



City of Tigard  
**Tigard Business Meeting – Agenda**

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

**MEETING DATE AND TIME:** April 9, 2013 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

*Agenda Revised April 3, 2013 to add Child Abuse Prevention Month Proclamation*

**PUBLIC NOTICE:**

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

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

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

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

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

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

SEE ATTACHED AGENDA

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VIEW LIVE VIDEO STREAMING ONLINE:

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

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

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

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City of Tigard

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

*Agenda Revised April 3, 2013 to add Child Abuse Prevention Month Proclamation*

6:30 PM

- **EXECUTIVE SESSION:** The Tigard City Council will go into Executive Session to discuss labor negotiations under ORS 192.660(2) (d). 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.

- **STUDY SESSION**

- A. Review of 2013 Community Event Funding Requests
- B. Administrative Items

7:30 PM

1. BUSINESS MEETING - APRIL 9, 2013
  - A. Call to Order
  - B. Roll Call
  - C. Pledge of Allegiance
  - D. Council Communications & Liaison Reports
  - E. Call to Council and Staff for Non-Agenda Items
  
2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)  
7:35 p.m. - estimated time
  - A. Follow-up to Previous Citizen Communication
  - B. Tigard High School Student Envoy
  - C. Tigard Area Chamber of Commerce
  - D. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: (Tigard City Council and City Center Development Agency) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:  
7:55 p.m. - estimated time
- A. Approve City Council Meeting Minutes for:
1. ~~January 29, 2013~~ Reschedule to the Consent Agenda of April 23, 2013.
  2. February 5, 2013
  3. February 19, 2013
- B. Receive and File:
1. Council Calendar
  2. Council Tentative Agenda for Future Meeting Topics
- C. Appoint Alternate City Center Advisory Commissioner Carine Arendes to the City Center Advisory Commission to Replace Resigning Member Tamera Slack -- Resolution
- D. Appoint Alternate Budget Committee Member Melanie Boekee to the Budget Committee to Replace Resigning Member Cathy Hearn -- Resolution
- E. Consider Amendments to a Resolution of Necessity (Resolution No. 12-01) Adopted by Council on January 24, 2012 -- Resolution
- F. Approve Nomination of Tigard Applications for Regional Flexible Funds for Transportation Projects
- G. Authorize Submittal of Two Applications for Metro's Community and Development Grant Program - Cycle 3
- H. Authorize the Mayor to Execute an Agreement with the Oregon Department of Transportation to Partially Fund Main Street Phase II Improvements
- I. Authorize the Mayor to Execute an Amendment to an Agreement with the Oregon Department of Transportation to Partially Fund Main Street Phase I Improvements
- J. Approve and Authorize the Mayor to Execute an Intergovernmental Agreement with Washington County on the Walnut Street Improvement Project
- Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/City Center Development Agency has voted on those items which do not need discussion.

4. PROCLAMATIONS
  - A. PROCLAIM APRIL 7-14 AS NATIONAL DAYS OF REMEMBRANCE  
8 p.m. - estimated time
  - B. **PROCLAIM APRIL 2013 AS CHILD ABUSE PREVENTION MONTH (Added to the Agenda on April 3 2013)**
5. QUASI JUDICIAL PUBLIC HEARING - ZCA2013-00001 - LENNAR ANNEXATION  
8:05 p.m. - estimated time

**REQUEST:** A request to annex to the City of Tigard approximately 2.28 acres of property

**LOCATION:** 15060 SW 133rd Avenue; Assessor map 2S109DB, Tax Lot 800

**COUNTY ZONES:** R-6 District (Residential 6 Units Per Acre). The purpose of the Washington County R-6 District is to implement the policies of the Comprehensive Plan for areas designated for residential development at no more than six (6) units per acre and no less than five (5) units per acre, except as specified by Section 300-2 or Section 303-6. The intent of the R-6 District is to provide the opportunity for more flexibility in development than is allowed in the R-5 District.

**EQUIVALENT CITY ZONE:** R-7: Medium-Density Residential District. The City of Tigard R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

**APPLICABLE REVIEW CRITERIA:** The approval standards for annexations are described in Community Development Code Chapters 18.320 and 18.390, Comprehensive Plan Goal 1, Goal 11, Goal 12, and Goal 14; ORS Chapter 222; Metro Code Chapter 3.09.
6. LEGISLATIVE PUBLIC HEARING: CONSIDER AN ORDINANCE TO AMEND THE TIGARD MUNICIPAL CODE CHAPTER 15.20, STREET MAINTENANCE FEE  
8:25 p.m. - estimated time
7. LEGISLATIVE PUBLIC HEARING - CONSIDER FISCAL YEAR THIRD QUARTER SUPPLEMENTAL BUDGET AMENDMENT  
8:35 p.m. - estimated time
8. LOCAL CONTRACT REVIEW BOARD: AWARD CONTRACT FOR EAST BUTTE HERITAGE PARK IMPROVEMENTS TO DA NEAL CONSTRUCTION, INC.  
8:50 p.m. - estimated time
9. COUNCIL LIAISON REPORTS  
8:55 p.m. - estimated time
10. NON AGENDA ITEMS

11. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
12. ADJOURNMENT  
9:10 p.m. - estimated time

AIS-1195

**A.**

**Business Meeting**

**Meeting Date:** 04/09/2013

**Length (in minutes):** 25 Minutes

**Agenda Title:** Review of 2013 Community Event Funding Requests

**Prepared For:** Liz Lutz

**Submitted By:** Liz Lutz,  
Financial and  
Information  
Services  
Council  
Business Mtg

**Item Type:** Update, Discussion, Direct Staff

**Meeting Type:** - Study Sess.

**Public Hearing**

**Newspaper Legal Ad Required?:** No

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Review applications for Community Event Grants and provide preliminary direction as to which grants should be included in the FY 2013-2014 proposed budget.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff is requesting Mayor and Council review the 17 event grant requests totaling \$101,275 and provide recommendations on which requests should receive full, partial or no funding so that the total amount recommended to include in the proposed budget does not exceed \$89,463 in available funds. These recommendations will then be forwarded to the Budget Committee for consideration during the budget approval process.

**KEY FACTS AND INFORMATION SUMMARY**

Each year the city solicits applications from community organizations for grants for the following fiscal year. As part of the budget process, the City Council acts as the Budget Subcommittee that makes recommendations on funding amounts for Community Events Grants.

The city received 17 formal applications by the February 14, 2013 deadline. The total funding requested was \$ 101,275 in direct and set-aside contributions. An additional \$69,320 is requested as in-kind support, broken down as follows: Public Works Department for Balloon Festival-\$65,000, 4th of July celebration-\$1,600, Annual Tree Lighting-\$1,720 and Tualatin Riverkeepers-\$1,000.

Tigard's practice is to budget one-half of 1% of the previous year's operating budget for the Social Services and Community Events Grants. Last year's operating budget was \$51,122,584 and the allocation for grants is \$255,613. Historically, Community Events receives 35% of the total budgeted for Social Services/Community Events, providing \$89,463 available for these grants.

**OTHER ALTERNATIVES**

This is the first step in the approval process. Final funding decisions and exploration of alternatives may be made at the Budget Committee meetings and the budget hearings in June.

**COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

NA

**DATES OF PREVIOUS CONSIDERATION**

NA

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**Attachments**

Application-THS Graduation Party

Application-Annual Tree Lighting

Application-Big Horn Brass Concert

Application-Broadway Rose

Application-Compassion Tigard

Application-Downtown Tigard Street Fair

Application-Mask & Mirror

Application-Relay for Life for Tigard

Application-Templeton Sock Hop

Application-Tigard 4th of July

Application-Tigard Area Farmers Market

Application-Festival of Balloons

Application-Tigard Historical Association

Application-Tigard Little League

Application-Tigard Safety Town

Application-Tualatin Riverkeepers

Application-Tualatin Valley Community Band

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**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 14, 2013

Event Name: 2013 Tigard High School Drug & Alcohol Free All Night Grad Celebration  
Address: PO BOX 23664  
City, State, Zip: Tigard, OR 97281-3664  
Contact Name: Veronica Predovic  
Telephone Number: 503-709-5026  
E-mail address: veronicapredovic@gmail.com

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

<b>Cash</b>	\$ 2,000
<b>In-Kind Services-hours</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	___1 hr
<b>Total Request</b>	\$2,000

2. **Purpose of Funding Request: To help off set some of the cost of putting on the Grad.Celebration for +300 graduating seniors. The committee is an all parent volunteer group that has to raise all the money for the party. We get no school money for this event. The event is budgeted to cost approximately \$25,000 this year, which goes for the rental of the site, entertainments and activities at the site, food and prizes. We have different sources of funds, coming from grad. Party ticket sales, fundraising events, donations from parents and local businesses and grant awards.**

3. **How will this event benefit the Tigard Community? This event keeps 300+ graduates safe and supervised while celebrating their well deserved graduation. They are not on the streets drinking and driving and putting themselves and others in danger. This event also brings together the whole community, from parents volunteers and school staff from local businesses supporters and community leaders.**

4. **How many Tigard residents do you anticipate participating in this event (or these events)? We hope to have 300+ graduates at the party, 50 to 60 parents volunteers who either serve on the planning committee, volunteer to work at the party or chaperone the party. Other members of the community volunteer their time, money and products.**

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

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

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

Tigard High School  
 2013 Drug and Alcohol Free Graduation Party  
 2011-2012 Actual/2012-2013 Budget

