th Parkway and could make it easier to incorporate underground parking.
- High Capacity Transit (HCT). The Tigard Triangle is one of seven potential station locations within the city. This transportation alternative would provide better connections with outside areas and prompt improved (internal) pedestrian and bike connections.
- Opportunity Sites. There are several vacant or underdeveloped areas within the Triangle available for redevelopment.
- Subarea Concept. The Tigard Triangle could benefit from a planning approach that reduces its large areas into subareas that are planned around unique features. Some of these smaller mixed use areas could include residential.
- Existing “Anchor” Development. The Triangle has existing employers like Costco and Health Net of Oregon, adult education facilities such as George Fox University and University of Phoenix, and retail/services such as Winco, Willamette Dental and Cascade Veterinary Hospital.



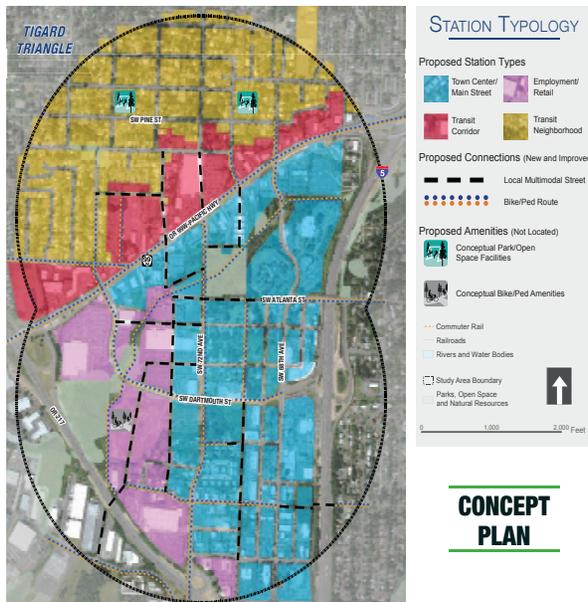
Undeveloped and under developed sites are opportunities.

Appendix C – Planning Milestones

- 2005 — The city adopted a Downtown Improvement Plan to create an active and vibrant urban village. Changes in the downtown include commuter rail service to the Tigard Transit Center. This provides alternative transit to Tigard and will be another mixed-use area that could complement growth in the Triangle.
- 2009 — The city extended sanitary sewer service into the northeast quarter of the Triangle (SW 72nd Avenue, SW 70th Avenue, SW Clinton Street and SW Baylor Street). This residential area was previously not served with sanitary sewer.
- 2010 — The Pacific Highway to a Sustainable Future document was completed that provided a better understanding of the highway corridor’s characteristics and has been used as a tool to start conversations on policy and actions related to future development on Pacific Highway.
- 2010 — Tigard City Council passed a resolution supporting a submittal to Metro to amend the Tigard Town Center boundary to include the Tigard Triangle. The Town Center designations would support compact, mixed-use development and multimodal transportation options in the Triangle.
- 2010 — Tigard City Council adopted an updated Transportation System Plan that considers a comprehensive approach to improving transportation in the Triangle including improvements to eliminate barriers to bicycle and pedestrian traffic and increase capacity for alternative transportation modes along with vehicular traffic.
- 2010 — Metro Council identified the Southwest Corridor connecting Portland, Tigard and Sherwood as the next priority for transit investment (see inset).
- 2011 — An economic opportunities analysis completed as part of the comprehensive plan periodic review recommended a focus of future economic growth and high density housing in areas such as the Tigard Triangle.
- 2011 — The Oregon Transportation Planning Rule (TPR) was amended to allow exemptions and some flexibility to congestion and impact mitigation requirements that had limited the intensity of development. This flexibility is related to multimodal mixed-use areas and allows the city to modify or eliminate the current 0.4 floor area ratio maximum in the Tigard Triangle.

Appendix D – HCT Land Use Plan

The Tigard City Council accepted the Tigard High Capacity Transit Land Use Plan in August 2012. The plan analyzed concepts for each of the potential station locations in Tigard. Below is the final concept plan for the Tigard Triangle. The concept builds on existing development patterns and improves connectivity within the Triangle and to adjacent areas.



ACTIVITY CENTER

The Tigard Triangle concept shows the center of intensity east of 72nd Avenue, building on the existing pattern of smaller blocks for a walkable, town center feel. This area would have a growing mix of retail, employment and residential activities.

COMMUNITY CHARACTER

The Tigard Triangle Preferred Concept seeks to blend smaller-scale retail, restaurants and housing to complement the current employment center, especially in the northeast part of Tigard Triangle. Increased housing options would also be allowed northwest of OR 99W-Pacific Highway.

GETTING AROUND

This potential station community is defined by some of the most highly traveled roads in the state, which can create major barriers for getting into and out of Tigard Triangle. Freeway crossings are expensive, so it's important that any new crossing meets multiple transportation needs. The concept includes a new multimodal facility crossing OR 217 to connect Tigard Triangle with Downtown Tigard.

Appendix E – HCT Alignments

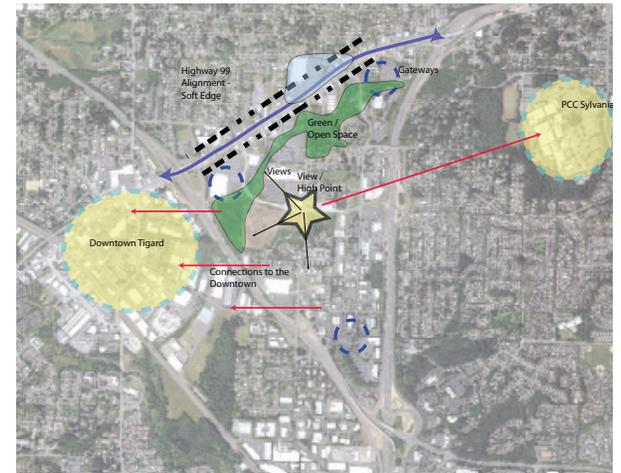
Potential Alignments

Metro’s current HCT planning process represents an opportunity to seriously consider transit-oriented development (TOD) in the Southwest Corridor study area. While specific alignments are not known at this time, it is clear that future alignment decisions for HCT will place significant emphasis on TOD potential, available development capacity, and the ability of communities to deliver the necessary regulatory and infrastructure elements that are supportive of TOD.

There are a number of likely HCT alignment options in the Tigard Triangle area, some of which are highlighted here. The primary corridor-wide options would likely focus on extending HCT along the Barbur Boulevard/ Pacific Highway alignment along the north side of the district, or pulling the alignment further south into the district. It is likely that any of the alignment options in the Tigard Triangle area would want to eventually connect with Downtown Tigard and the WES terminus, both located due west of the Triangle.

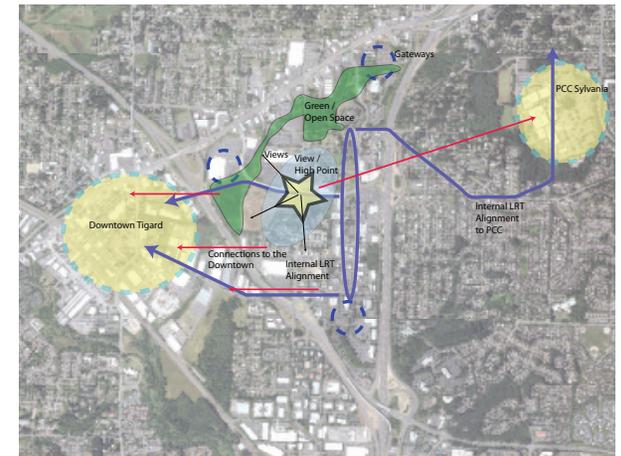
Pacific Highway Alignment

An alignment option that focuses on Pacific Highway would have the potential advantages of utilizing the 99W corridor for right-of-way and following existing bus routes through the area today. However, the potential for this alignment to leverage additional development in the Triangle area is extremely limited, since the majority of properties along this area are already developed with auto-oriented uses that are unlikely to change. In addition, the effectiveness of transit operations could be constrained by traffic congestion along Pacific Highway unless a dedicated transitway was provided.



Tigard Triangle Alignment

In contrast to the Pacific Highway alignment, there are a number of options within the Triangle area. The primary opportunities for these alignments would be to connect to underdeveloped areas, leverage TOD opportunities, and provide alignment and connection options that are removed from congestion along 99W. Alignments may enter the Triangle via Barbur Boulevard to the northeast or potentially Haines Road/PCC Sylvania to the east. Within the district, there is the potential for an employment-related alignment/couplet in the eastern portion of the district, parallel to Interstate 5, or an alignment that is focused east to west along Dartmouth and into Downtown Tigard.



Workshop Meeting**Meeting Date:** 08/21/2012**Length (in minutes):** 30 Minutes**Agenda Title:** Annexation Policy Discussion**Submitted By:** Susan Hartnett, Community Development**Item Type:** Update, Discussion, Direct Staff **Meeting Type:** Council Workshop Mtg.**Information****ISSUE**

Begin discussion of City Council's 2012 goal to re-evaluate the city's annexation policy and develop a philosophy and approach to annexations, including islands.

STAFF RECOMMENDATION / ACTION REQUEST

Review additional information and discuss city annexation policy according to the priorities set at the July 17, 2012 workshop.

KEY FACTS AND INFORMATION SUMMARY

At the July 17, 2012 council workshop council reviewed the Annexation Background Report and prioritized topics for the first policy discussion scheduled for August 21, 2012. Council requested more information on the legal context for island annexation, phasing in of taxes, and the development potential of property within islands. Information on these topics is attached. In addition, the city /county IGA on Coordination in Urbanizing Areas is attached for council review of the language referring to county support for island annexation.

Following review of the background report, the council reviewed several topic areas and set priorities for the discussion on August 21. The order for the discussion was tentatively set as:

- Annexation policy applied to extra-territorial undeveloped areas.
- Annexation of island areas.
- Annexation of extra-territorial urbanized areas.

Potential questions and discussion areas to consider for each topic include:

For the extra- territorial undeveloped areas:

- Are the incentives in the current policy working? Are they relevant to these property owners?
- Are there incentives that could be added?
- Are there things to do as a "city" to invite or entice these property owners to consider annexations?
- How might the philosophy and approach for annexation of these areas affect the timely completion of the River Terrace planning?

For the islands areas:

- Is a separate philosophy and approach for island annexation, as distinguished from extra-territorial annexations, needed?
- If so, what would the key components of that philosophy and approach include?
- Are there special processes or incentives worth exploring?

For the extra-territorial urbanized areas:

- Are the incentives in the current policy working? Are they relevant to these property owners?

- Are there incentives that could be added?
- Are there things to do as a "city" to invite or entice these property owners to consider annexations?
- Are there special issues related to these areas that need to be explored/resolved before setting the philosophy and approach?

Summary of attachments:

Attachment 1 - Legal Context for Island Annexation:

The city attorney has provided a memo in response to two questions posed by council. The question and short answers are provided below.

Question 1: Can a City annex less than all of an island, without meeting statutory consent requirements?

Short Answer: No, in order to annex an island without meeting statutory consent requirements, the City must annex the entirety of the territory that comprises an island.

Question 2: Subsequent to annexing territory, can the City defer imposition of City taxes on such territory?

Short Answer 2: Yes, a city may effectively delay imposition of city taxes by approving an annexation with a delayed effective date.

Attachment 2 - Phasing in of Taxes:

The attached memo and spreadsheet outlines the difference in tax revenues for Areas 63, 64 and Roy Rogers West if the three year phase in of property taxes begins following annexation versus beginning after completion of the River Terrace Community Plan.

Attachment 3 - Development Potential of Property Within Islands:

The Annexation Background Report included Table 3, Unincorporated Island Area Profiles, which provided a basic estimate of development potential for each of the identified islands based on the number of units per gross acre after deducting 20% for right of way. Council requested a refined estimate to better understand the actual development potential of island properties. In addition, council questioned whether differences between county and city density computations could result in differences in development potential. The revised estimate of lot potential in the attached Table 3a shows that development potential in the city is equal to or greater than the county, but is highly dependent on the specifics of the site.