	2011-2012 Actual	2012-2013 Budget	
<b>Income</b>			
Ticket Sales	14,090.00	16,500.00 ✓	300x\$55
Donations - Corporations	4,425.00	4,000.00 ✓	
Donations - Parents	120	100 ✓	
Fundraising Balloon Festival	1,114.00	1,000.00 ✓	
Fundraising 50/50 + Raffles	1,640.00	1,500.00 ✓	
Fundraising Fall /Spring Fling	1,959.75	0.00	
Fundraising Restaurants	786.41	0	
Grants Juan Young Trust	1,500.00	1,500.00	
Grants - City Of Tigard	2,000.00	2,000.00 ✓	
Grants - Macerich Mgmt Co	500.00	0	
Income- Interest			
<b>Total Income</b>	<b>28,135.16</b>	<b>26,600.00 ✓</b>	
<b>Expenses</b>			
Refunds	50		
Site Rental	4,050.00	5,100 ✓	
Entertainment	17,105.00	12,425.00 ✓	
Decorations	328.06	400 ✓	
Food/Beverages	1,312.81	1200 ✓	
Volunteers expenses	279.69	120	
Gifts/Prizes	4,204.67	4,500.00 ✓	
Advertising/Printing	155.99	200 ✓	
Postage	336.90	400 ✓	
Fundraising Expenses	151.46	200 ✓	
Bank Fees	49.90	50 ✓	
Miscellaneous	340	500 ✓	
Donations	56.00	0	
<b>Total Expenses</b>	<b>28420.48</b>	<b>25095</b>	20110

2:46 PM  
02/02/13

**Tigard Turns the Tide Grad Night Celebration**  
**Modified Cash Basis Profit & Loss Budget vs. Actual**  
**July 2012 through January 2013**

	Jul '12 - Jan 13'	Budget	\$ Over Budget
<b>Income</b>			
Ticket Sales	1,345.00	2,750.00	-1,405.00
Donations - Corporations	1,575.00	2,100.00	-525.00
Donations - Parents	0.00	0.00	0.00
Donations - Non Cash (In-Kind)	934.00	960.00	-26.00
Fundraising - 50/50 & Raffles	1,655.00	1,500.00	155.00
Fundraising - Balloon Festival	1,000.00	1,000.00	0.00
Grants - City of Tigard	2,000.00	2,000.00	0.00
Grants - Juan Young Trust	0.00	0.00	0.00
Interest Income	8.52	14.00	-5.48
<b>Total Income</b>	<u>8,517.52</u>	<u>10,324.00</u>	<u>-1,806.48</u>
<b>Expense</b>			
<b>Direct Party Expenses</b>			
Entertainment	3,417.50	3,317.50	100.00
Site Rental	0.00	0.00	0.00
Gifts/Prizes	1,014.98	1,615.00	-600.02
Food and Beverages	0.00	0.00	0.00
Decorations	0.00	0.00	0.00
<b>Total Direct Party Expenses</b>	<u>4,432.48</u>	<u>4,932.50</u>	<u>-500.02</u>
<b>Non Cash Expenses (In-Kind)</b>			
In-Kind Gifts/Prizes	934.00	960.00	-26.00
<b>Total Non Cash Expenses (In-Kind)</b>	<u>934.00</u>	<u>960.00</u>	<u>-26.00</u>
<b>Other Expenses</b>			
Advertising/Printing	0.00	0.00	0.00
Fundraising Expenses	319.78	200.00	119.78
PO Box Renewal Fees (12 months)	88.00	320.00	-232.00
Bank Fees	0.00	0.00	0.00
Volunteer Expenses	0.00	0.00	0.00
Professional fees (tax prep)	340.00	340.00	0.00
Misc Expense	0.00	40.00	-40.00
<b>Total Other Expenses</b>	<u>747.78</u>	<u>900.00</u>	<u>-152.22</u>
<b>Total Expense</b>	<u>6,114.26</u>	<u>6,792.50</u>	<u>-678.24</u>
<b>Net Income</b>	<u>2,403.26</u>	<u>3,531.50</u>	<u>-1,128.24</u>

2:45 PM

02/02/13

**Tigard Turns the Tide Grad Night Celebration**  
**Modified Cash Basis Assets and Liabilities**  
As of January 31, 2013

	<u>Jan 31, 13</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
HomeStreet Checking Account	11,994.63
<b>Total Checking/Savings</b>	<u>11,994.63</u>
Other Current Assets	
Refundable Deposits	500.00
<b>Total Other Current Assets</b>	<u>500.00</u>
<b>Total Current Assets</b>	<u>12,494.63</u>
<b>TOTAL ASSETS</b>	<u><u>12,494.63</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Opening Balance Equity	10,091.37
Net Income	2,403.26
<b>Total Equity</b>	<u>12,494.63</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>12,494.63</u></u>

Prepared in my capacity as a volunteer and not as a CPA

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 14, 2013

Event Name: Annual Tree Lighting\_\_\_\_\_

Address: C/O Tigard Area Chamber of Commerce, 12345 SW Main Street

City, State, Zip: Tigard, OR 97223\_\_\_\_\_

Contact Name: Dianna Weston,\_\_\_\_\_

Telephone Number: 503.970.7372\_\_\_\_\_

E-mail address: dttevents@tigardchamber.org\_\_\_\_\_

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

**Cash** \$2500

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

**Total Request** \$2500

2. **Purpose of Funding Request:**

To assist in offsetting costs associated with holding this annual free event, which is held every year on the first Friday in December. Funding will also help to "grow" the event, enabling marketing to the community at large, as well as helping to defray associated costs such as staging, professional lighting, signs, banners, flyers, as well as to possibly invest in seasonal street decorations.

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

Help foster a deeper sense of community for all residents and enhance awareness of Downtown Tigard as not only the heart of our community, but as a unique and fun shopping and gathering area.

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

Last year this event grew to an estimated 500 residents participating in both the lighting and the "Meet Santa" activity afterwards. This is up from 225 to 300. We hope to continue this growth and add even more fun for families.

5. **Please submit the following information with this request: (The Tree Lighting Event is not a non-profit organization and is accomplished primarily with volunteer labor and donations)**

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

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

Please note that a lack of adequate financial information could result in denial of request.

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

**COMMUNITY EVENTS FUNDING REQUEST FOR ANNUAL TREE LIGHTING**

**In-Kind Services**

<b>Department/Organization</b>	<b>Service</b>	<b>Hours/Estimated Value</b>
TVF&R	Help with tree lights (lift-truck)	6
	Transport for Santa and Mrs. Claus	2
Tigard PD	Traffic control night of event	3
	Create thank-you banners	\$400
	Photography	\$500
Public Works/Parks	Storage	\$720 annually
	Lighting Check (November)	2
	Use of Liberty Park as venue	Unknown
	Help with electrical box	3
	Provide and place barricades	2
	Provide cones and candles as needed	2
	Provide portable speaker system	\$100
City Hall	Announcements in Cityscape and web (including Neighborhood Websites)	
	Mayor speaks	
	City Council members attend	

**Downtown Tigard  
Profit & Loss Detail**

**May 1, 2012 through February 12, 2013**

Ordinary Income/Expense  
Income

Type Date Num Name

**Tigard Tree Lighting**

Type	Date	Num	Name
Sales Receipt	07/05/2012	3	City of Tigard
Deposit	07/06/2012	1951	Tigard Chamber
Bill	10/31/2012	10352	Portland Badge Company, LLC
Bill	11/19/2012	211068	West Coast Event Productions
Bill	11/19/2012	211068	West Coast Event Productions
Check			Fiscal Agent Fees
Printing			Flyer Printing
Printing			Second set missed billing cycle with BAM

Total Tigard Tree Lighting

**Tree Lighting Expense**

Total Tree Lighting Expense

**Downtown Tigard  
Profit & Loss Detail**  
May 1, 2012 through February 12, 2013

Ordinary Income/Expense  
Income

**Tigard Tree Lighting**

Grant from City of Tigard for Tree Lighting	1,000.00		
VOID: to transfer \$1K received from City of Tigard	0.00		
	<u>1,000.00</u>		

Total Tigard Tree Lighting

**Tree Lighting Expense**

Purchased 2 banners and changed the date and time on a third banner.	200.00		
Tree lighting ceremony-Contract for Lights & Staging	257.00		
Tree Lighting Ceremony-Contract for Lights and Staging for chamber handling all receipts, payments, etc	257.00		
2012 Expenditures for Downtown Tigard Tree Lighting	100.00		
400 double sided flyers	49.50		
	<u>120.00</u>		
	<u>983.50</u>		

Total Tree Lighting Expense

Amount

Split

Undeposited Funds  
WCB - Downtown Tigard

Accounts Payable  
Accounts Payable  
Accounts Payable

**Downtown Tigard  
Profit & Loss Detail  
May 1, 2012 through February 12, 2013**

	<u>Balance</u>
Ordinary Income/Expense	
Income	
Tigard Tree Lighting	1,000.00
	<u>1,000.00</u>
Total Tigard Tree Lighting	1,000.00
Tree Lighting Expense	
	200.00
	457.00
	714.00
	814.00
	863.50
	<u>983.50</u>
Total Tree Lighting Expense	983.50

Proposed 2013 Budget for Downtown Tigard Tree Lighting

<b>Item</b>	<b>Expense</b>
New Banners	\$200.00
Update large banner	\$300
Lights and Staging Rental	\$700
Flyers	\$200
Street Decorations	\$500
Santa Costumes	\$200
Sugar Plum Elves	\$100
Craft Supplies for Children	\$200
Photo Supplies	\$100
	Total: <u>\$2500</u>

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Big Horn Brass Concert at Tigard High School  
Address: Big Horn Brass, PO Box 385  
City, State, Zip: Marylhurst, OR 97036  
Contact Name: Ron Babcock  
Telephone Number: 503-997-6465  
E-mail address: babcocr@pdx.edu

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

<b>Cash</b>	\$3,925
<b>In-Kind Services-hours</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	3 hours, Deb Fennell Auditorium
<b>Total Request</b>	\$3,925

2. **Purpose of Funding Request:**

**Please see attached.**

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

**Please see attached.**

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

All students of the Tigard High School Band Program will be involved as well as many of their friends and family. THS Band concerts usually attract approximately 150 audience members. The Big Horn Brass has concert attendance of between 150-250 patrons. Anticipated Tigard resident involvement would be approximately 300.

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

# **City of Tigard**

## **COMMUNITY EVENTS FUNDING REQUEST**

### **Purpose of Funding Request**

The Big Horn Brass will be presenting a concert at The Old Church in downtown Portland in October of 2013. We would like to repeat this concert at another venue in a different part of the metropolitan area. Tigard High School will make the perfect location and would provide the additional opportunity for us to fulfill a part of our mission, which includes “fostering music education in schools and concert halls”. We have been in contact with Jim Irving, Band Director at THS about the possibility of sharing a concert and providing master classes for the band students. He has expressed an interest in the idea and we have begun looking for dates.

The event will consist of a shared concert between the Big Horn Brass and the Tigard High School Band program. Deb Fennell auditorium will be the venue and since the Tigard Band will be involved there will be no charge for the use of the hall. The concert will be open to the public and there will be a suggested donation of \$5, which will be given to the THS Band. In addition to the concert, the Big Horn Brass will provide professional educators on several instruments to hold master classes for music students at the high school, and Fowler and Twality Middle Schools. The cost of a concert by the Big Horn Brass is approximately \$4,000. We are a non-profit organization and funding concerts of this nature requires a combination of donations, in-kind services, CD sales, grants, and ticket sales in order to guarantee our ability to continue providing quality performances. This funding request is to allow us to move forward with plans for the concert, which will not be possible without a Tigard Community Funding Grant.

### **How will this event benefit the Tigard Community?**

Big Horn Brass is recognized as a premier brass ensemble in the Pacific Northwest. Our members perform in a variety of professional ensembles that include the Oregon Symphony, Portland Opera Orchestra, Oregon Ballet Theater Orchestra, Columbia Symphony, Vancouver Symphony, and dozens of other regional music groups. Members of the group also represent music educators from many school districts in Oregon and Washington as well as the music faculties of, Lewis and Clark College, George Fox University, Oregon State University, and Portland State University.

The Big Horn Brass provides the opportunity for individuals from many different walks of life to hear a professional brass ensemble in a live setting. This includes young brass players and long-time brass music lovers as well as audience members for whom this will be a new experience. One of the most exciting things in a young brass player's life is hearing this music for the first time. It isn't just young brass players who experience this excitement. Our concerts invariably end with many people expressing how thrilled they are to hear this music for the first time. Our programs include a wide variety of musical styles such as classical, jazz, movie music and show tunes. Among the works we are considering for this concert are *The Theme from Star Wars*, Modest Mussorgsky's *Pictures at an Exhibition*, music from *West Side Story*, and Igor Stravinsky's *Firebird Suite*.

In this challenging economic environment schools are cutting performing arts programs and other essentials. Part of the Big Horn Brass' mission is to provide educational outreach. In doing so we hope to fill some of the void left by dwindling arts resources and educational opportunities. Ticket sales are not sufficient to cover the cost of concerts, master classes and overhead so we must find additional funding to continue with our mission. We thank the City of Tigard for the opportunity to apply for a Community Grant and look forward to exposing residents of Tigard to a unique and educational musical experience. For additional information about the Big Horn Brass please go to [www.bighornbrass.org](http://www.bighornbrass.org).

## Big Horn Brass Concert at Tigard High School EVENT BUDGET

Revenue:		
	Grants	3,925
	Donations at the door (200 @ \$5 each)	1,000
Total Revenue		<u>4,925</u>
Expenses:		
	Musicians (19 @ 150 plus 150 cartage)	3,000
	Venue rental (donated in-kind)	-
	Printing (programs)	125
	Photos	100
	Direct Expenses	<u>3,225</u>
	Shared Costs and O/H*	700
	Total Concert Expenses	<u>3,925</u>
	Master Classes	600
	Total Event Expenses	<u>4,525</u>
	Contribution to Tigard High School Music Department	400

\* Marketing and Promo, taxes, licenses etc.

**Big Horn Brass  
Budget  
Year ending December 31, 2013**

Revenue:		General and			Total
		Administrative	Development	Programmatic	
	Sponsorships:	\$ -	\$ -	\$ -	\$ -
	Sponsor A	-	-	9,500	9,500
	Sponsor B	-	-	-	-
	Contracts	-	-	12,900	12,900
	Grants	-	-	5,000	5,000
	Ticket Sales	-	-	12,813	12,813
	Donations at the door	-	-	-	-
	CD Sales	-	-	-	-
	In-Kind	-	-	-	-
<b>Total Revenue</b>		-	-	40,213	40,213
<b>Personnel</b>		-	-	-	-
7,220	Salaries	-	-	-	-
7240 -7341	Employee Benefits	-	-	-	-
<b>Contract Services</b>		-	-	-	-
7,522	Legal Fees	-	-	-	-
7,530	Musicians	-	-	25,980	25,980
7,535	Marketing/Public Relations Services	700	-	-	700
7,536	Graphic Design Services	150	-	-	150
7,537	Technology Consulting	700	-	-	700
7,540	Other Consultants	300	-	-	300
7,550	Temporary Help - Contract	750	-	-	750
	Royalties	-	-	-	-
<b>Office &amp; Program</b>		-	-	-	-
8,110	Office Supplies	200	180	-	380
8,120	Program Supplies	-	-	-	-
8,130	Technology services	-	-	-	-
8,140	Postage & Shipping	25	240	-	265
8,150	Printing & Copying	500	-	600	1,100
8,160	Books, Subscriptions, Refs	-	-	-	-
8,170	Venue Rental	-	-	1,350	1,350
8,171	Music	1,000	-	-	1,000
8,172	Photography	-	-	200	200
8,173	Recording	-	-	575	575
<b>Travel &amp; Meetings</b>		-	-	-	-
8,310	Staff Travel, Lodging, Food, Parking	-	-	-	-
8,315	Mileage Reimb	-	-	-	-
8,316	Meals	-	300	-	300
8,330	Board Meetings	-	-	-	-
<b>Other</b>		-	-	-	-
8,520	Liability Insurance	500	-	-	500
8,521	D&O Insurance	-	-	-	-
8,530	Membership/Dues	-	-	-	-
8,540	Staff Development	-	-	-	-
8,570	Advertising/Promo Expense	-	-	-	-
8,571	Staff Recruiting exp.	-	-	-	-
8,572	Prizes, Awards & Gifts	-	-	-	-
8,575	Event Attendance/Visibility	-	-	-	-
8,590	Bank Fees	150	-	-	150
8,595	Taxes and Licenses	150	-	-	150
8,598	Suspense exp.	-	-	-	-
8,599	Miscellaneous Expenses	150	-	-	150
<b>Total Expenses</b>	<b>Total Expenses</b>	5,275	720	28,705	34,700
	<b>Net Income (loss)</b>	\$ (5,275)	\$ (720)	\$ 11,508	\$ 5,513

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

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

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

Cash	\$10,000
In-Kind Services	\$0.00
<b>Total Request</b>	<b>\$10,000</b>

### 2. Purpose of Funding Request:

We, Broadway Rose Theatre Company, are requesting funds from the City of Tigard to help us continue to provide professional musical theater programming to our community at an affordable price. We have been successfully producing musicals in Tigard since 1991. For 17 years we produced summer stock theater and in 2009 we transitioned to year-round programming upon the completion of a \$2 million capital campaign for our New Stage. Broadway Rose's attendance skyrocketed with our shift to year-round programming and our attendance now reaches over 40,000 each year (44,407 in 2012).

Musical theater is very expensive to produce and after our expansion to year-round programming in a remodeled facility our financial landscape dramatically changed. Our spending rate increased from \$2,800/day to \$4,800/day. In February of 2012 we completed a new strategic plan that focused on strengthening our financial position and we hired a consultant for cash flow analysis and business cycle planning.

The support of our community and funders like you is critical to our success. When we approach new foundations and we are able to show that Broadway Rose has the continued support of the City of Tigard, it speaks volumes about our value to the community.

We have an exciting lineup of shows in 2013:

#### **New Stage Theater**

*I Love You, You're Perfect, Now Change* (1/31 – 2/24)  
*Always... Patsy Cline* (4/18 – 5/19)  
*Once On This Island*: (7/14 – 7/17)  
*Lucky Stiff* (9/19 – 10/13)  
*Plaid Tidings* (11/27 – 12/122)

#### **Deb Fennell Auditorium**

*Cats* (6/27 – 7/21)  
*My Fair Lady* (8/1 – 8/18)  
*Jungle Book*: (7/10 – 7/13)  
*Snow White*: (8/7 – 8/10)

Broadway Rose's youth outreach programs include a student technical internship program (offering paid internships to local high school students interested in pursuing a career in technical theater); summer youth drama camps (kids 8-12 years old perform in the ensemble of our children's shows with professional actors in the 600-seat Deb Fennell Auditorium); summer teen musical theater workshop (young thespians are directed in voice, acting, dance and costuming, with their work culminating in a fully staged musical for public performance); fall and spring musical theater classes for teens (teaching them voice, singing and acting); free children's musical to over 3,500 elementary students in the Tigard/Tualatin District; and discounted tickets (\$5.50) to our children's shows for YMCA youth.

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

Broadway Rose Theatre Company's mission is to create unparalleled musical theater experiences that invigorate audiences and enrich our communities. We are the largest non-profit professional musical theater company in the Portland metro area and the only one in Washington County. As such, we provide a valuable service to local residents and are a vital cultural organization in the community.

- We maintain affordable ticket prices that allow all members of our community to participate in the arts. We offer subscription packages as low as \$17/show - \$25.50 show, and children's show tickets that are \$8.
- People come from all over the city to Tigard for our programming. 45% of our audience is from Washington County, 26% is from Clackamas County, 23% is from Multnomah County, and 6% is from cities as far away as Longview, Eugene and Corvallis.
- Our presence in Tigard helps boost commerce. In 2012 we had 1,311 visitors come to see our shows from more than 50 miles away. Washington County Visitors Association estimates that tourists spend an average of \$29/day (**not including overnight stays and accommodations**); therefore, our out-of-town patrons who come for the day to see a Broadway Rose show generate \$38,019 in tourism-related commerce for WA County.
- We have strong relationships with downtown Tigard restaurants that have benefited from our presence in the community. For example, Davidson's Casual Dining (located one block from our New Stage) has increased business on the nights that we have performances and they are now a loyal corporate sponsor.
- We have excellent support from over 600 individual donors, 29 corporate sponsors and nearly 300 active volunteers. In 2012 we had 294 volunteers donate 4,398 hours of work, equaling more than that of two additional full-time employees.
- We have an excellent partnership with the Tigard/ Tualatin School District that has been in existence since we began. We share our New Stage space with them for district functions and provide a free musical to all the elementary students in the district. In turn, they rent us the Deb Fennell Auditorium for our large musicals each summer at a greatly reduced rate. Our \$2 million capital campaign raised funds to remodel the old C.F. Tigard cafetorium into our New Stage which we lease from the District for \$1/year.
- We offer need-based scholarships to our youth drama camps and teen musical theater workshop for those who could otherwise not afford it. We reach out to Trillium Family Services, C.F. Tigard Elementary School and Community Partners for Affordable Housing to identify youth who qualify.
- We offer significantly discounted tickets to our children's shows (\$5.50) for over 1,000 YMCA youth.
- Through our partnership with the Arts and Literacy Program, each summer we sponsor a design contest for the program cover of our children's shows.
- We donate over 600 tickets each year to other local non-profits.
- We participate in the Arts for All program in which we offer discounted tickets (\$5) to low-income Oregonians. This year we are also participating in the Oregon Cultural Trust's Culture Card which offers 2-for-1 tickets to any of our 2013 shows for donors of \$1,500 or more.