Attachment 4 - City/County IGA (Coordination in Urbanizing Areas and Transfer of County Road Ownership Intergovernmental Agreement):

The IGA approved by council in March of 2012 is included for council review of language referring to island annexation and the county's support for that effort. On page 3, in Article 2: Annexation, #7, the agreement reads "Timeframe for City consideration of annexations. City agrees to begin annexation of unincorporated islands within its boundaries."

OTHER ALTERNATIVES

NA

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

2012 Council Goal

4. Annexations

- Re-evaluate the city's annexation policy.
- Develop a philosophy and approach to consider annexation, including islands.

DATES OF PREVIOUS COUNCIL CONSIDERATION

Tigard's current annexation policy has been reviewed annually beginning in January 17, 2006. This included establishment and subsequent review of incentive measures during the period 2007 through 2012. During the last several years, Council has, on occasion, discussed whether or not the City should make an effort to annex unincorporated islands.

An Annexation Background Report was reviewed on July 17, 2012.

Attachments

Attachment 1 - Memo from City Attorney

Attachment 2 - Memo on Tax Phase-in

Attachment 3 - Memo on Island Development Potential

Attachment 4 - City/County IGA

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LEGAL MEMORANDUM

TO: Susan Hartnett, Gary Pagenstecher

FROM: Damien Hall

DATE: July 7, 2012

RE: **Annexation Policy – Legal Issue re: Island Annexation and Tax Deferral**
File No. 50014-36794

This memorandum provides responses to inquiries from Council having to do with island annexation and property tax rebates for newly annexed territory.

Question 1:

Can a City annex less than all of an island, without meeting statutory consent requirements?

Short Answer:

No, in order to annex an island without meeting statutory consent requirements, the City must annex the entirety of the territory that comprises an island.

Discussion:

ORS 222.750 authorizes island annexation without consent of the owners. An island is created “when territory not within a city is surrounded by the corporate boundaries of the city.” ORS 222.750(3).

This authorization has been interpreted by the Oregon Supreme Court to only apply to the entirety of the territory that is surrounded by city boundaries. *Costco Wholesale Corp. v. City of Beaverton*, 343 Or. 18, 24-25, 161 P.3d 926 (2007). In other words, the area annexed without consent must be completely and contiguously encircled by the boundaries of a city. Therefore, a city must meet statutory consent requirements such as double or triple majority consent prior to annexing part of an island, but may annex the entirety of an island without property owner consent.

Question 2:

Subsequent to annexing territory, can the City defer imposition of City taxes on such territory?

Short Answer 2:

Yes, a city may effectively delay imposition of city taxes by approving an annexation with a delayed effective date.

Discussion 2:

ORS 222.111(3) authorizes cities to establish a rebate on property taxes for newly annexed areas, for no more than ten (10) years immediately after the annexation is effective. Therefore, if a city were to offer even a full rebate, it could only do so for up to 10 years after annexation.

However, cities are also authorized to specify a delayed effective date for annexation. Typically, when a city adopts a resolution to annex certain territory, it begins an administrative process that culminates in a filing with the Secretary of State, at which point the annexation is effective. ORS 222.180(1). However, cities are authorized to delay the effective date beyond filing with the Secretary of State, so long as the effective date is no longer than ten (10) years after the adoption of the annexation. ORS 222.180(2).

Prior to the effective date of the annexation, the territory would remain outside of the city and therefore not be subject to city taxes until the effective date. After the effective date, a city can provide for rebated property taxes for up to ten (10) years.



City of Tigard
M E M O R A N D U M

TO: Tigard City Council

FROM: Cheryl Caines, Associate Planner

RE: River Terrace Tax Revenues

DATE: August 2, 2012

Attached please find a spreadsheet that outlines the difference in tax revenues for Areas 63, 64 and Roy Rogers West if taxes are phased in over three years following annexation versus the three years following the completion of the River Terrace Community Plan. The tables are broken down by area (Area 64 and Area 63/Roy Rogers West). The total estimated uncollected revenue is shown in the gray shaded box on the right side of the spreadsheet. The methodology and assumptions used were discussed with Assistant Finance Director, Debbie Smith-Wagar, and she indicated they are reasonable.

When calculating the numbers, the following assumptions were used:

- 1) Assessed value will increase by the maximum allowed (3%). These increases were applied to all properties, including those in farm deferral.
- 2) 2011-2012 assessed values are \$8,238,500 and \$13,010,490 for areas 64 and 63/RR West respectively. Increases were calculated using these values.
- 3) An annual Tigard tax rate of 2.5131 per \$1,000 of tax assessed value. This is the current tax rate that remains constant throughout the analysis.
- 4) Area 64 was annexed in September 2011. The first year of tax phase-in is 2012-2013; which begins July 1, 2012.
- 5) The annexation of Area 63/RRW will be final in January 2013. The first year of the phase-in will be 2013-2014 under the current resolution.
- 6) Completion of the River Terrace Community Plan (RTCP) will be before June 30, 2014, which means the first year of tax phase-in will be 2014-2015; which begins July 1, 2014.
- 7) Taxes for Area 64 must be collected for tax year 2012-2013 because the date to amend tax information with Washington County was July 15, 2012. The second year phase in will be delayed until after the RTCP.

cc: Marty Wine, City Manager
Susan Hartnett, Interim CD Director
Debbie Smith-Wagar, Asst. Finance Director

River Terrace Potential Uncollected Tax Revenue

Area 64	July 2012 - June 2013	July 2013 - June 2014	July 2014 - June 2015	July 2015 - June 2016	July 2016 - July 2017	July 2017 - June 2018
Assessed Value	8,485,655	8,740,225	9,002,431	9,272,504	9,550,679	9,837,200
Tax	21,325	21,965	22,624	23,303	24,002	24,722
Current Phase-in	7,037	14,643	22,624	23,303	24,002	24,722
Phase-in After RTCP	7,037	0	15,082	23,303	24,002	24,722
Difference	0	14,643	7,542	0	0	0
Area 63 & RR West	July 2012 - June 2013	July 2013 - June 2014	July 2014 - June 2015	July 2015 - June 2016	July 2016 - July 2017	July 2017 - June 2018
Assessed Value	13,400,805	13,802,829	14,216,914	14,643,421	15,082,724	15,535,206
Tax	33,678	34,688	35,729	36,800	37,904	39,042
Current Phase-in	0	11,447	23,819	36,800	37,904	39,042
Phase-in After RTCP	0	0	11,790	12,144	25,269	39,042
Difference	0	11,447	23,819	24,656	12,635	0
Total Difference	0	26,090	31,361	24,656	12,635	0
				Uncollected Revenue \$		94,742.00

Phase-in years are shown in blue.



City of Tigard Memorandum

To: Mayor Dirksen and Members of the City Council
From: Gary Pagenstecher, Associate Planner
Re: Development Potential for Islands
Date: August 7, 2012

Introduction

At the July 17, 2012 council workshop on annexation policy, council reviewed the Annexation Background Report and prioritized topics for the first policy discussion scheduled for August 21, 2012. Council also requested more information on the legal context for island annexation, phasing in of taxes, and the development potential of property within islands. This memo provides an analysis of the development potential of property within Tigard's islands of unincorporated territory.

Development Potential for Islands of Unincorporated Territory

The Annexation Background Report included Table 3, Unincorporated Island Area Profiles, which provided a basic estimate of development potential for each of the identified islands based on the number of units per gross acre after deducting 20% for right of way dedication. Council requested a refined estimate to better understand the actual development potential of island properties. In addition, council questioned whether differences between county and city density computations could result in differences in development potential.

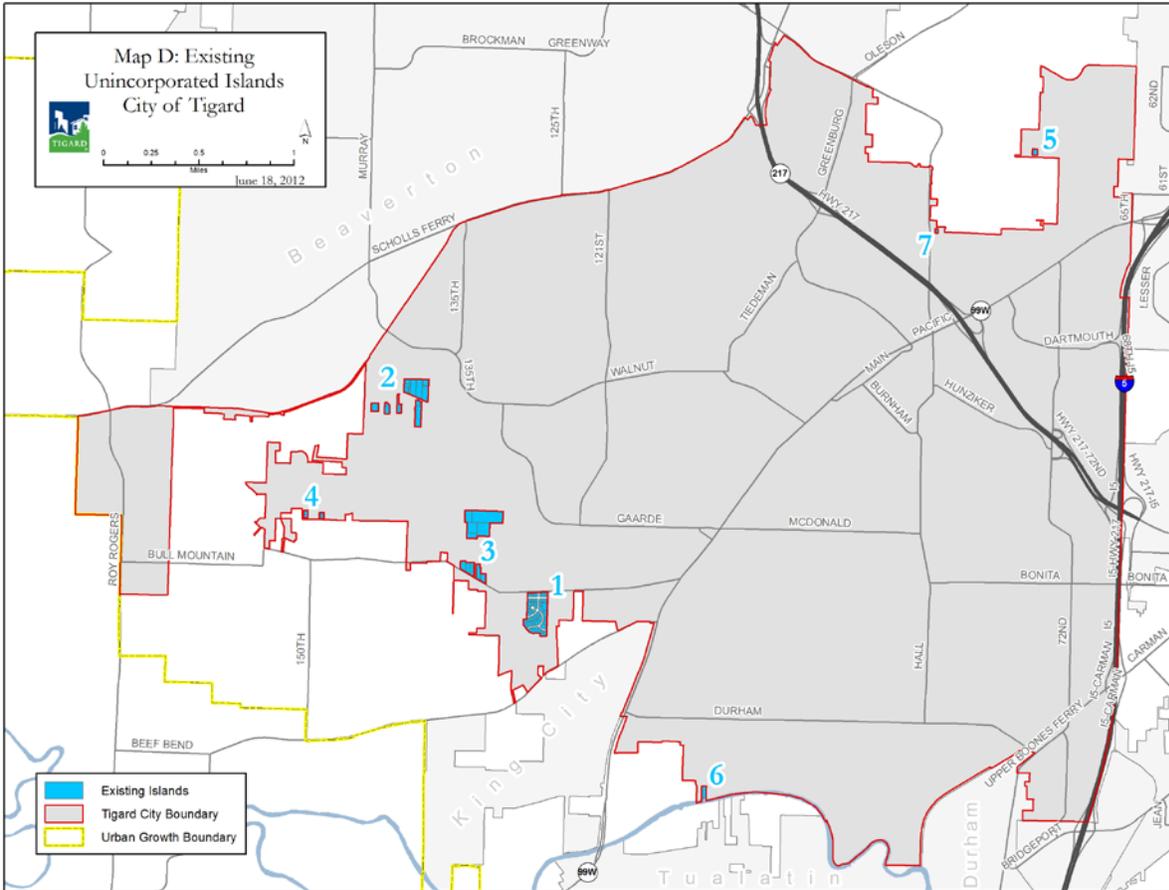
To refine the estimated number of units per island area, staff deducted sensitive lands from gross acres using the city's GIS and 20% of the remainder for public right of way to establish the net development area per the computations section of the Tigard Development Code. The city's density computation methodology then divides the net development area by the minimum lot size for the zone to determine the density. For example, for a one acre net in the R-7 zone, $43,560 \text{ sf} / 5,000 \text{ sf/lot} = 8.71$ or 8 lots (code does not allow rounding up).

The county determines net development area similarly but can be highly variable depending on site circumstance. The county then simply multiplies the net development area by the lots per acre for the zone to determine density. For example, for a one acre net in the R-6 zone (the equivalent zone to the city's R-7 zone), $1 \text{ acre} \times 6 \text{ lots/acre} = 6 \text{ lots}$ (rounding up is

allowed where a density calculation results in a fraction greater than .5). All things being equal, the county zone is a less dense zone and provides fewer lots per development area.

A comparison of the two methodologies with respect to the island areas indicates that development potential can be similar for properties encumbered by sensitive lands. On the one hand, in the city, slopes of 25% or greater are deducted and in the county slopes of 20% or greater are deducted, resulting in a larger net development area in the county. On the other hand, in the city, density transfers for sensitive lands portions of the development site are allowed up to 125% of the density allowed in the zone; in the county up to 200% density transfer is allowed, increasing the density in the county. In the Fern Street islands area where steep slopes and other sensitive lands are common, these two elements work to narrow the difference in development potential (see Note [2], Table 3a, below).

Given the differences in methodology and circumstances of the islands, it is difficult to estimate lot potential with any certainty without a specific development plan. Furthermore, the lower density of the county's R-6 zone is made up for by the greater density bonus allowed by the county when significant natural resources are present. Rounding up, allowed by the county methodology, reduces the density difference when the development site is small. The zone conversions in Table 18.320.1 accounted for the largest difference in development potential. The estimate of lot potential shown in Table 3a below shows that development potential in the city is equal to or greater than in the county and is highly dependent on the specifics of the site.



**Table 3a
Unincorporated Island Area Profiles**

Map #	Island Area	# Isles	# Acres	# Lots	WC/City Zone	Lot Potential [1] WC/City
1	Arlington Heights	1	15.34	54	R-6/R-7	Developed
2	Fern Street	5	13.61	12	R-6/R-7	70/76 [2]
3	Bull Mountain North	3	10.87	8	R-6/R-7	51/74
4	Sunrise Lane	2	1.06	2	R-6/R-7	6/8
5	7505 Landau Street	1	.59	1	R-5/R-4.5	3/3
6	16720 108 th Drive	1	.98	1	R-5/R-4.5	2/2
7	8540 Spruce Street	1	.33	1	R-15/R-25	3/6 [3]

[1] Estimated Lot Potential for city: (# gross acres – sensitive lands – 20% streets = net development area / minimum lot size for zone = # lots).

Estimated lot potential for county: (# gross acres – sensitive lands – 20% streets = net development acres x lots/acre = # lots).

[2] Residential Density Transfer for sensitive lands portion of a site is 125% in city vs. 200% in the county, increasing density in the county despite the lower density county zone.

[3] Difference results from conversion Table 18.320.1: R-15 county to R-25 city.

INTERGOVERNMENTAL AGREEMENT
Coordination in Urbanizing Areas
and
Transfer of County Road Ownership

BETWEEN: City of Tigard, an Oregon Municipal Corporation (“City”)

AND: Washington County, a Political Subdivision of the State of Oregon (“County”)

DATED: APRIL 24, 2012

RECITALS

A. In 2002, Metro brought the West Bull Mountain Area, consisting of approximately 500 acres of land, within the Urban Growth Boundary (“UGB”).

B. In 2003, City, County, Clean Water Services, and other providers of urban services, entered into an agreement called the Tigard Urban Service Agreement (“TUSA”) that designated City as appropriate provider of services in the Tigard urban service area, except for those services that are to be provided by other agencies as further set forth in the TUSA.

C. On November 23, 2010, County adopted the West Bull Mountain Concept Plan Resolution and Order that established general land use strategies for how the West Bull Mountain Area should become a future urban community. Two areas of the West Bull Mountain Concept Plan are known as Area 63 and Area 64/River Terrace. Metro brought these areas inside the UGB in 2002. A third component of the West Bull Mountain Concept Plan is known as the “Rural Element,” which was not brought inside the UGB in 2002. These premises are illustrated on the map attached to this IGA as **Exhibit A**.

D. On September 30, 2011, the City annexed Area 64/River Terrace. The area annexed to the City of Tigard is illustrated on the map attached to this IGA as **Exhibit B**.

E. On October 20, 2011, Metro brought approximately 49 acres within the UGB, which will be referred to for the purposes of this Agreement as the Roy Rogers West Area. The Roy Rogers West Area is a portion of the Rural Element.

F. The City has also been formally approached by property owners in Area 63 and Roy Rogers West who are interested in annexing to Tigard.

G. Area 63, Area 64/River Terrace, and Roy Rogers West are currently within the UGB. These premises are illustrated on the map attached to this IGA as **Exhibit C**, and shall be referred to collectively as the Community Planning Area.

H. The City will refine the County’s West Bull Mountain Concept Plan and provide a detailed land use, public infrastructure, governance, and financial planning framework for urban development of the concept planned area. The refinement shall be referred to as the Community Plan.

I. City is the expected urban service provider to territory of the West Bull Mountain Area already within the UGB, Roy Rogers West, and the balance of the Rural Element that remains outside of the UGB. It is important to City and County that:

- 1) planning be completed to implement Metro’s decision that River Terrace, Area 63, and Roy Rogers West, become functioning urban areas within the UGB; and
- 2) City and Council cooperate to support future annexation to the City of Area 63 and Roy Rogers West;
- 3) City and County further cooperate with Metro to bring the balance of the Rural Element inside the UGB; and
- 4) Roy Rogers West, Area 63, and River Terrace are included in the Community Plan for land use in the area.

J. City and County find it mutually beneficial to continue finding agreement on rights and obligations in the Tigard Urban Service Area.

K. City and County believe this IGA furthers effective governance, economy of scale, and furthers the policies of Metro Functional Plan Title 11, in that:

- 1) A single jurisdiction—the City of Tigard—will bear responsibility for creating a Community Plan for Area 63, River Terrace, and Roy Rogers West; and
- 2) One effort to produce a Community Plan governing the Community Planning Area may create more clear policy direction for the public; may prevent unnecessarily repetitive land use planning; and may promote quantity discounts for concurrently planning for streets and utility facilities in all three areas involved.

L. City and County find that there needs to be a funding mechanism for construction of roadways and transportation in the Community Planning Area, and both parties find it to be mutually beneficial to work together to develop a financing strategy for the development of a multi-modal transportation system in the Community Planning Area.

M. City and County agree that City ownership of roads within the City furthers effective maintenance, repair, and management of the City and County transportation systems, and provides increased efficiencies for provision of urban services within the City and County.

N. City and County agree that City ownership of roads within the City provides long term clarity and certainty as to the respective obligations of the two governments for street maintenance and repair.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

Article 1: Land use planning and development

1. Delegation of planning and development authority.

- 1.1 The County agrees to assign and City agrees to accept responsibility to prepare a Community Plan to encompass the Community Planning Area. Such assignment shall occur by execution of separate assignment agreement attached hereto as **Exhibit D**. Upon such assignment, Tigard will be obligated to prepare the Community Plan for River Terrace as a component of the Tigard Comprehensive Plan.
- 1.2 City intends to concurrently plan for the Community Planning Area irrespective of whether Area 63 and Roy Rogers West are annexed by the City and despite the balance of the Rural Element not being included within the UGB in 2011.
- 1.3. Administration of County land use plan and zoning code. County will administer the County land use plan and regulations, with the exception of applications for zone or comprehensive plan changes, in River Terrace and any other territory within the Community Planning Area that may be annexed to City, until the effective date of the ordinance passed by City Council adopting the Community Plan and supporting zoning code for the Community Planning Area.
- 1.4. Development authority. County agrees that, prior to the effective date of all ordinances passed by City Council to adopt the Community Plan and supporting zoning code for the Community Planning Area, it will refer to City any development applications, and will not approve any urban-level development in this territory. The City shall have sole authority to decide applications for zone or comprehensive plan changes as described in section 1.3 above.

2. Binding effect of Community Plan. The parties intend for the Community Plan to be submitted to Metro for that agency's review under Title 11. The County agrees to accept the Plan and not pursue inconsistent regulations once it is submitted to Metro for this purpose.

3. Financial support for creating the Community Plan. County agrees it will fund a share of the land use planning cost required to produce the Community Plan, in cash equivalent or staff resources and in-kind services such as special analysis and transportation modeling as required by the City in support of the project and mutually agreed upon by City and County. All County resources made available to the City under this Section will continue until the date City Council approves the Community Plan.

4. Continued support for MSTIP work. Through the MSTIP process, County will work with City to identify projects that the City can submit to the Washington County Coordinating Committee to implement the Community Plan and mitigate its impacts on the roadway system.

Article 2: Annexation

5. Area 63 and Roy Rogers West annexation. County supports and consents to City annexation of Area 63 and Roy Rogers West as shown on **Exhibit C** including lands and rights-of-way under County control or ownership.

6. UGB amendments. County and City support future action by Metro to bring the entirety of the Rural Element within the UGB.

7. Timeframe for City consideration of annexations. City agrees to begin annexation of unincorporated islands within its boundaries.

Article 3: Services

8. **TUSA updates.** County agrees to convene government representatives for the purpose of amending the TUSA to recognize City as the logical provider of urban services to Area 63, River Terrace, and the Rural Element.

9. **Providers of urban services.** The parties continue to acknowledge their agreement that agencies providing services to the Tigard urban services area consist of those agencies listed in Sections A through G of the TUSA. The parties further agree that County will not create any new special service areas or enhanced service districts within the boundaries of Tigard's urban service area.

10. Prior to urban development of the Community Planning Area, and as part of the plan development, the City will work with the County to develop a financing strategy that assures an adequate level of arterial and collector roads over a 30 year time frame. Development and implementation of this strategy may require the establishment of new or supplemental funding components.

Article 4: Roadways

11. The City agrees to assume the entirety of the County's ownership interest in the portions of the following roads that are within Tigard's jurisdictional boundaries as soon as the parties adopt this Agreement, described as follows and attached hereto as **Exhibit E**.

11.1 The southeastern half of Barrows Road from Scholls Ferry to Springbrook (*item D on map*).

11.2 113th Avenue from Durham Road to the current city limits (*item E on map*).

11.3 Bull Mountain Road from Highway 99W to east of 14025 SW Bull Mountain Road (*item C on map*).

11.4 Friendly Lane from Roy Rogers Road east to its terminus (*item A on map*).

11.5 Roshak Road from Roy Rogers Road east to its terminus (*item B on map*).

12. The City's obligation to take ownership of the above listed roads is contingent on receipt of payment in cash from the County in an amount equal to or greater than the estimated total cost to the City to improve all portions of each of the above mentioned roads that are below Pavement Condition Index ("PCI") 67, to PCI 67.

Article 5: Administration of this Agreement

13. **Term.** This agreement shall become effective upon full execution of the parties and remain in effect until it is retired or superseded.

14. **Amendment.** This Agreement may be changed by written agreement of the parties.

15. **Dispute resolution.** Disputes over the administration or interpretation of this agreement shall be handled under the dispute resolution model provided in Article IX of the Tigard Urban Service Agreement.