- We increase opportunities for Oregonians to participate in the arts by employing nearly 200 local actors, directors, musicians, technicians, designers and student interns each year.

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

Our 2012 attendance reached 44,407. Of that number, 20,597 were unique visitors (meaning each individual was counted only once, even if they attended multiple performances). Of those unique visitors 9,248 were from Washington County, and 2,464 of those were from Tigard. We anticipate similar numbers for 2013.

We make every effort to make our productions accessible to all ages and members of the community. We provide excellent wheelchair access, audio descriptive services, and free assistive listening devices at every performance. With our affordable ticket prices and dynamic programming we are proud to provide professional musical theater to Tigard residents, as well as patrons from the greater Portland metro area who come to Tigard to enjoy cultural events.

**Broadway Rose Theatre Company**  
**2012 Actual 2013 Projected**

	<u>Jan 1 - Dec 31</u> <u>2012</u>	<u>Jan 1 - Dec 31</u> <u>2013</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Annual Gala	\$ 45,450.00	\$ 45,000.00
Concession Income	\$ 25,273.15	\$ 26,615.00
Corporate Sponsorships	\$ 61,025.00	\$ 42,250.00
Development Trips	\$ 129,760.00	\$ 140,800.00
Educational Outreach.	\$ 25,985.70	\$ 27,570.00
Entertainment/Royalty Income	\$ 859.22	\$ 700.00
Events - Special	\$ 6,965.82	\$ -
Grants	\$ 241,740.00	\$ 204,250.00
Guild	\$ 7,278.50	\$ 4,110.00
Individual Donations	\$ 150,643.43	\$ 162,000.00
Interest Income	\$ 162.72	\$ 200.00
Program Advertising	\$ 7,217.00	\$ 6,660.00
Raffle Income	\$ 4,733.00	\$ 4,875.00
Rental Income	\$ 8,760.12	\$ 5,500.00
Shipping & Handling Income	\$ 7,505.56	\$ 7,000.00
Souvenir Sales	\$ 923.75	\$ -
Ticket Sales	\$ 1,120,062.40	\$ 1,066,982.00
<b>Total Income</b>	<b>\$ 1,844,345.37</b>	<b>\$ 1,744,512.00</b>
<b>Expense</b>		
Administrative Expense	\$ 245,851.69	\$ 243,790.00
Annual Gala.	\$ 11,192.52	\$ 11,265.00
Artistic Programing	\$ 754,065.28	\$ 795,990.00
Bank Service Charges	\$ 30,361.59	\$ 31,905.00
Company Amenities	\$ 1,722.89	\$ 1,955.00
Concession Expense	\$ 12,285.52	\$ 11,155.00
Development	\$ 58,718.06	\$ 58,515.00
Educational Outreach	\$ 6,720.00	\$ 11,350.00
Events Expense	\$ 399.17	\$ -
Facillity Expenses	\$ 19,269.37	\$ 19,455.00
Guild Expense	\$ 5,153.15	\$ 3,465.00
Insurance	\$ 73,809.68	\$ 72,000.00
internet Expense	\$ 2,702.85	\$ 2,695.00
Loan repayment - Meyer	\$ -	\$ 16,884.00
Marketing Expense	\$ 130,923.28	\$ 146,358.00
Office Supplies	\$ 7,238.88	\$ 8,880.00
Organizational Dues & Expenses	\$ 7,605.85	\$ 8,055.00
Payroll Taxes	\$ 68,044.60	\$ 73,000.00
Postage and Delivery	\$ 4,901.93	\$ 5,000.00
Professional Fees	\$ 21,424.30	\$ 12,700.00
Publications	\$ -	\$ -
Raffle Expense	\$ 1,000.00	\$ 1,000.00
Rental Expense	\$ 2,400.00	\$ 2,400.00
Repairs & Maintenance	\$ 1,472.00	\$ 2,000.00
Souvenir Expense	\$ 707.80	\$ -
Staff Education	\$ 247.95	\$ 1,000.00
Telephone	\$ 13,985.78	\$ 13,925.00
Tessitura	\$ 35,208.75	\$ 38,340.00
Travel & Ent	\$ 75.25	\$ 200.00
Trips Expense	\$ 125,892.98	\$ 133,365.00
Utilities	\$ 17,794.65	\$ 17,865.00
<b>Total Expense</b>	<b>\$ 1,661,175.77</b>	<b>\$ 1,744,512.00</b>
<b>Net Ordinary Income</b>	<b>\$ 183,169.80</b>	<b>\$ -</b>
<b>Other Income/Expense</b>		
Other Expense	\$ (122.56)	\$ -
Other Income	\$ -	\$ -
<b>Total Other Income</b>	<b>\$ (122.56)</b>	<b>\$ -</b>
<b>Net Income</b>	<b>\$ 183,047.24</b>	<b>\$ -</b>

**NOTE: Broadway Rose has 9 FTE and 6 PTE**

cash basis

**Broadway Rose Theatre Company**  
**Profit & Loss**  
**(Jan 1 - Dec 31)**

	<u>2012 Actual</u>	<u>2011 Actual</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Annual Gala	\$ 45,450.00	\$ 47,610.00
Concession Income	\$ 25,273.15	\$ 19,901.20
Corporate Sponsorships	\$ 61,025.00	\$ 64,000.00
Development Trips	\$ 129,760.00	\$ 29,021.06
Educational Outreach.	\$ 25,985.70	\$ 13,886.66
Entertainment/Royalty Income	\$ 859.22	\$ 903.00
Events - Special	\$ 6,965.82	\$ 6,612.22
Grants	\$ 241,740.00	\$ 242,953.00
Guild	\$ 7,278.50	\$ 8,890.00
Individual Donations	\$ 150,643.43	\$ 147,860.24
Interest Income	\$ 162.72	\$ 360.46
Program Advertising	\$ 7,217.00	\$ 7,388.15
Raffle Income	\$ 4,733.00	\$ 4,424.00
Rental Income	\$ 8,760.12	\$ 2,935.00
Shipping & Handling Income	\$ 7,505.56	\$ 6,422.52
Souvenir Sales	\$ 923.75	\$ 866.50
Ticket Sales	\$ 1,120,062.40	\$ 940,826.75
<b>Total Income</b>	<b>\$ 1,844,345.37</b>	<b>\$ 1,544,860.76</b>
<b>Expense</b>		
Administrative Expense	\$ 245,851.69	\$ 243,276.94
Annual Gala.	\$ 11,192.52	\$ 11,490.69
Artistic Programing	\$ 754,065.28	\$ 816,630.29
Bank Service Charges	\$ 30,361.59	\$ 24,190.67
Company Amenities	\$ 1,722.89	\$ 3,379.05
Concession Expense	\$ 12,285.52	\$ 11,280.35
Development	\$ 58,718.06	\$ 55,727.50
Educational Outreach	\$ 6,720.00	\$ 2,742.90
Events Expense	\$ 399.17	\$ -
Facillity Expenses	\$ 19,269.37	\$ 18,924.12
Guild Expense	\$ 5,153.15	\$ 2,502.73
Insurance	\$ 73,809.68	\$ 69,463.67
Internet Expense	\$ 2,702.85	\$ 1,983.93
Marketing Expense	\$ 130,923.28	\$ 129,045.73
Office Supplies	\$ 7,238.88	\$ 8,881.90
Organizational Dues & Expenses	\$ 7,605.85	\$ 8,053.37
Payroll Taxes	\$ 68,044.60	\$ 70,572.12
Postage and Delivery	\$ 4,901.93	\$ 4,475.91
Professional Fees	\$ 21,424.30	\$ 36,931.14
Publications	\$ -	\$ 70.00
Raffle Expense	\$ 1,000.00	\$ 1,000.00
Rental Expense	\$ 2,400.00	\$ 2,400.00
Repairs & Maintenance	\$ 1,472.00	\$ 3,091.14
Souvenir Expense	\$ 707.80	\$ 201.80
Staff Education	\$ 247.95	\$ 2,839.43
Telephone	\$ 13,985.78	\$ 13,925.81
Tessitura	\$ 35,208.75	\$ 38,248.86
Travel & Ent	\$ 75.25	\$ 197.42
Trips Expense	\$ 125,892.98	\$ 12,560.00
Utilities	\$ 17,794.65	\$ 20,108.80
<b>Total Expense</b>	<b>\$ 1,661,175.77</b>	<b>\$ 1,614,196.27</b>
<b>Net Ordinary Income</b>	<b>\$ 183,169.80</b>	<b>\$ (69,335.51)</b>
<b>Other Income/Expense</b>		
Other Expense	\$ (122.56)	
Other Income		\$ 3,328.00
<b>Total Other Income</b>	<b>\$ (122.56)</b>	<b>\$ 3,328.00</b>
<b>Net Income</b>	<b>183,047.24</b>	<b>\$ (66,488.21)</b>