CITY OF TIGARD, an Oregon Municipal Corporation

WASHINGTON COUNTY, a Political Subdivision of the State of Oregon

By: *Martha L. Wine*

By: *Andy Duyck*

Name: Martha L. Wine

Name: Andy Duyck

Its: City Manager

Its: Chairman Board of Commissioners

Signature

Signature

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 12-99

DATE 4-24-12

BY *Barbara Hejmanek*
BOARD

River Terrace Vicinity

-  River Terrace
-  Urban Growth Boundary
-  City of Tigard

**River Terrace
(UGB Area 64)**

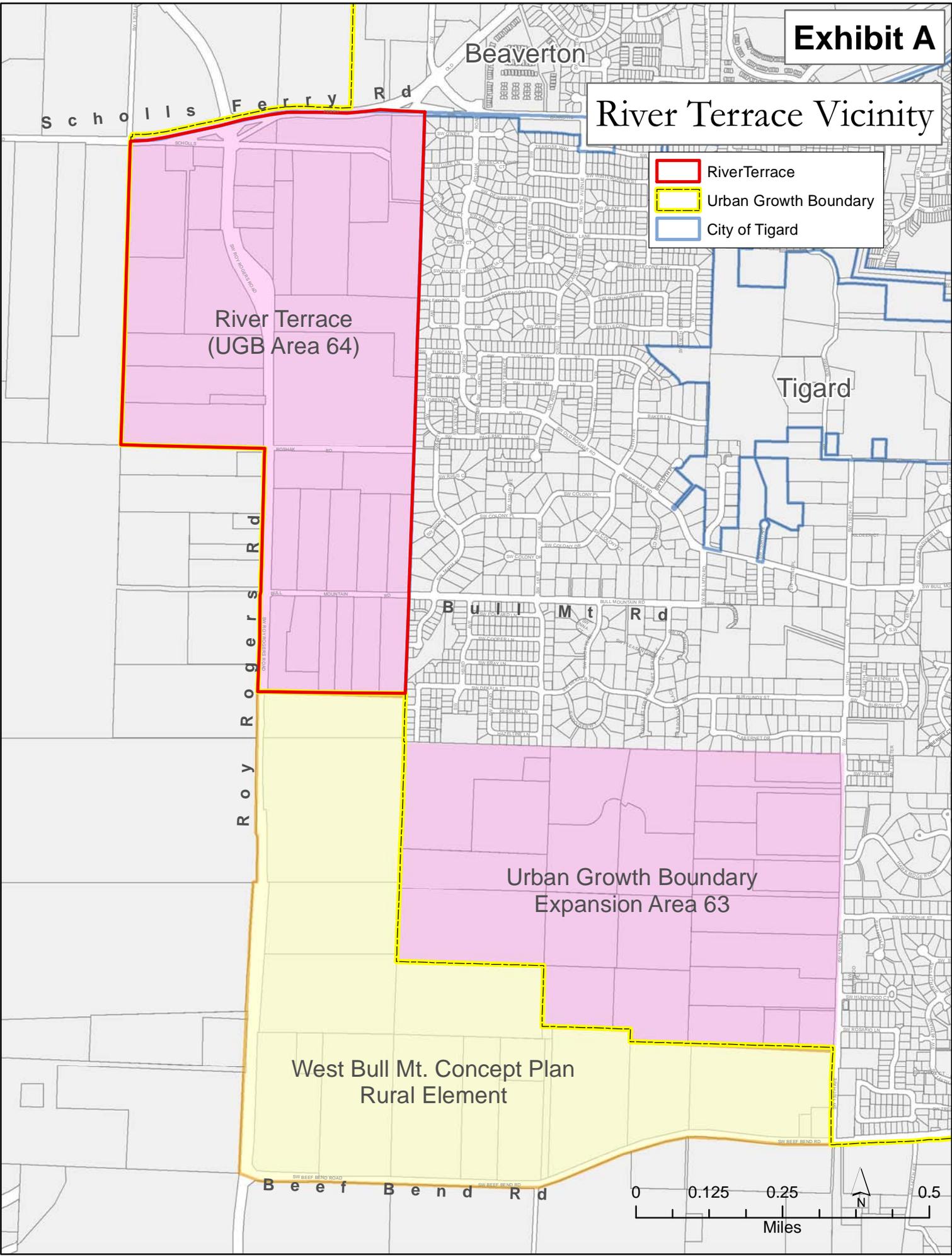
Bull Mt Rd

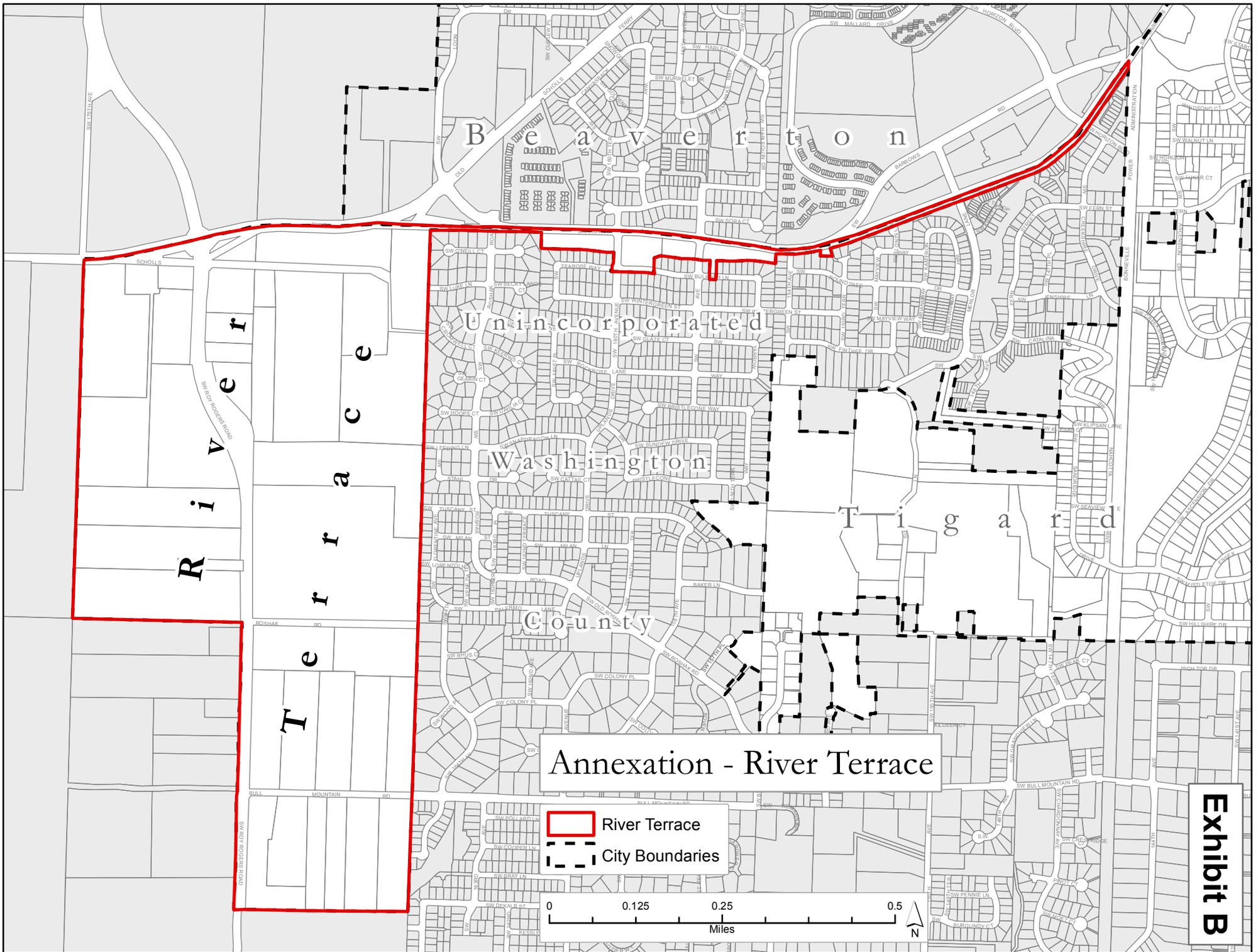
Roy Rogers Rd

**Urban Growth Boundary
Expansion Area 63**

**West Bull Mt. Concept Plan
Rural Element**

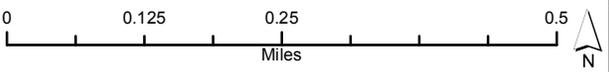
Beef Bend Rd





Annexation - River Terrace

-  River Terrace
-  City Boundaries



Beaverton

Community Planning Area

S c h o l l s F e r r y R d

River Terrace
(UGB Area 64)

Tigard

R o y R o g e r s R d

Roy Rogers West

B u l l M t R d

Urban Growth Boundary
Expansion Area 63

Roy Rogers West

West Bull Mt.
Concept Plan
Rural Element

B e e f B e n d R d



ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES
UNDER CONSTRUCTION EXCISE TAX GRANT
INTERGOVERNMENTAL AGREEMENT

From: Washington County, Oregon
To: City of Tigard, Oregon

WHEREAS, Metro and Washington County (County) have entered into an IGA entitled, *Construction Excise Tax Grant Intergovernmental Agreement* (Agreement), and County and the City of Tigard wish to enter into this Assignment of Rights and Delegations (Assignment) under the Agreement; and

WHEREAS, under the Agreement, Metro grants excise tax funds to Washington County to reimburse the County for the cost of local comprehensive land use planning efforts required for territory that is brought into the Urban Growth Boundary (UGB); and

WHEREAS, Exhibit A to the Agreement grants excise tax funds to Washington County to reimburse the County for land use planning costs incurred in the West Bull Mountain area, which is a territory of approximately 500 acres that Metro brought into the UGB in 2002 with the support of Metro, City of Tigard (City), and Washington County; and

WHEREAS, In 2003, City, County, Clean Water Services, and other providers of urban services, entered into an agreement called the Tigard Urban Service Agreement (“TUSA”) that designated City as appropriate provider of services in the Tigard urban service area, except for those services that are to be provided by other agencies as further set forth in the TUSA; and

WHEREAS, On November 23, 2010, County adopted the West Bull Mountain Concept Plan Resolution and Order (Concept Plan) that established general land use strategies for how the West Bull Mountain Area should become a future urban community. Two areas of the West Bull Mountain Concept Plan are known as Area 63 and Area 64/River Terrace, which were already inside the UGB. A third component of the West Bull Mountain Concept Plan is known as the “Rural Element,” which is not at present inside the UGB except for a subarea of about 50 acres referred to herein as Roy Rogers West, which Metro brought into the UGB on October 11, 2011. These premises are illustrated on the map attached to this Assignment as Exhibit A; and

WHEREAS, There is a need to refine the Concept Plan to provide detailed land use, public infrastructure, governance, and financial planning policies to guide urban development of the concept planned area; and

WHEREAS, For purposes of the Agreement and this Assignment, the refinement of the Concept Plan will be known as the Community Plan. City and County (collectively “Parties”) intend to ask Metro to approve the Community Plan and coordinate approval with the Department of Land Conservation and Development as consistent with the Statewide Planning Goals in the affected territory; and

WHEREAS, under the Agreement, Washington County currently must create the Community Plan for the West Bull Mountain area; and

WHEREAS, a formal assignment is necessary for City to satisfy County's planning tasks under the Agreement;

NOW, THEREFORE, the Parties agree to the following:

1. Assignment from County to City: County assigns to City, and City accepts, the task to study and adapt the Concept Plan to become a Community Plan for River Terrace, Area 63, Roy Rogers West, and the balance of the Rural Element that satisfies County's obligation to supply a deliverable Plan under Exhibit A of the Agreement. This assignment is subject to the following conditions subsequent:

- a. County will provide staff resources and services in support of the project as follows:
 - i. Collaborate with City staff to refine the West Bull Mountain Concept Plan into the river Terrace Community Plan. This will involve providing review and comment of refined land use designations, natural resource areas and implementing code standards. It is anticipated the County's involvement in the land use/natural resource refinement phase shall not involve more than 150 staff hours.
 - ii. Collaborate with City staff to refine the West Bull Mountain Transportation Plan. The transportation element will be limited to 200 hours of County staff time to 1) test the performance of the proposed local street system; 2) propose solutions to any deficiencies in the local street system; 3) identify proportional impacts of River Terrace development on the arterial and collector road system particularly in Tigard and on Highway 99W; 4) work with the City to propose funding mechanisms to address these impacts.
 - iii. Participate on a City Technical Advisory Committee to assist in development of the Community Plan.
 - iv. Provide information to the City pertaining to its citizen engagement effort for the west Bull Mountain Community Plan to assist citizen information and involvement for the Community Plan.
- b. Metro agrees to pay City under this Assignment document; and
- c. County will grant City access to studies, correspondence, professional reports, exhibits, and all other documents that comprise the file of materials developed in connection with County's creation of the Concept Plan.

2. Assignment of right to grant money: County assigns to City, and City accepts, the right to claim the remaining grant money under the Agreement, which sum is estimated at approximately \$134,000. Metro has acknowledged that the County will assign its rights to this grant money to the City pursuant to this agreement as demonstrated in Attachment "A".

3. Effect of County nonperformance: County's failure to supply the document access and in-kind services described in Section 1 does not:

- a. Invalidate City's right to submit Deliverables to Metro and claim the remaining grant money; or
 - b. Create in City a right to claim money damages against County on any legal or equitable theory.
4. Administration of this Assignment document:
- a. This Assignment becomes effective upon execution by both parties and remains in effect until it is cancelled by mutual agreement of the Parties, or the grant money has been fully claimed and received by City.
 - b. This Agreement may be amended by the Parties' written agreement.
5. This Agreement may be terminated, with cause at any time if the City fails to perform any of the other provisions of this Agreement as determined by Metro, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within sixty (60) days or other such period as the County may authorize.
6. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
7. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
8. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
9. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
10. Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.

Exhibit D

- 11. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

- 12. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

CITY OF TIGARD, an Oregon Municipal Corporation

WASHINGTON COUNTY, a Political Subdivision of the State of Oregon

By: _____

By: _____

Name: _____

Name: _____

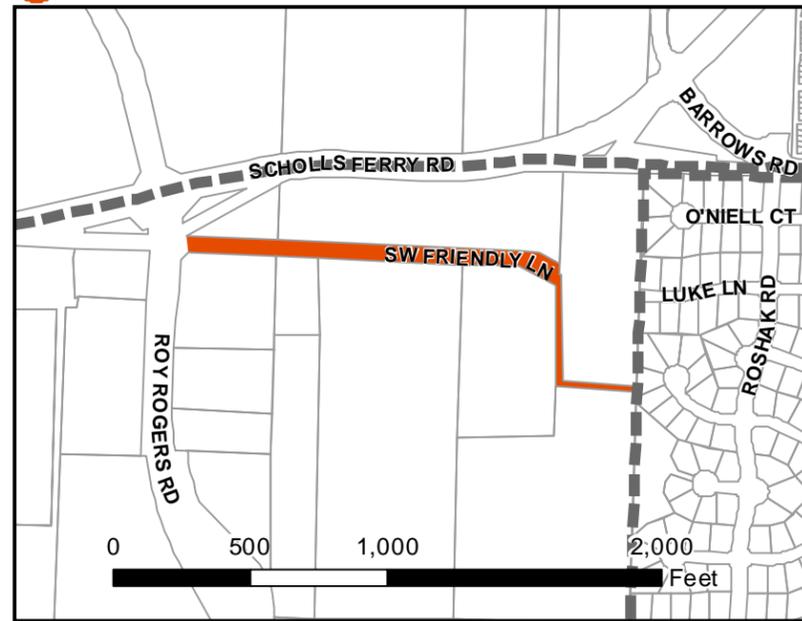
Its: _____

Its: _____

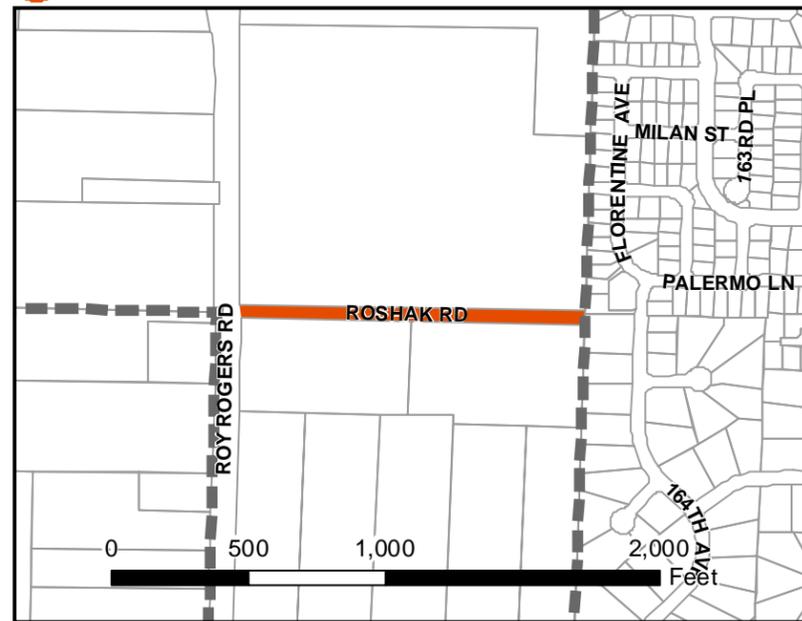
Signature

Signature

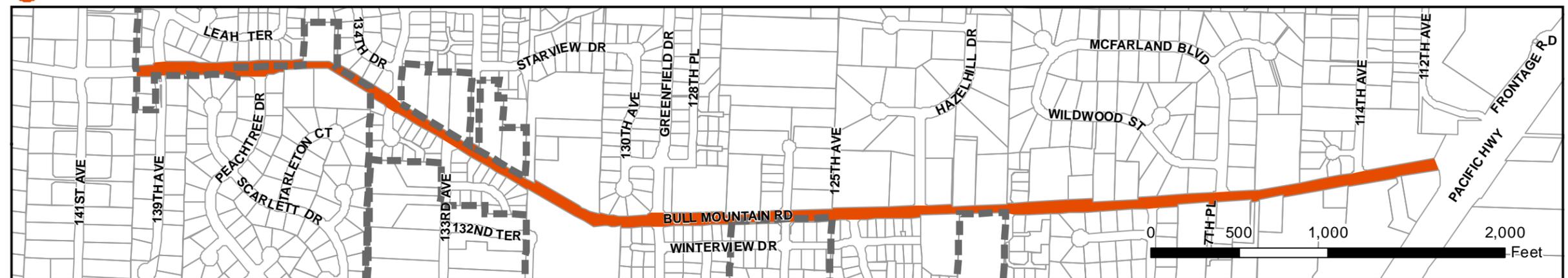
A Friendly Lane



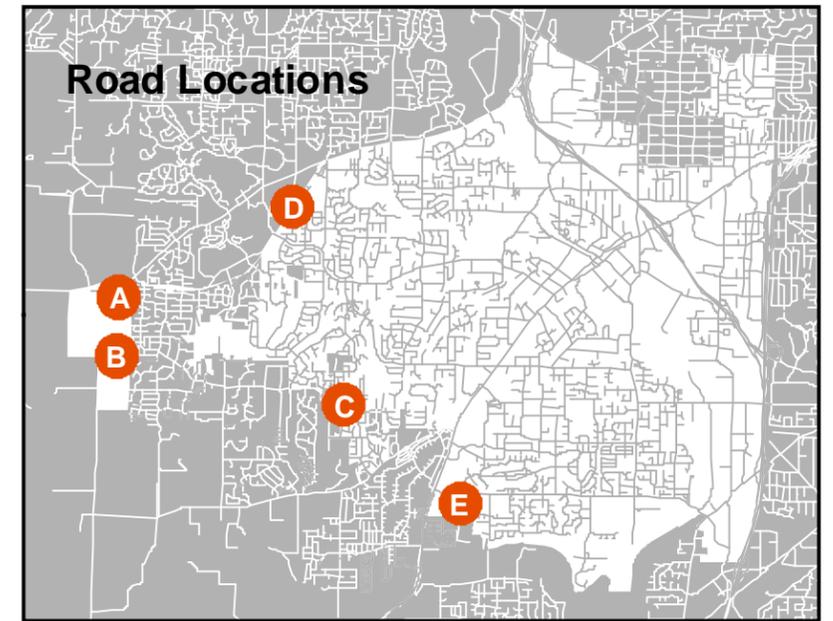
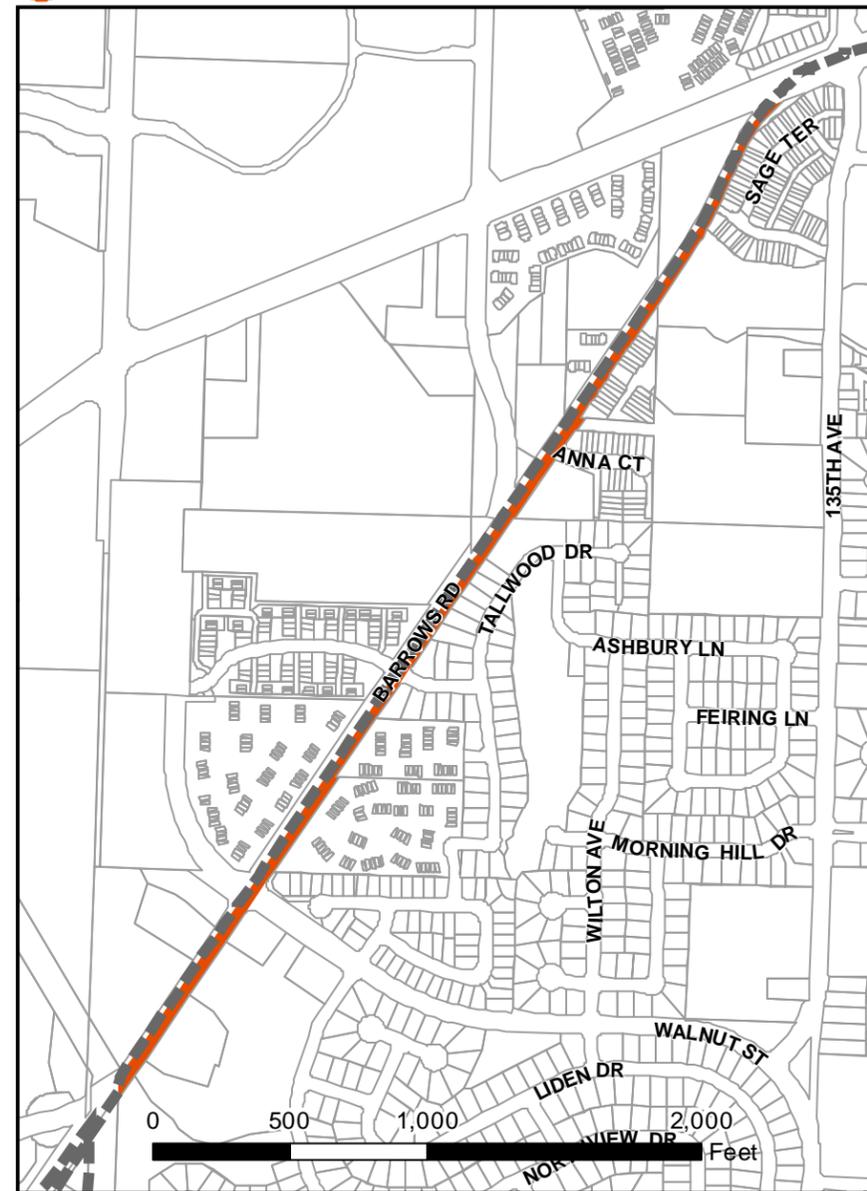
B Roshak Road



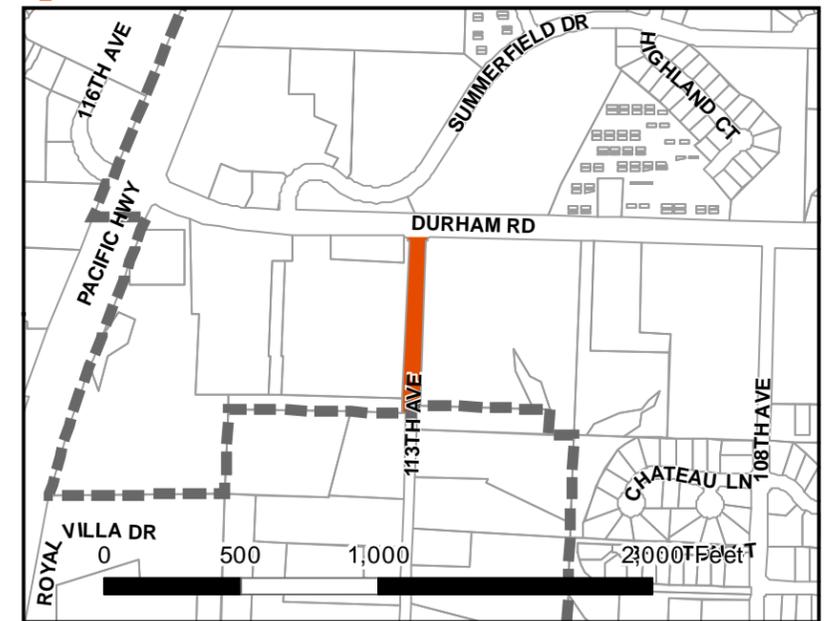
C Bull Mountain Road



D Barrows Road (Eastern Half)