**Broadway Rose Theatre Company**  
**Balance Sheet**  
**Jan 1 - Dec 31**

	<u>2012</u>	<u>2011</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/Savings</b>		
Checking	91,091.65	93,025.90
Money Market	209,249.47	65,841.90
Petty Cash Boxes	450.00	450.00
<b>Total Checking/Savings</b>	<u>300,791.12</u>	<u>159,317.80</u>
<b>Other Current Assets</b>		
Payroll Advance	2,717.65	0.00
<b>Total Other Current Assets</b>	<u>2,717.65</u>	<u>0.00</u>
<b>Total Current Assets</b>	<u>303,508.77</u>	<u>159,317.80</u>
<b>Fixed Assets</b>		
Accumulated Depreciation	-477,948.71	-479,725.87
Equipment - New Stage	326,811.57	326,497.57
Equipment - Original Cost	73,095.27	65,035.31
Theatre - New Stage	1,615,722.10	1,615,722.10
<b>Total Fixed Assets</b>	<u>1,537,680.23</u>	<u>1,527,529.11</u>
<b>TOTAL ASSETS</b>	<u><u>1,841,189.00</u></u>	<u><u>1,686,846.91</u></u>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Credit Cards</b>		
Bank of the West	-166.54	0.00
Bank of the West Mastercard (S)	0.00	-87.62
Capital One Visa	-49.50	0.00
<b>Total Credit Cards</b>	<u>-216.04</u>	<u>-87.62</u>
<b>Other Current Liabilities</b>		
N/P Meyer Memorial Trust	15,000.00	40,000.00
N/P Paragon Tile & Stone	0.00	3,105.80
Payroll Liabilities	217.03	212.96
<b>Total Other Current Liabilities</b>	<u>15,217.03</u>	<u>43,318.76</u>
<b>Total Current Liabilities</b>	<u>15,000.99</u>	<u>43,231.14</u>
<b>Total Liabilities</b>	<u>15,000.99</u>	<u>43,231.14</u>
<b>Equity</b>		
Capital Campaign Income	1,489,718.07	1,489,718.07
Opening Bal Equity	117,125.69	117,600.69
Retained Earnings	36,297.01	276,560.51
Net Income	183,047.24	-240,263.50
<b>Total Equity</b>	<u>1,826,188.01</u>	<u>1,643,615.77</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,841,189.00</u></u>	<u><u>1,686,846.91</u></u>

# BROADWAY ROSE THEATRE COMPANY

*illuminating lives on both sides of the footlights*

## Board of Directors

Barbara Amling  
Arts advocate

Chuck Carpenter  
Manufactured Housing  
Communities of OR

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John L. Cook, CPA

Rorie Leone  
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The Mead Law Firm, PC

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City of Milwaukie

Dan Yates  
Portland Spirit

February 13, 2013

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

Dear Toby,

On behalf of Broadway Rose Theatre Company's board of directors, staff and artists, we want to thank the City of Tigard for its generous support of our company over the years! 2012 was a great year for us and our attendance topped 44,000.

We recently opened the first musical of our 2013 season, a romantic comedy titled *I Love You, You're Perfect, Now Change*. This is just the start of our exciting lineup of musicals for the year.

Musical theater is very expensive to produce and we couldn't do it without the support of local government, foundations, donors, sponsors, patrons and volunteers. It is thanks to the generosity of our supporters that we are able to bring exceptional musical theater to our community. We are so grateful that you recognize the value of our programming. You are critical to our success!

Enclosed is our 2013-2014 Community Events Funding Request. If you have any questions regarding the application or accompanying materials, please don't hesitate to call.

Thank you for your time and support.

Best Regards,



Brenda MacRoberts  
Executive Director  
503-906-2377



Sharon Maroney  
Producing Artistic Director  
503-906-2390

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Compassion Tigard  
Address: 12176 SW Garden Place  
City, State, Zip: Tigard, OR 97223  
Contact Name: Justin Peterson  
Telephone Number: (904) 753-0278  
E-mail address: Justin@colossaechurch.org

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

Cash	\$ 15,000.00
In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	_____
<b>Total Request</b>	<b>\$ 15,000.00</b>

2. **Purpose of Funding Request:**

Compassion Tigard is a catalytic event, in collaboration with local churches, social service agencies and the Tigard-Tualatin School District, that focuses on providing cost-free medical, dental and vision care to the underinsured and underprivileged residents of the City of Tigard. Between 2010-2012, we have been able to provide services to over 4,500 Tigard residents. While this is a great achievement, the sad reality is that we had to turn away several hundred people each year from some type of service. With the grant we were able to secure last year, we were able to expand our dental capacity greatly by partnering with Pacific University and shuttling patients to their facility for cleanings. With the help of this years grant, we would be able to expand our capacity to provide resources (such as bus passes and diapers) on the day of the clinic, as well as the rest of the year as needs arise. We are also partnering with multiple local dental offices (including PCC Sylvania) to meet ongoing dental needs throughout the rest of the year. With the addition of this new partnership with the dental school at Portland Community College, we are hoping to nearly triple our capacity to meet dental needs this year.

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

We believe that this event benefits the Tigard Community in two major ways:

The first, and perhaps most obvious, is the benefit that this event provides to those residents who are underinsured and in need of medical/dental assistance. Last year we served over

1,500 people in some way. Physicians, dentists and optometrists saw over 500 of these guests. Volunteers giving free haircuts, serving meals and providing many other resources served the remaining guests. We were also able to provide immunizations for over 200 guests. With your help, we hope to double our capacity to serve our guests, specifically in the dental area, as this is an ongoing need.

The second benefit to the community is the partnership between schools, social service agencies, and faith-based organizations. Several years ago, a group of people gathered together and asked this question: "What would happen if we teamed together to serve the poor and underinsured in the city of Tigard?" The result was Compassion Tigard. It has been extremely encouraging to see the strength of this partnership build over the past few years. For more information on this partnership, please see the attached recommendation letters from Catherine West, Susan Salkield and Susan Stark Haydon. We were also privileged to have many employees from the Tigard-Tualatin School District present, as well as Tigard High's principal, Mark Neffendorf. Please feel free to reach out to Mark for further info about how great of an impact this clinic had on their campus.

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

We believe that we will serve close to 1,700 residents this year. With the addition of the 400 volunteers it takes to organize this event, the grand total would be 2,100.

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

Compassion Connect, Inc.  
Transactions by Account  
As of December 31, 2012

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Deposit	08/21/2012			Deposit				821.05	821.05
Check	09/26/2012		PayPal	Ultrasonic cleaners			-SPLIT-	46.50	869.55
Deposit	09/29/2012			Deposit			1500 - Furniture and Equipment	-948.40	-78.85
Check	10/01/2012	407	Mary Richardson	Compassion Tigard Reimbursement			4020.30 - Tigard	10,000.00	9,921.15
Deposit	10/05/2012			Deposit			-SPLIT-	-3,495.38	6,425.77
Check	10/10/2012		Day Wireless Systems	Compassion Tigard Expense paid by Shrij			6010.05 - Compassion Clinics	760.48	7,186.25
Check	10/15/2012		Cherren	Compassion Tigard			6010.05 - Compassion Clinics	-200.00	6,986.25
Check	10/15/2012		Fred Meyer	Compassion Tigard			6010.05 - Compassion Clinics	-28.48	6,957.77
Check	10/18/2012	410	Mary Richardson	Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	-31.80	6,925.97
Check	10/22/2012	452	Crystal Roudy	Compassion Tigard Reimbursement			-SPLIT-	7,500.00	14,425.97
Check	10/24/2012	479	John McLensen	Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	-3,532.34	10,933.63
Check	11/02/2012	497	Colussae Church	Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	10,672.79	21,606.42
Check	11/05/2012	494	Callin Low	Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	-114.84	21,491.58
Check	11/05/2012	498	Kathleen Joffer	Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	-252.67	21,238.91
Check	11/19/2012	500	Chad Williamson	Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	-1,166.24	20,072.67
Check	11/19/2012	502	Medical Trans International	Compassion Tigard Food Team			6010.05 - Compassion Clinics	-400.00	19,672.67
Check	11/19/2012	502	Medical Trans International	Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	-145.77	19,526.90
Check	11/26/2012	514	Mary Richardson	Hospitality supply purchases			6010.05 - Compassion Clinics	-165.52	19,361.38
Check	12/01/2012			Compassion Tigard-Gas & Diapers Reimbursement			6010.05 - Compassion Clinics	-600.00	18,761.38
Check	12/01/2012			Compassion Tigard MTI payment			General Clinics	-2,055.00	16,706.38
Check	12/01/2012			Compassion Tigard Reimbursement			6010.05 - Compassion Clinics	-656.20	16,050.18
Check	12/01/2012			Clinic services			6010.05 - Compassion Clinics	-2,000.00	14,050.18
							General Clinics	2,436.34	16,486.52
								2,436.34	18,922.86
								2,456.34	21,379.20
								2,456.34	23,835.54
								2,456.34	26,291.88
								2,456.34	28,748.22
								2,456.34	31,204.56
								2,456.34	33,660.90
								2,456.34	36,117.24
								2,456.34	38,573.58
								2,456.34	41,029.92
								2,456.34	43,486.26
								2,456.34	45,942.60
								2,456.34	48,398.94
								2,456.34	50,855.28
								2,456.34	53,311.62
								2,456.34	55,767.96
								2,456.34	58,224.30
								2,456.34	60,680.64
								2,456.34	63,136.98
								2,456.34	65,593.32
								2,456.34	68,049.66
								2,456.34	70,506.00
								2,456.34	72,962.34
								2,456.34	75,418.68
								2,456.34	77,875.02
								2,456.34	80,331.36
								2,456.34	82,787.70
								2,456.34	85,244.04
								2,456.34	87,700.38
								2,456.34	90,156.72
								2,456.34	92,613.06
								2,456.34	95,069.40
								2,456.34	97,525.74
								2,456.34	100,000.00

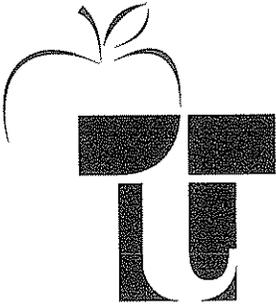
1001 - US Bank Checking Account  
Compassion Clinics  
Tigard Clinic

Total Tigard Clinic

Total Compassion Clinics

Total 1001 - US Bank Checking Account

TOTAL



**Tigard - Tualatin School District 23J**  
**Larry Hibbard Administration Center**

6960 SW Sandburg Street  
Tigard, Oregon 97223  
503-431-4000 • fax 503-431-4047  
www.ttsd.k12.or.us

Feb. 4, 2013

Dear Members of the Tigard City Council,

On behalf of Tigard-Tualatin School District, we are writing to support the application of Compassion Tigard to provide a Compassion Clinic in Fall 2013. These clinics provide incalculable benefits to hundreds of students and families in the Tigard-Tualatin School District who would not otherwise have had access to medical care, dental care, flu shots, immunizations, vision checks and glasses, all of which are offered at no charge.