E 113th Avenue



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Attachment A
referred to in
Exhibit D

CONSTRUCTION EXCISE TAX GRANT INTERGOVERNMENTAL AGREEMENT Metro – Washington County West Bull Mountain Project

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, OR, 97232-2736 (“Metro”), and Washington County (“County”), located at 155 N. First Ave., Hillsboro, OR 97124, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”) which imposes an excise tax throughout the Metro regional jurisdiction to fund local comprehensive planning needs associated with new inclusions into the urban growth boundary (“UGB”) between 2002 and 2005;

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

WHEREAS, in creating the purpose and amount of the CET, Metro worked with local jurisdictions, and received their estimates as to the total dollar amounts needed by the local jurisdictions to fund their local comprehensive planning needs associated with new inclusions into the UGB between 2002 and 2005;

WHEREAS, the CET will expire when the total amount of CET collected by all jurisdictions and remitted to Metro is \$6.3 million dollars, which is estimated to take approximately three years; and

WHEREAS, Metro will distribute 100% of the CET expected to be remitted to Metro as grants to local jurisdictions, based on CET Grant Requests submitted by local jurisdictions that set forth their expected completion of certain milestones associated with Title 11 of Metro Code Chapter 3.07, the Urban Growth Management Functional Plan; and

WHEREAS, as part of the CET process Metro has met with all of the applicable local jurisdictions regarding their local comprehensive planning funding needs associated with new inclusions into the urban growth boundary between 2002 and 2005, and the total estimates recently provided by the local jurisdictions greatly exceed the total estimates upon which the CET was based; and

WHEREAS, the CET Administrative Rules set forth certain eligible expenses for CET Grant consideration, and the rules also provide that if the total Grant Requests from participating local governments exceed the total CET expected revenues, Metro shall first consider awarding funds for eligible direct costs, which will have priority for funding over indirect costs; and

WHEREAS, County has submitted a CET Grant Request to Metro, and the parties wish to set forth the funding amounts, timing, and procedures for receiving reimbursement from the CET fund for County’s planning expenditures.

NOW THEREFORE, the Parties hereto agree as follows:

1. Reimbursement by Metro. Metro shall reimburse County for approved eligible expenses, associated with County’s completion of those planning milestones, in the amounts and at the times, as set forth in Exhibit A attached hereto and incorporated herein. Payments shall be in accordance with the “payment

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procedures” set forth below.

2. County Responsibilities. County agrees that it shall take all actions in a timely and diligent manner that are required or necessary to complete and fulfill the milestones set forth in Exhibit A. County also covenants and agrees that it shall use the CET funds it receives under this Agreement only for the work approved to reach the milestones set forth in Exhibit A.

3. Eligible Expenses. As set forth in Metro Code Chapter 7.04 Administrative Rules, the following expenses shall be considered Eligible Expenses for CET Grant consideration, up to a ceiling of the reimbursable amounts set forth in Exhibit A attached hereto: (a) materials directly related to project; (b) consultants’ work on project; (c) County staff support directly related to project; and (d) overhead directly attributable to project.

4. Payment Procedures. Within 30 days after the completion of each milestone as set forth in Exhibit A, County shall submit to Metro a statement describing in reasonable detail the eligible and reimbursable work services performed pursuant to this Agreement. County will furnish Metro with any other statements or reports of expenditures as may be needed to satisfy fiscal requirements. Metro shall reimburse County for the eligible and approved reimbursable work after each milestone is reached, no later than 60 days after the date Metro receives County’s statement. County shall send the statement, and Metro shall send CET payments, to:

Metro
Attention: Ray Valone
600 NE Grand Ave.
Portland OR 997205
(503) 797-1808

Washington County DLUT
Attention: Judy Lynn
Public Services Building, Suite 350, MS 16
155 N. First Ave.
Hillsboro, OR 97124
(503) 846-3718

5. Project Records. County shall maintain all records and documentation relating to the work and tasks involved in the project as set forth in Exhibit A. County shall provide Metro with such reasonable information and documentation as Metro requires for implementation of the CET grant process. County shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they reasonably deem necessary, all County records with respect to all matters covered by this Agreement and Exhibit A, excepting privileged and other such documents that County may claim to be exempt from disclosure under ORS chapter 192. Nothing herein limits Metro’s right to challenge the withholding of any documents as permitted by law. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by County and all of its contractors for three years from the later of the date of completion of the project, or expiration of the Agreement, to facilitate any audits or inspection.

7. Funding From CET Funds. Metro’s funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds. The parties recognize and agree that if the CET is ever held to be unenforceable or is terminated through no act or omission of Metro, that Metro shall not be liable in any way for funding the amounts described in Exhibit A.

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8. Term. This Agreement shall be effective on the date it is executed by both parties and shall terminate when the Total Reimbursable Amount set forth in Exhibit A, representing Metro's multi-year commitment of CET funds provided herein, is fulfilled and expended. In the case that County receives a surplus of CET funds beyond that which is required to fund those items set forth in Exhibit A, County shall return to Metro any surplus CET funds remaining on completion.

9. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

10. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and County.

Metro

Washington County

By: Michael Jordan

By: _____

Title: Metro Chief Operating Officer

Title: _____

Date: _____

Date: _____

State of Oregon)
)
 ss.
County of _____)

On this _____ day of _____, 2007, before me _____, the undersigned Notary Public, personally appeared Michael Jordan, as Chief Operating Officer of Metro, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

My commission expires: _____

State of Oregon)
)
 ss.
County of _____)

On this _____ day of _____, 2007, before me _____, the undersigned Notary Public, personally appeared _____ as _____ of _____ jurisdiction, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she or they) executed it.

My commission expires: _____

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Exhibit A

CET Grant IGA Between Metro and Washington County West Bull Mountain Project Milestones, Due Dates, and Reimbursement Rates

Total Requested by County for New Urban Growth Area West Bull Mountain Project: \$670,500
Total Reimbursable Amount:* \$670,500**

<u>Milestone #:</u>	<u>Deliverable</u>	<u>Date Due***</u>	<u>Grant Payment</u>
1.	Execution of CET Grant IGA	x date	\$134,100
2.	Mid-point in Concept Plan development, demonstrating progress toward completion	x date + 210 days	\$134,100
3.	County's Preferred Concept Plan Alternative or Urban Growth Diagram, showing at least those elements set forth in Title 11	x date + 390 days	\$134,100
4.	County's recommended Comprehensive Plan or Comp. Plan amendment, addressing Title 11; the applicable conditions of addition in Metro ordinance for the new urban area; and applicable state laws and regulations	x date + 540 days	\$134,100
5.	County's adoption of Comprehensive Plan or Comp. Plan amendment, addressing Title 11; the applicable conditions of addition in Metro ordinance for the new urban area; and applicable state laws and regulations	x date + 660 days	\$134,100
TOTAL REIMBURSABLE AMOUNT*			\$670,500**

*The Total Reimbursable Amount is a maximum amount that will be reimbursed for Eligible Expenses as set forth in the CET Grant IGA and Metro Code Chapter 7.04 Administrative Rules.

** The CET will fund the project for the full \$670,500 for all eligible expenses. Grant funding is subject to reduction attributed to a reduction in milestone expectations, alternate grants awarded to this project or completion or reduction requests by County.

*** Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If County anticipates that a due date will not be met, it shall inform Metro in writing no later than ten (10) days prior to the due date, and shall provide a revised estimated due date, and Metro and County will mutually revise the milestone due dates set forth in this Agreement.

Exhibit A referenced in Exhibit D

Beaverton

Community Planning Area

S c h o l l s F e r r y R d

River Terrace
(UGB Area 64)

R o y R o g e r s R d

Roy Rogers West

B u l l M t R d

Urban Growth Boundary
Expansion Area 63

West Bull Mt.
Concept Plan
Rural Element

Tigard

B e e f B e n d R d



AIS-1000

7.

Workshop Meeting

Meeting Date: 08/21/2012

Length (in minutes): Consent Item

Agenda Title: APPROVE CITY CENTER DEVELOPMENT AGENCY MINUTES

Submitted By: Carol Krager, City Management

Item Type: Motion Requested

Meeting Type: City Center Development Agency

Information

ISSUE

Approve City Center Development Agency Minutes

STAFF RECOMMENDATION / ACTION REQUEST

Approve City Center Development Agency Minutes

KEY FACTS AND INFORMATION SUMMARY

n/a

OTHER ALTERNATIVES

n/a

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

n/a

DATES OF PREVIOUS COUNCIL CONSIDERATION

n/a

Attachments

July 3, 2012 CCDA Minutes



City of Tigard
 City Center Development Agency
 Meeting Minutes – July 3, 2012

1. CITY CENTER DEVELOPMENT AGENCY BOARD MEETING

- A. Chair Dirksen called the meeting of the Tigard City Center Development Agency to order at 6:30 p.m.
- B. Deputy City Recorder Krager called the roll.

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Director Buehner	✓	
Chair Dirksen	✓	
Director Henderson	✓	
Director Wilson	✓	
Director Woodard		✓

City Center Advisory Commission (CACC) Member present: Commissioner Craghead

Staff Present: Executive Director Wine, Assistant City Manager Newton, Redevelopment Project Manager Farrelly, City Attorney Bennett and Deputy City Recorder Krager.

- C. Call to City Center Development Agency and Staff for Non-Agenda Items: None

EXECUTIVE SESSION:

At 6:32 p.m. Chair Dirksen announced an Executive Session to conduct deliberations with persons designated by the governing body to negotiate real property transactions, under ORS 192.660(2) (e). The Executive Session ended at 6:58 p.m.

**TIGARD CITY CENTER DEVELOPMENT AGENCY MINUTES –
 JULY 3, 2012**

2. APPROVE CCDA MINUTES FOR:

A. June 5, 2012

A motion to approve the June 5, 2012 CCDA minutes was made by Director Buehner and seconded by Director Wilson.

The motion was approved by a majority of CCDA members present.

	Yes	No
Director Buehner	✓	
Chair Dirksen	✓	
Director Henderson	✓	
Director Wilson	✓	
Director Woodard (Absent)		

3. REVIEW PROPOSED TARGETED INCENTIVE PROGRAM

Redevelopment Project Manager Farrelly requested that the CCDA consider approving the proposed incentive program and draft elements as developed by the joint committee of CCDA (Directors Henderson and Wilson) and CCAC (Commissioners Hughes and Shearer). He said the program offers grants to retail and restaurant tenants to offset tenant improvement costs. The objective is to fill vacancies and attract businesses that will revitalize the urban renewal district. He reviewed key elements.

He said the joint committee recommended funding at a fifty-percent match, up to \$75,000. The committee considered offering loans, and may do so in the future, although it was decided that grants would get the program up and running more quickly.

Chair Dirksen asked if there was any reason not to open the program to Commercial and Burnham Streets. Redevelopment Project Manager Farrelly said that was considered and the committee felt the initial focus should be vacant Main Street properties, at least for the first few years. Director Buehner said the city is looking to assemble land on Burnham Street and whatever can be done to make those properties as pleasing and valuable as possible should be done, including spending money on improvements.

Director Buehner said she had concerns about the targeted incentive program negatively impacting businesses located outside the urban renewal area. She asked how it meets the goal of the urban renewal district to increase the tax increment financing. She said she wanted a portion of the program to be loans, not grants.

**TIGARD CITY CENTER DEVELOPMENT AGENCY MINUTES –
JULY 3, 2012**

Director Wilson said his intention was the development of a strategy to bring in businesses that are dynamic and can enliven the downtown. He referred to the convention center hotel request for proposals, noting its specificity. He said Tigard's RFP document must be clear so proposals received reflect what is desired. He said the intent was not so much to fix up old buildings, but to acquire appropriate tenants. He said businesses such as Ava Roasteria or Beveland Street Bistro would generate a buzz downtown. Director Buehner agreed but said her concern is that there are many buildings in the downtown that need to be torn down. Director Wilson said he thought even new buildings should be eligible for incentive funding.