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

The need for medical and dental services in our community was evidenced by the large numbers and long lines of adults and families, who arrived hours early, waiting for a chance to receive services. In particular, there is a large unmet need in our community for dental care for uninsured adults. This last year, through coordination of a large number of volunteer providers, Compassion Tigard was able to provide dental services to every person who presented needing dental care.

Tigard-Tualatin School District is delighted with the opportunity to be part of this excellent community-school collaboration and to continue its partnership in offering the Tigard Compassion Clinic in Fall 2013. We urge your support of Compassion Tigard's proposal.

Sincerely,

Susan Stark-Haydon  
Director of Community Relations

Susan Salkield  
Safe Schools/Healthy Students Project Director



Tigard-Tualatin Family Resource Center  
Tigard High School Portable 716  
9000 SW Durham Road  
Tigard, OR 97224

Phone: 503-603-1585  
Fax: 503-603-1642  
[www.ttsdschools.org](http://www.ttsdschools.org)

February 6, 2013

City of Tigard  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

Dear Members of the Tigard City Council,

On behalf of the Tigard-Tualatin Family Resource Center, I am writing to express our full support of the Community Events Funding Request for Compassion Tigard by Justin Peterson of Colossae Church. The Compassion Clinics have had a significant impact on local families in need. I echo the words of Susan Stark Haydon and Susan Salkield from the Tigard-Tualatin School District in saying that I could not have been more impressed with the great organization of the events, the tremendous number of community volunteers participating, and the respect and care members of our community received.

The Tigard-Tualatin Family Resource Center (FRC) serves families living within the boundaries of the Tigard-Tualatin School District. FRC staff helps families navigate the social service system in order to gain access to community resources. The center serves as a connection for families seeking information, referrals, and on-site social services, and supports families that struggle daily to provide for basic needs such as housing, food, clothing, and health care services. The number of people in our community in need continues to rise, as does the need for on-going health care resources. A majority of the families served by the resource center would benefit greatly from services provided by Compassion Tigard 2013.

There are many barriers for families seeking affordable and accessible medical, dental, vision and other health care services. This is particularly challenging for families without insurance, whose first language is not English and/or who have chronic, unaddressed health needs. Families served by the FRC are often also reliant on public transportation, which adds an additional barrier to access. Expansion of funding for Compassion Tigard to increase capacity and provide additional services for on-going health care needs would make a significant difference for these families.

Thank you so much for your generosity in helping to fund Compassion Tigard 2012 and I hope that you will also give this proposal favorable consideration.

Sincerely,



Catherine West  
Director

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 14, 2013

Event Name: Downtown Tigard Street Fair \_\_\_\_\_  
Address: C/O Tigard Area Chamber of Commerce, 12345 SW Main Street  
City, State, Zip: Tigard, OR 97223 \_\_\_\_\_  
Contact Name: Dianna Weston, \_\_\_\_\_  
Telephone Number: 503.970.7372 \_\_\_\_\_  
E-mail address: dttevents@tigardchamber.org \_\_\_\_\_

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

**Cash** \$700

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

**Total Request** \$700

2. **Purpose of Funding Request:**

To help raise awareness and celebrate our 2<sup>nd</sup> annual Downtown Tigard Street Fair with banners at both ends of SW Main Street and at Burnham and Hall .

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

Help foster a deeper sense of community for all residents and enhance awareness of Downtown Tigard as not only the heart of our community, but as a unique and fun shopping and gathering area.

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

Last year's estimated attendance was 400-500. This year we would like to increase that to in the neighborhood of 1000.

5. **Please submit the following information with this request: (The Street Fair Event is not a non-profit organization and is accomplished primarily with volunteer labor and donations)**

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

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

Please note that a lack of adequate financial information could result in denial of request.

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

**COMMUNITY EVENTS FUNDING REQUEST FOR ANNUAL STREET FAIR**

**In-Kind Services**

<b>Department/Organization</b>	<b>Service</b>	<b>Hours</b>
Public Works/Parks	Install banners	2 hours

Proposed 2013 Signage Budget for Downtown Tigard Tree Street Fair

<b>Item</b>	<b>Expense</b>
Two freestanding Banners	\$400.00
Large updatable banner	\$300
	Total: <u>\$700</u>

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Mask & Mirror Community Theatre

Mask & Mirror Community Theatre was founded in early 2011 by a group of 8 experienced theatre enthusiasts to bring a quality entertainment, recreation and education organization to the citizens of Tigard and Tualatin. Our goals included keeping tickets prices below that of a 3D movie at the local cinema (a goal we have met); and to be fiscally conservative (also met: none of the 4 main stage shows we have produced have lost money).

Mask & Mirror Community Theatre is an all-volunteer 501(c)3 non-profit theatre. We have no employees and we do not pay any of the actors, crew or administrators involved in Mask & Mirror productions.

As we continue to grow and develop our reputation, volunteer list and audience list, we look forward to being able to accumulate enough funds to justify the rental of a small, full-time theatre space (~2000 sq ft) in Tigard.

Address: 13166 Broadmoor Place

City, State, Zip: Tigard, OR 97223

Contact Name: Gary Romans, President

Telephone Number: 503-524-2058

E-mail address: Info@MaskAndMirror.com

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

**Cash** \$6000

**In-Kind Services-hours** (use of City property, City staff support, etc. Please explain the services requested on a separate sheet) \$0

**Total Request** \$6000

2. **Purpose of Funding Request:**

The major expense for our Community Theatre is facility rental. We currently spend over \$7500 per year to rent performing, rehearsal, meeting and storage space for our 501(c)3 non-profit theatre. These rentals are in multiple facilities and allow us minimal access. Since beginning to stage productions in November 2011, 41.7% of all our expenses have been for facility rental.

Renting rehearsal and performance space at multiple venues allows us much less time than is usually required to adequately rehearse and stage a professional quality production (10-12 weeks per show, 3-6 evenings per week and some weekends is the norm).

Our long term goal is to find a minimal ~2000 sq ft facility that we can rent full time and turn into a year-round theatre space in Tigard. We would use this facility for at least 3 fully-staged productions each year (extending our runs from the current 9 performance, 3 weekends to at least 12 performances, 4 weekends); rehearsals for all our performing activities; committee and Board meetings; and we would also add a summer children's

theatre camp (we currently have trained volunteer personnel ready to start such a camp as soon as we can find the space).

We estimate it will cost us ~\$25,000 per year to find such a full-time theatre space in Tigard and we are currently making plans to begin a dedicated fund-raising effort to find pledges for this amount.

Our request to the City of Tigard is for \$6000 to offset the rental of our main stage performance space at Calvin Presbyterian Church in Tigard. This is our major expense and we pay Calvin \$2000 per show for 9 performances and a few nights rehearsal time. By having this rent payment subsidized we can devote more expenses to the production of our main stage shows, thus increasing the quality of the production and resulting in additional ticket sales and membership interest in Mask & Mirror Community Theatre. This will also aid our fundraising effort to accumulate the money necessary to rent a full-time facility in Tigard.

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

There are positive cultural, recreational, educational and financial impacts to the City of Tigard by having a residential non-profit Community Theatre in the city.

Cultural: With Mask & Mirror Community Theatre located here, Tigard can boast of having 2 distinct and different performing theatres in the city. While Broadway Rose presents large scale musical productions with paid personnel and ticket prices over \$20; Mask & Mirror Community Theatre presents comedies and dramas with all volunteer actors, crew and operations personnel with ticket prices \$12 or less.

Recreational & Educational: Our performing activities are open to all residents without charge. We offer performing opportunities to experienced actors and to those newly interested in developing their talent. We offer free public play readings at the Tigard Library with the public invited to read and discuss. We offer free monthly acting classes open to all Tigard residents. Our plans include a low-cost children's Theatre Camp once we can find the proper facility. We provide free, benefit performances to Tigard organizations under a grant for our Traveling Thespians that we received from the Cultural Coalition of Washington County / Oregon Cultural Trust. These include Tigard Senior Center / Loaves and Fishes; St Anthony Church; Tigard Festival of Balloons; and Summerfield Civic Association. We also sponsor a free Community Meeting once each quarter that is open to all Tigard residents and includes free entertainment and refreshments (this is our primary recruiting tool).

Financial: So far we've sold 1694 tickets to our mainstage productions that take place in Tigard. Many theatre attendees begin their outing with a dinner out, patronizing local Tigard restaurants. We've also paid \$8000 rent to Calvin Presbyterian Church in Tigard for use of their stage (we are not otherwise associated with Calvin) and much of this money returned Tigard via the work done by Calvin.

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

We expect to stage 27 mainstage performances in 2013 and average 60 people per performance (50 paid, 10 comps) for a total of 1620 paid admissions, of which ~1/3 are Tigard residents, for ~540 Tigard residents total.

We have another group of ~30 (and growing!) Tigard residents who are active, dues paying members and perform all the functions to operate the organization (NOTE: Mask & Mirror Community Theatre has NO paid employees. All performing and operations activity is done by unpaid volunteers.).

We also estimate that we will reach at least 1000 additional Tigard residents through are other activities mentioned in #3 – Tigard Festival of Balloons; Traveling Thespians; Library Readings; Free Acting Classes; Community Meetings.

5. **Please submit the following information with this request:**
- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. (BUDGET 2013 PDF included)
  - b. Audit report or financial statements for the last fiscal year. (ACTUALS 2012 PDF included)
  - c. Articles of Incorporation.\* (MM Articles of Incorporation PDF included)
  - d. 501(c)(3) status.\* (Mask & Mirror 501C3 PDF included)
  - e. Organization Bylaws\* (MM By-Laws PDF included)

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

Please note that a lack of adequate financial information could result in denial of request.

BUDGET 2013						2012 ACTUAL
Number of authorized positions: All Mask & Mirror Community Theatre participants are unpaid volunteers. There are no paid positions.						
Major Revenue Sources: 1: Ticket Sales 2: Program Ads 3: Membership Dues 4: (Although a possibility, we do not have enough data nor experience to list donations and grants as a potential income source)						
Major Expense Categories: 1: Facility Rental (over 40% of our total expenditures) 2: Show Production (royalties, sets, props, costumes)						
Beginning Balance					\$ 10,736.81	\$ 1,050.76
<b>SHOW INCOME</b>						
Ticket Income - Box Office			\$ 12,000.00			\$ 11,559.83
Traveling Thespian Grant			\$ -			\$ 1,500.00
Concessions			\$ 1,200.00			\$ 1,190.40
Program Ads			\$ 2,600.00			\$ 2,545.00
Total Income				\$ 15,800.00		\$ 16,795.23
Rent	\$ 6,500.00					\$ 6,550.00
Royalties	\$ 1,620.00					\$ 540.00
Set Construction	\$ 2,000.00					\$ 1,910.53
Advertising	\$ -					\$ 103.28
Printing	\$ 1,200.00					\$ 1,187.29
Costumes	\$ 1,000.00					\$ 1,156.47
Concession Food	\$ 300.00					\$ 282.87
Traveling Thespians	\$					\$

	361.83				1,138.17
Total Expenses		\$ 12,981.83			\$ 12,868.61
<b>TOTAL SHOW INCOME</b>	\$ 2,818.17				\$ 3,926.62
<b>OPERATIONS INCOME</b>					
Grants					\$ 5,000.00
Member Dues			\$ 2,250.00		\$ 1,190.00
Contributions			\$ 3,000.00		\$ 2,024.10
Corporate Sponsors			\$ 2,000.00		\$ 1,600.00
Misc Revenue			\$ 250.00		\$ 206.19
				\$ 7,250.00	\$ 10,020.29
<b>Operations Expenses</b>					
Storage & Other Rental	\$ 1,380.00				\$ 671.50
Dues & Subscriptions	\$ 140.00				\$ 140.00
Theatre Supplies	\$ 1,500.00				\$ 1,289.32
License & Permits	\$ 200.00				\$ 200.00
Bank Fees	\$ 250.00				\$ 414.56
Printing & Copying	\$ 350.00				\$ 366.43
Meeting & Misc Expenses	\$ 500.00				\$ 488.05
Insurance	\$ 700.00				\$ 691.00
		\$ 5,020.00			\$ 4,260.86
<b>Net Operations Income</b>	\$ 2,230.00				\$ 5,759.43

<b>Net Income M&amp;M</b>	\$ 5,048.17				\$ 5,048.17	\$ 9,686.05
<b>Ending Balance</b>					\$ 15,784.98	\$ 10,736.81

**TOTAL M&M INCOME 2012**

NOTE: All Mask & Mirror Community Theatre participants are unpaid volunteers. There are no paid positions.

Beginning Balance \$  
1,050.76

**SHOW INCOME**

Ticket Income - Box Office			\$ 11,559.83		
Traveling Thespians Grant			\$ 1,500.00		
Concessions			\$ 1,190.40		
Program Ads			\$ 2,545.00		
Total Income				\$ 16,795.23	
Rent	\$ 6,550.00				
Royalties	\$ 540.00				
Set Construction	\$ 1,910.53				
Printing	\$ 1,187.29				
Advertising	\$ 103.28				
Costumes-cash	\$ 326.47				
Costumes-donated	\$ 830.00				
Concession Food	\$ 282.87				
Traveling Thespians Exp	\$ 1,138.17				
Total Expenses		\$ 12,868.61			
<b>TOTAL SHOW INCOME</b>	\$ 3,926.62				

<b>OPERATIONS INCOME</b>					
Grants			\$		
			5,000.00		
Member Dues			\$		
			1,190.00		
Contributions			\$		
			2,024.10		
Corporate Sponsors			\$		
			1,600.00		
Misc Revenue			\$		
			206.19		
				\$	
				10,020.29	
<b>Operations Expenses</b>					
Storage & Other Rental	\$				
	671.50				
Dues & Subscriptions	\$				
	140.00				
Theatre Supplies	\$				
	1,289.32				
License & Permits	\$				
	200.00				
Bank Fees	\$				
	414.56				
Printing & Copying	\$				
	366.43				
Meeting & Misc Expenses	\$				
	488.05				
Insurance	\$				
	691.00				
		\$			
		4,260.86			
<b>Net Operations Income</b>	\$				
	5,759.43				
<b>Net Income M&amp;M</b>	\$				\$
	9,686.05				9,686.05
<b>Ending Balance</b>					\$
					10,736.81

COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Relay For Life of Tigard/Tualatin

City, State, Zip: Tigard, OR 97224

Contact Name: Lily Shorey

Telephone Number: (503) 795-3971

E-mail address: lily.shorey@cancer.org

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

**Cash** \$1,000

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

**Total Request** \$1,000

2. **Purpose of Funding Request:**

The purpose of this funding request is to increase the revenue generated for the American Cancer Society Relay For Life of Tigard/Tualatin by decreasing funds used for track usage and for items such as portapotties and generators for lights. This is a non-profit event and our goal is to keep the expense ratio under 8% and this will be of assistance to achieve that goal.

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

The Relay For Life of Tigard/Tualatin will benefit the Tigard community by providing a community awareness event to have community members join together in the fight against cancer. Not only will it provide funding for research, programs and services but it will increase awareness of the American Cancer Society as a whole, providing direct benefit to the citizens of Tigard who may be affected by cancer. Cancer will affect 1 in 2 men and 1 in 3 women throughout their lifetime.

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

In 2012 the Relay For Life of Tigard/Tualatin had nearly 200 participants, and numerous non-participants coming out for day of event festivities.

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

**In-Kind Services-hours:** Requesting the use of Twality Middle School for the event duration:  
10 AM July 13, 2013- 10 AM July 14, 2013. We may also like to have city staff support for security purposes if possible.

**GW WAOR RFL04 FY12  
Summary**

Event ID: 10000000084544

Event Ext Name: 2012 Relay For Life of Tigard OR  
Washington (OR) 5766344650  
Event Status: In Progress

Event Date: 7/14/2012

Venue: Tualatin High School  
22300 SW Boones Ferry Rd, →  
Tualatin, OR 97062-7373

*changed to  
Tuality*

**Current Year to Date Event Summary**

Estimated Revenue (S)	Amount
General Sponsorship:	\$4,250.00
Teams:	\$21,856.00
Luminaria:	\$0.00
Registration:	\$880.00
Event Level:	\$4,149.00
<b>Total Estimated Revenue:</b>	<b>\$31,135.00</b>

**Prior Fiscal Year Comparison Summary**

Actual Income/Expense (L)	Goal	Current Fiscal Year	Prior YTD Data	Last Fiscal Year
YTD Net Income:				\$26,431.92
Final Net Income:				\$26,431.92
YTD Gross Income:				\$30,165.07
Final Gross Income:				\$30,165.07
Expenses:				\$3,733.15
Expenses Ratio:				12.38 %

Estimated Revenue (S)	Goal	Current Fiscal Year	Prior YTD Data	Last Fiscal Year
General Sponsorship:		\$4,250.00		\$3,500.00
Teams:		\$21,856.00		\$24,899.00
Team Average:		\$753.66		\$957.65
Luminaria:		\$0.00		\$0.00
Event Level:		\$4,149.00		\$3,815.00
<b>Total:</b>		<b>\$31,135.00</b>		<b>\$32,214.00</b>

Registration (S)	Goal	Current Fiscal Year	Prior YTD Data	Last Fiscal Year
Committee Member:		11		5
New Teams:		13		12
Teams:		29		26
Team Members:		171		227

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Templeton Elementary Annual Sock Hop  
Address: 9500 SW Murdock St  
City, State, Zip: Tigard, OR 97224  
Contact Name: Nikki James- PSOParent Member or Robin Akin/Cendy Doyle- PSO CO\_Presidents  
Telephone Number: Nikki James- 503-975-3047  
E-mail address: nikki.james@nike.com or prez@templeton-pso.org

- |    |   |        |
|----|---|--------|
| 1. | <b>Request</b> (express in whole dollar amounts only)   |        |
|    | <b>Cash</b>   | \$1500 |
|    | <b>In-Kind Services-hours</b> (use of City property, City staff support,<br>etc. Please explain the services requested on a separate sheet) | n/a    |
|    | <b>Total Request</b>  | \$1500 |

2. **Purpose of Funding Request:**

The 2013 Templeton Elementary Sock Hop.

The purpose of this event is to raise funds to provide holiday assistance to Tigard families attending Templeton Elementary. We are requesting funds to assist with costs incurred for putting on the event- refreshments, DJ, decorations, school monitor fees, advertising material and other items associated with running the event.

If granted the request for funding we anticipate the ability to raise more money than in previous years which will allow us to serve additional families in the community.

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

In 2012, the Templeton PSO provided assistance to 80 families in the Tigard Community. All proceeds from the sock hop are used to directly fund care baskets with items such as gift cards for gas, heat, food, personal hygiene items, clothing and other necessities. In addition to funds raised, the sock hop collects new socks to provide along with the care baskets.