Director Henderson noted that the proposed program has parameters, such as a three-month open period after the issuance of the RFP. He said the city would learn from the proposals received. The program could be revised the next year or extended.

Executive Director Wine said there was no reason that the proposed program must be accepted by the CCDA before work on a carefully targeted RFP begins. Chair Dirksen suggested moving forward on the RFP. Director Buehner recommended that the existing downtown businesses be encouraged to be supportive of new businesses coming to the downtown. Redevelopment Project Manager Farrelly said he will continue work on the RFP, basing it on the convention center example. He referred to the staff report for this item and asked if there was general agreement on the criteria as developed by the joint committee. The CCDA agreed there was. City Manager Wine said work will go ahead on the RFP but initiation of the program is tabled.

Executive Director Wine mentioned that Director Woodard attended a conference recently and learned how communities can use data to position themselves to attract desirable businesses. She said there are market forces at play and communities need to know what factors they have that are attractive to these types of businesses. They must be able to supply that data readily. She said targeted recruitment will identify a strategy for who will be contacted and what we will say. She said brainstorming about what the CCDA wants to see is valuable but staff will also need to learn what businesses the CCDA members find desirable in a community.

Director Wilson suggested that the CCDA members look for examples of businesses they believe are desirable in the downtown, such as coffee shops, high-end restaurants or bakeries, etc. Director Buehner suggested an Indian restaurant. Assistant City Manager Newton suggested the CCDA members be sent city survey information on what citizens said is missing from the downtown.

CCDA Director Henderson said it is possible that a potential business may contact the city at any time and he urged prompt action if that occurs. Executive Director Wine said incentive fund information will be shared with potential businesses. She said the city will remain opportunistic as staff works to develop a targeted RFP to be presented to the CCDA in September.

TIGARD CITY CENTER DEVELOPMENT AGENCY MINUTES – JULY 3, 2012

Tigard's demographics were discussed. Director Buehner noted demographics are similar to NW 23rd and Burnside in Portland and she said the shops and restaurants there may be appropriate for this area. Director Wilson said he has studied census data and Tigard is comprised of families, with higher-than-average incomes. He noted that families do not eat out at restaurants as much as working couples do.

Director Henderson noted that the CCDA does not have a list of priorities beyond what are listed as council goals. Director Wilson referred to a lengthy project list that has not yet been prioritized. Chair Dirksen countered that the projects on it are all priorities and the city can push for them but the ability to accomplish them is sometimes out of the city's control. He said, "We need to push for them all and pursue whatever breaks first."

Executive Director Wine said the work program list was produced to show what we are doing. She said being more purposeful about priorities would help guide and focus the CCDA.

Director Buehner said the urban renewal district boundary should be expanded to include the older housing area between Commercial Street and Greenburg up to 95th Avenue. She said she expected zoning changes after the comprehensive plan amendment process but has not seen these reflected on any map. Chair Dirksen said as the city nears completion of the River Terrace Community Plan it will be appropriate to have discussions on density and transferring some density to inappropriately zoned areas.

Director Henderson returned to his question about CCDA priorities. He said from a developer perspective it is encouraging and engenders confidence when it is seen that what they are working on is listed as a priority. CCDA Directors listed their top priorities for the urban renewal district:

- Director Wilson – One great project completed in a prime location
- Chair Dirksen – More of the right kind of businesses
- Director Buehner – Redevelopment along Fanno Creek
- Director Henderson – Tigard looks and feels more like Ashland

Director Wilson added that photos would be helpful to illustrate the desired development character. He asked the other CCDA board members to take photographs of what they wish to see in the downtown.

Executive Director Wine asked the CCDA to repeat these ideas as council members, (not the CCDA), at the economic development discussion scheduled for the July 10, 2012 council meeting.

TIGARD CITY CENTER DEVELOPMENT AGENCY MINUTES – JULY 3, 2012

4. NON-AGENDA ITEMS –

- A. Executive Director Wine said a question arose regarding the protocol of allowing CCAC members to attend CCDA meetings and executive sessions. She said CCAC members have a blanket invitation to attend CCDA meetings and executive sessions, unless there is an executive session topic that would be inappropriate for their attendance.

Director Wilson asked if CCAC members have received executive session training. Executive Director Wine replied that they did in April or May. CCAC Chair Craghead said they need to ensure new members receive the training as they are appointed to the CCAC. Chair Dirksen proposed and the CCDA members agreed that any CCAC member must receive the executive session training prior to attending an executive session.

- B. Redevelopment Project Manager Farrelly said Consultant Kim Knox provided a list of developers experienced in mixed-use, public/private partnership development. He will forward a copy to Councilor Henderson in the Thursday packet.

5. ADJOURNMENT

At 7:48 p.m. Director Wilson moved for adjournment. Director Buehner seconded the motion and the motion passed.

	Yes	No
Director Buehner	✓	
Chair Dirksen	✓	
Director Henderson	✓	
Director Wilson	✓	
Director Woodard (Absent)		

Carol A. Krager, Deputy City Recorder

Attest:

Chair, Tigard City Center Development Agency

Date: _____

**TIGARD CITY CENTER DEVELOPMENT AGENCY MINUTES –
JULY 3, 2012**

Workshop Meeting**Meeting Date:** 08/21/2012**Length (in minutes):** 20 Minutes**Agenda Title:** Review Targeted Incentive Program Request for Proposals**Submitted By:** Sean Farrelly, Community Development**Item Type:** Motion Requested**Meeting Type:** City Center Development Agency**Information****ISSUE**

Review Targeted Incentive Program Request for Proposals (RFP).

STAFF RECOMMENDATION / ACTION REQUEST

The Board of the City Center Development Agency (CCDA) is requested to approve the draft Targeted Incentive Program Request for Proposals (RFP), so it can be circulated and publicized.

KEY FACTS AND INFORMATION SUMMARY

The proposed Targeted Incentive Program would offer matching grants to prospective retail and restaurant tenants to help offset the cost of interior tenant improvements. The objectives of this public-private partnership are to fill vacancies and attract businesses that will lend vitality to the district.

The Façade Improvement Program Joint Committee (made up of two members of the CCDA and two members of the CCAC) were charged with considering and making recommendations on program details. The elements of an RFP were presented to the Board of the CCDA on July 3, 2012. The Board recommended a further fine tuning of the RFP document.

Staff refined the document. Comment was also requested from a commercial broker (Dan Bozich of Urban Works), who reviewed it and was supportive of the program, particularly its focus on food service. He made a couple of recommendations that (if acted on) would impact the RFP. He suggested that 90 days may not be enough time for a business to respond. He also recommended that the RFP not be due between late November and early January (due to the holidays.) For this reason staff suggests that the due date for the RFP be set at January 30, 2013.

If the board approves, the RFP will be released and publicized through a number of avenues. The RFP will be publicized to:

- the commercial brokerage community
- the owners of vacant Main Street properties
- specific businesses that meet the criteria of the RFP
- news media such as the Daily Journal of Commerce
- organizations such as the Tigard Area Chamber of Commerce and Rotary Club

OTHER ALTERNATIVES

The Board of the CCDA may choose to direct staff to further refine the RFP.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Goal 3b:

Contact owners of key, structurally sound Main Street buildings with vacancies. Begin cooperative effort to secure tenants that will contribute to the vitality of downtown.

DATES OF PREVIOUS CONSIDERATION

March 6, 2012

April 3, 2012

July 3, 2012

Fiscal Impact

Cost: \$75,000

Budgeted (yes or no): Yes

Where Budgeted (department/program): CCDA

Additional Fiscal Notes:

FY 2012-13 budgeted program

Attachments

Request for Proposals

Application

Downtown Tigard Targeted Improvement Program

Request for Proposals



Downtown Tigard 50 Year Visualization

1. Introduction

The City of Tigard's urban renewal agency—the City Center Development Agency (CCDA)—is offering a 50 percent matching grant (up to \$75,000) to help offset the costs of interior tenant improvements for new restaurants, cafes, bakeries or similar businesses through its new Targeted Improvement Program. The agency is requesting proposals that will bring these types of businesses to Main Street in Downtown Tigard.

Proposals must be received no later than 5 p.m. on -----, 2012.

Send proposal to:
City of Tigard's City Center Development Agency
Attn: Sean Farrelly
13125 SW Hall Blvd., Tigard, OR 97223

Details concerning the proposal process are contained in this document.

2. Background

Tigard's historic downtown centered on Main Street is undergoing a transformation. Main Street is positioned on well-traveled transportation corridors. It is adjacent to Pacific Highway/99W which has average daily traffic counts of 50,000 vehicles and is just two blocks from Highway 217 which carries 120,000 vehicles a day. Downtown Tigard is served by TriMet's WES commuter rail line and six bus lines.

Main Street intersects the 15-mile Fanno Creek Trail, which connects Portland with Tualatin. Along the trail are many significant parks including the nearby 22-acre Fanno Creek Park and the newly acquired 26-acre Fields property directly to the southeast of downtown.

Downtown Tigard has an attractive demographic profile with an average household income of \$90,312 within a five-mile radius.

The downtown area is home to a growing cadre of dynamic new and established businesses including Max's Fanno Creek Brewpub, Live Laugh Love Glass, Café Allegro and Sherrie's Jewelry Box.

The City of Tigard has focused many resources on improving its downtown. Voters approved a 20-year, \$22 million urban renewal district in 2006. The area is undergoing significant improvements, including:

- In 2013, the southern half of Main Street will be rebuilt to incorporate "green street" features such as bioswales for stormwater treatment. Pedestrian and storefront improvements, benches, lighting, street trees and public art will support a revitalized downtown.
- Eight downtown businesses/properties have been awarded 50 percent matching façade improvement grants from the CCDA ranging from \$4,500 to the maximum of \$25,000.
- Intersection improvements at Pacific Highway/Main Street/Greenburg Road and Pacific Highway/Hall Boulevard have improved traffic flow.
- Plans to locate an urban plaza in the downtown that will host community events (such as the Tigard Area Farmers Market).

The CCDA has created the Targeted Improvement Program to further the Downtown Tigard revitalization goals. These goals include:

- Attract dynamic new businesses that increase foot traffic in the retail core.
- Develop amenities, such as parks, plazas, green streets and streetscapes that reinforce downtown’s position as the “green heart” of Tigard.
- Incorporate the themes of natural resources such as Fanno Creek and sustainability into new development.
- Support the development of a dynamic mix of housing with retail on the ground floor, accessible by all transportation modes.

3. Program Details

A. Eligible Applicants.

Property owners and business owners/tenants are eligible for program funding. To be considered for the grant, the applicant must have a letter of intent to lease or an option to purchase agreement for a building that is contingent on receipt of incentives. Prior to receiving a commitment of the funds, the successful applicant must submit either (a) a signed lease for the subject property with at least three years remaining from the estimated completion date of the proposed tenant improvement project, or (b) an executed Purchase and Sale Agreement. The responsibilities of the tenant, property owner and the city/agency will be defined in the program’s Letter of Commitment. Property owner and business owner must be current on all city charges, taxes or assessments.

B. Types of Businesses.

The grant program is available to attract specific types of businesses to currently vacant ground floor commercial spaces on Main Street (see map for eligible properties). The primary desired businesses are new food-related ventures including:

- Restaurants.
- Cafes/tea shops.
- Bakeries/dessert shops.
- Grocery stores.
- Other similar businesses.
- Produce markets.
- Health food stores.
- Specialty food stores.
- Ice cream parlors.

B. Eligible Improvements.

Eligible improvements to be funded by the program include:

- Demolition and shell reconstruction.
- Plumbing, mechanical and electrical improvements.
- Fire/life safety improvements including seismic upgrades and fire-suppression systems.
- Interior finishes including flooring, painting and built-in casework.
- Historic restoration of interior feature.
- Hazardous materials abatement, such as asbestos removal.
- Americans with Disabilities Act (ADA) improvements.

All contractors hired by program participants must be licensed in the state of Oregon.



Storefront Improvement Program

Property owners and businesses with signed leases may also be eligible for the Storefront Improvement Program, which has matching grants available (up to \$25,000) for exterior improvements. ***This program has a process separate from this RFP.***

For more information, contact
Redevelopment Project Manager
Sean Farrelly at 503-718-2420 or
sean@tigard-or.gov.

C. Grant Funding.

The Targeted Improvement Program awards matching grants on a dollar-for-dollar basis for eligible tenant improvements. Matching grants are distributed to the applicant in the form of a reimbursement, once construction is complete and the terms stated in the Letter of Commitment have been met. If the terms and conditions are not met, the rebate will not be issued.

Key terms that must be satisfied prior to grant reimbursement include:

1. Proof of approved permit(s).
2. Completion of the project and submission of lien waivers from all laborers and material suppliers.
3. Inspection of improvements by the City of Tigard for consistency with information provided in completed application.
4. Passing inspection from appropriate agencies (such as city building department, fire department, etc.).
5. Approved business has been in operation for one month.

4. Requests for Proposals (RFP) Schedule

The CCDA estimates the RFP schedule will be:

ACTION	COMPLETION DATE
Issue Request for Proposals	_____, 2012
Proposals due to CCDA	120–150 days from RFP issuance
Submittal review and interviews with top-ranked proposers	within three weeks of due date
Evaluation committee recommendation	within two weeks of interview
Grant award made by CCDA board	following CCDA meeting
Final Commitment Letter Agreement negotiated	within four weeks of CCDA board approval

5. Submission Requirements

To be considered for funding, applicant must submit three copies of their proposal by [DATE]. Proposals must include the program application form (Attachment A) and the following:

- A. Photographs of the unimproved space.
- B. Scale drawings of proposed improvements (early conceptual plans are adequate).
- C. Business prospectus that includes:
 - i. A business plan summary; projected sales including products or services to be offered; branding concept; target customer profile; expenditure per customer; length of visit per customer ; and a description of how proposed business distinguishes itself from the competition.
 - ii. Business startup requirements.
 - iii. List of financial assets, funding sources and uses, financial pro forma with 10-year operating projections.
 - iv. Résumés of business owners and/or operators.
- D. Copy of Letter of Intent to Lease or Option to Purchase Agreement.

6. Evaluation Process

Proposals will be reviewed by city staff for completeness and conformance to the proposal instructions. All eligible proposals will be evaluated by an evaluation committee comprised of two members from the City Center Development Agency board and two members from the City Center Advisory Commission. The evaluation committee will score each proposal using the evaluation criteria identified below. Interviews with one or more of the top ranked applicants may also be scheduled with this evaluation committee and final scores may be modified following the interview.

The evaluation committee will make their recommendation to the CCDA board for final approval.

The CCDA expects to make one award, but will consider making multiple smaller awards. The CCDA also reserves the right not to make any awards from this RFP.

7. Evaluation Criteria

FACTORS	MAXIMUM POINTS
1. The proposed business owner/manager's proven track record of success.	
Owner's/manager's past record of success.	40 points
Strength of business prospectus.	
2. The potential of the proposed business to significantly enhance Downtown Tigard.	
Complementary to existing business mix/business type presently lacking.	40 points
Proposed business will stimulate Main Street activity.	
3. Proposed project's financial terms.	
Feasibility of financing structure – private financing and equity contribution.	20 points
Public financial investment – requested grant amount will leverage significant private investment.	

8. General Proposal/Contract Conditions

A. Limitation and Award.

This RFP does not commit the CCDA to the award of a contract. Neither the CCDA, nor its agents, are liable for any cost incurred by proposers prior to execution of a Letter of Commitment. All prospective proposers who respond to this RFP do so solely at their own cost and expense. The cost of preparation of a submittal and any related expenses, including travel, shall be entirely the responsibility of the proposer.

B. Conflict of Interest.

All persons or entities filing a proposal thereby certify that neither the City of Tigard/CCDA, nor any of its officers, agents or employees, has a pecuniary interest in the proposal or has participated in contract negotiations on behalf of the City of Tigard/CCDA; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer for the same call for proposals; and the proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

9. Right's Reserved by the City Center Development Agency

- A. The CCDA will determine, in its sole discretion, the responsiveness of each proposal to this RFP. Proposals deemed responsive will then be reviewed by the evaluation committee.
- B. CCDA reserves the right to request additional information from any and all respondents to clarify information contained in proposals.
- C. CCDA reserves the right, at its sole discretion, to accept or reject any and all proposals received as a result of this RFP, to waive minor irregularities, and to conduct discussions with all responsible respondents, in any manner necessary, to serve the best interest of CCDA.
- D. CCDA reserves the right at any time either before or after proposals are submitted to specify additional terms and conditions.

10. Official Contacts

Questions regarding the Targeted Improvement Program and this RFP must be directed to:

Sean Farrelly
Redevelopment Project Manager
13125 SW Hall Blvd., Tigard, OR 97223
503-718-2420 | sean@tigard-or.gov

11. Addenda

The CCDA may modify the RFP at any time at least five (5) days prior to the RFP due date, by issuance of a written addendum to all proposers who are participating in the process at the time the addendum is issued. Addenda will be numbered consecutively. Verbal modifications to the RFP shall not be binding upon the CCDA.

12. Solicitation Protest

A person may protest or request a change of a qualification requirement or evaluation criteria no later than seven (7) calendar days prior to the due date of the statement of qualification. No protest of a qualification decision or grant award because of a qualification requirement or evaluation criteria will be considered after such time. The protest or request for change shall include the reason for the protest or change, any proposed language, and why the proposed language would benefit the CCDA. The CCDA shall consider the protest or request for change and may reject the protest or request for change, issue an addendum or cancel the RFP. The protest must be submitted to:

Sean Farrelly
Redevelopment Project Manager
13125 SW Hall Blvd., Tigard, OR 97223
503-718-2420 | sean@tigard-or.gov

13. Selection Protest

Proposers who disagree with the CCDA's selection decision may protest that decision to the City of Tigard Purchasing Office. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a solicitation protest will be considered. The selection protest must be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The protest shall be submitted to the Contracts and Purchasing Office at:

Joe Barrett

Contracts and Purchasing Office

13125 SW Hall Blvd., Tigard, OR 97223

503-718-2477 | joseph@tigard-or.gov

The selection protest must state all the relevant facts that establish that all higher ranked proposers were ineligible for selection because their submittals were non-responsive or the proposer was not responsible. A written decision will be sent to the protester.

14. Equal Opportunity Policy

The CCDA requires all proposers to comply with the City of Tigard's equal opportunity policies. The city's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap or political affiliation. A copy of the city's policy is available upon request.

15. Public Record

All information submitted by proposers shall be public records and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which proposer requests exception from disclosure consistent with Oregon law. Any portion of a submittal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it "CONFIDENTIAL."

All information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.



City of Tigard

COMMUNITY DEVELOPMENT

13125 SW Hall Blvd., Tigard, OR 97223

www.tigard-or.gov



City of Tigard
COMMUNITY DEVELOPMENT

Targeted Improvement Program Application

The City of Tigard/City Center Development Agency (CCDA) reserves the right to approve or reject any application for funding at its sole discretion.

Project address: _____
Proposed business name: _____
Business type: _____

Applicant: Property owner Business owner Other

Property owner(s): _____

Phone: _____ **Email:** _____

Mailing address: _____

City: _____ **State:** _____ **Zip:** _____

Business owner(s): _____

Phone: _____ **Email:** _____

Mailing address: _____

City: _____ **State:** _____ **Zip:** _____

Square footage of the property: _____

Describe the proposed scope of improvements: _____

(add an additional page if necessary)



Targeted Improvement Program Application

What is your anticipated budget? \$ _____

What is the amount of your grant funding request? \$ _____

Describe how the proposed project is consistent with Downtown Tigard revitalization goals as defined in Section 2 of the Request for Proposals.

(add an additional page if necessary)

Estimated number of permanent jobs to be created and estimated wages: _____

Proposed hours of operation: _____

Additional Material Checklist:

1. Photographs of the unimproved space.
2. Scale drawings of proposed improvements (do not have to be architectural drawings at this stage).
3. Business prospectus that includes:
 - i. A business plan summary; projected sales including products or services to be offered; branding concept; target customer profile; expenditure per customer; length of visit per customer ; and a description of how proposed business distinguishes itself from the competition.
 - ii. Business startup requirements.
 - iii. List of financial assets, funding sources and uses, financial pro forma with 10-year operating projections.
 - iv. Résumés of business owners and/or operators.
4. Copy of Letter of Intent to Lease or Option to Purchase Agreement.

NOTE: All information submitted by proposers shall be public records and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which proposer requests exception from disclosure consistent with Oregon law. Any portion of a submittal (such as the business prospectus) that the proposer claims constitutes a “trade secret” or is “confidential” must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it “CONFIDENTIAL,” and provide separate notice in writing of the status of this material to the official contact.



City of Tigard

COMMUNITY DEVELOPMENT

Targeted Improvement Program Application

Property Owner Participation

THE UNDERSIGNED CERTIFIES THAT THEY ARE THE OWNER OF THE PROPERTY IDENTIFIED ABOVE AND THAT THEY ARE WILLING TO PARTICIPATE IN THE TARGETED IMPROVEMENT PROGRAM.

N/A *(Mark N/A if property owner is the applicant)*

Printed name of property owner: _____

Signature: _____ Date: _____

Certification by Applicant:

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE.

Printed name of applicant: _____

Signature: _____ Date: _____

Workshop Meeting**Meeting Date:** 08/21/2012**Length (in minutes):** 10 Minutes**Agenda Title:** Discuss Developer Meetings**Submitted By:** Sean Farrelly, Community Development**Item Type:** Update, Discussion, Direct Staff **Meeting Type:** City Center Development Agency**Information****ISSUE**

Discuss potential questions for discussions with developers.

STAFF RECOMMENDATION / ACTION REQUEST

The City Center Development Agency (CCDA) Board is requested to provide input for upcoming developer discussions.

KEY FACTS AND INFORMATION SUMMARY

The city and the City Center Development Agency have provided significant public investment in downtown infrastructure. Attracting private downtown redevelopment, however, has faced several hurdles. Development feasibility studies and talks with developers have shown that new, high-quality mixed-use or multi-story residential buildings (development consistent with Tigard Downtown Improvement Plan) face significant financial viability gaps. This is due to a number of factors: the higher construction costs required to build this type of development (structured parking, elevators, etc.); the relatively low rents that can be achieved in the market; and the scarcity of low cost, redevelopable land in the district.

These challenges are not impossible to overcome. The CCDA previously reviewed a matrix of potential policy tools and incentives to attract mixed-use development, to be approved on a case-by-case basis. One of the most effective potential incentives is agency-subsidized land. The provision of low-cost land can “change the equation” and make the preferred type of development financially feasible.

In anticipation of property acquisition by the agency, staff will intensify engagement with the development community. One engagement strategy is to hold structured discussions with developers. Staff, working with a real estate advisor, will interview selected developers regarding the perceived opportunities and challenges to developing in downtown Tigard. The discussions would also serve as an opportunity to market the CCDA’s potential incentives. A series of one-on-one interviews are proposed, rather than a developer panel (as performed as part of the Tigard Downtown Improvement Plan), with the expectation that developers will speak more candidly outside of a group setting.

The findings and recommendations for next steps will be presented to the board of the City Center Development Agency and the City Center Advisory Commission (and members of the Planning Commission) in a workshop setting. The Board is requested to provide questions to ask developers during these discussions.

OTHER ALTERNATIVES

The City Center Development Agency Board could direct staff to pursue other methods of developer engagement.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Goal 3. Downtown

DATES OF PREVIOUS COUNCIL CONSIDERATION

May 1, 2012: Presentation on redevelopment principles.