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

Approximately 300

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

09/17/12

## Templeton PSO Foundation Profit & Loss Budget vs. Actual July 2011 through June 2012

	Jul '11 - Jun 12	Budget
<b>Income</b>		
donation	134.00	
<b>Fundraisers</b>		
Book Fair	3,902.97	
Box Tops for Educ.	1,368.66	1,200.00
Carnival	3,572.61	3,000.00
Coin Drive	1,833.72	
eScrip	2,095.24	1,500.00
Jogathon	15,748.98	14,000.00
Miscellaneous	18.62	
Restaurants	2,926.70	1,000.00
Scrip	105.36	
Sock Hop	0.00	1,000.00
Spring Fundraiser	7,159.32	9,000.00
Target	0.00	300.00
Tigard Festival of Balloons	0.00	225.00
<b>Total Fundraisers</b>	<b>38,732.18</b>	<b>31,225.00</b>
<b>Service Events</b>		
Carnival	0.00	3,000.00
Spirit Wear	42.00	900.00
Yearbook	0.00	2,000.00
<b>Total Service Events</b>	<b>42.00</b>	<b>5,900.00</b>
<b>Total Income</b>	<b>38,908.18</b>	<b>37,125.00</b>
<b>Expense</b>		
<b>Annual Expenses</b>		
Ambassadors	912.93	500.00
Art Literacy	391.91	500.00
Carnival Expenses	4,888.15	3,000.00
Clay	0.00	150.00
DARE	654.70	760.00
Directory	227.98	250.00
Fall Festival	367.82	350.00
Family Nights	0.00	400.00
Field Day	371.07	225.00
Field Trip Transportation	2,434.37	2,800.00
Field Trips	6,000.00	6,000.00
Fifth Grade Party	565.00	600.00
Green Team	199.81	500.00
Holiday Class Parties	1,174.00	610.00
Kinderque	161.98	350.00
Party Treats	0.00	610.00
PE Equipment	3,758.96	1,300.00
Postage	13.85	20.00
Principal Needs	600.00	600.00
Sock Hop	888.33	1,000.00
Spring Auction	343.31	1,000.00
Supplies & Operating Expenses	664.47	100.00
Talent Show Monitor	-59.00	125.00
Teacher Appreciation	200.60	600.00
Teacher Startup	3,000.00	3,250.00
Volunteer Gifts	170.00	100.00
Yearbook Club	603.18	750.00
Yearbook Exp	0.00	2,000.00
Annual Expenses - Other	294.00	
<b>Total Annual Expenses</b>	<b>28,827.42</b>	<b>28,450.00</b>
Bank Charges	25.98	25.00

*last year actual*  
*2011-2012 Budget as approved*

09/17/12

Templeton PSO Foundation  
Profit & Loss Budget vs. Actual  
July 2011 through June 2012

	<u>Jul '11 - Jun 12</u>	<u>Budget</u>
Capital Expenses		
BrainPop	1,575.00	
Projector Bulbs	0.00	1,200.00
toner	0.00	300.00
Total Capital Expenses	<u>1,575.00</u>	<u>1,500.00</u>
Computer Software	0.00	1,495.00
Gifts	0.00	75.00
Jog-A-Thon	770.75	1,000.00
Office	28.00	
Returns	11.00	
Services	3,903.22	
Spirit Wear	2,206.25	
Taxes	175.00	300.00
Website	0.00	10.00
Total Expense	<u>37,522.62</u>	<u>32,855.00</u>
Net Income	<u>1,385.56</u>	<u>4,270.00</u>

09/17/12

# Templeton PSO Foundation Profit & Loss Budget Overview July 2012 through June 2013

*2013 Budget*

Jul '12 - Jun 13

Income

Fundraisers

Box Tops for Educ.	1,200.00	- <i>Kare</i>
E-bay	→ 1,000.00	
eScrip	1,200.00	
Jogathon	18,000.00	
Restaurants	1,500.00	
Spring Fundraiser	9,000.00	
Tigard Festival of Balloons	200.00	

Total Fundraisers 32,100.00

Service Events

Talent Show 125.00

Total Service Events 125.00

Total Income 32,225.00

Expense

Annual Expenses

Ambassadors	750.00	
Art Literacy	300.00	
Carnival Expenses	3,000.00	
Clay	150.00	-
DARE	760.00	- <i>last year</i>
Directory	250.00	
Fall Festival	350.00	
Family Nights	300.00	
Field Day	225.00	
→ Field Trip Transportation	3,800.00	
→ Field Trips	7,000.00	
Fifth Grade Party	700.00	
Green Team	300.00	
Holiday Class Parties	1,250.00	
Kinderque	350.00	
Postage	20.00	
Principal Needs	600.00	
Printing & Paper	300.00	
Sock Hop	1,000.00	
Supplies & Operating Expenses	100.00	
Talent Show Monitor	125.00	
Teacher Appreciation	600.00	
Teacher Startup	3,250.00	
Volunteer Gifts	400.00	
Yearbook Club	250.00	
Yearbook Exp	2,500.00	

Total Annual Expenses 28,630.00

Capital Expenses

BrainPop	1,575.00	-
Projector Bulbs	1,200.00	

Total Capital Expenses 2,775.00

Computer Software

Jog-A-Thon 1,200.00

Spirit Wear

Spirit Wear- Teachers/Staff 600.00

Total Spirit Wear 600.00

*Archers Field*

*AAVRA federal funds for V-marks...*

09/17/12

Templeton PSO Foundation  
Profit & Loss Budget Overview  
July 2012 through June 2013

	Jul '12 - Jun 13
Taxes	250.00
Website	10.00
Total Expense	34,465.00
Net Income	-2,240.00

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 14, 2013

Event Name: Tigard 4<sup>th</sup> of July Celebration  
Address: Tigard 4<sup>th</sup> of July, Inc., 11579 SW Pacific Hwy  
City, State, Zip: Tigard, Oregon 97223  
Contact Name: Ron Royse  
Telephone Number: 503-620-2844  
E-mail address: ron@tigardmusic.com

1.	<b>Request</b> (express in whole dollar amounts only)	
	Cash	\$ 16,800.00
	In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	~ 1,600.00
	<b>Total Request</b>	~\$ 18,400.00

2. **Purpose of Funding Request:**

See letter attached

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

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

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

**Tigard 4th of July, Inc.**  
**A Not for Profit Corporation**  
**(Reinstatement Application Pending)\***  
**FIN 93-1031978**

(503) 620-2844  
Tigard Music  
11579 SW Pacific Hwy  
Tigard, Oregon 97223

February 13, 2013

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

Dear Mr. LaFrance,

The Board of Directors of Tigard 4th of July, Inc., a Non Profit Corporation (Reinstatement Application Pending)\*, submit this letter with enclosures as our Funding Request for the Fiscal Year 2013 - 2014.

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

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

Toby LaFrance  
City of Tigard  
February 13, 2013  
Page 2

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

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

**Last year, the City of Tigard approved an award of \$ 13,000.00 for the 2012/2013 fiscal year. We did not receive a supplemental allowance of \$ 1,500.00 for insurance coverage. We took a total draw on the current budget account in July of 2012.**

For the fiscal year 2013/2014, the Board of Directors of Tigard 4<sup>th</sup> of July, Inc. **requests \$ 15,000.00** in contribution from the City of Tigard **plus approximately \$ 1,800** to assist with insurance costs we are incurring. In recent years the costs have increased, other public/private support has been increasingly difficult to obtain, and the City's insurance carrier no longer allows for the event to be insured as a City event.

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

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

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

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

Toby LaFrance  
City of Tigard  
February 13, 2013  
Page 3

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

Sincerely,

Ron Royse  
President  
RR/dbm

Enclosures

CC: Board Members

**\*Reinstatement Application Pending:**

For many years, non-profit organizations like Tigard 4<sup>th</sup> of July, Inc. were not required to file annual tax returns. Regarding non-profit organizations, the Pension Protection Act of 2006 by Congress "mandated automatic revocation when an organization hasn't filed for three consecutive years". The method for this required filing was electronic via an "e-Postcard". The Internal Revenue Service publications (continually since the enactment of this Act) contain the following; "If you do not file your e-Postcard on time, the IRS will send you a reminder notice." These reminder notices were never submitted to many organizations.

Following the February 13, 2012 notification from the IRS that Tigard 4<sup>th</sup> of July, Inc. had incurred the automatic revocation of its Tax-Exempt (Non-Profit) status for failure to file, Tigard 4<sup>th</sup> of July, Inc., by instruction from the IRS, filed application for reinstatement on June 22, 2012. On July 19, 2012, the IRS issued an acknowledgment of the application. On August 22, 2012, the IRS issued a Status Update. But still, no official re-instatement has been forthcoming.

On February 6, 2013, a phone call to the IRS requesting status information found the following:

Early in 2012, the IRS revoked the Tax-Exempt (Non-Profit) status of over 400,000 organizations nationwide. The IRS staff is "overwhelmed" with the task of reviewing all the requests for re-instatement; as of February 6, 2013, they have not even assigned re-instatement requests received after March 2012 and they cannot advise as when such further assignments may take place.

In the mean time, Tigard 4<sup>th</sup> of July, Inc. (like over 400,000 other Tax-Exempt /Non-Profit organizations in the United States) is required to file Federal and State Corporate Income tax returns. There is no information available to determine at what time this requirement may end.

**TIGARD 4TH OF JULY, INC.**

**Statement of Assets, Liabilities, & Fund Balance (Unaudited) December 31, 2012**

	Current 12 Mo. Period	Year To Date
<b>1000 ASSETS</b>		
1450 Cash - Non Interest Bearing		
1451 Petty Cash	0.00	0.00
1452 General Checking Account	(1,016.32)	0.00
1460 Savings & Temp. Investments		
1461 Savings	0.00	0.00
1470 Accounts Receivable		
1471 Accounts Receivable	0.00	0.00
1476 (Uncollectable Allowance)	0.00	0.00
1480 Pledges Receivable		
1481 Pledges Receivable	0.00	0.00
1486 (Uncollectable Allowance)	0.00	0.00
1490 Grants Receivable		
1491 Grants Receivable	0.00	0.00
1500 Recievables from Related Parties		
1501 Receivables from Directors	0.00	0.00
1510 Other Receivables		
1511 Notes Receivable	0.00	0.00
1516 (Uncollectable Allowance)	0.00	0.00
1520 Inventories For Sale or Use		
1521 Inventories For Sale or Use	0.00	0.00
1530 Prepaid Expenses / Deferred Charges		
1531 Prepaid Expenses	0.00	0.00
1540 Investments - Securities		
1550 Investments - Assets		
1560 Investments - Other		
1570 Equipment		
1571 Equipment	0.00	0.00
1576 (Accumulated Depreciation)	0.00	0.00
1580 Other Assets		
	-----	-----
<b>TOTAL ASSETS</b>	<b>(1,016.32)</b>	<b>0.00</b>
<b>2000 LIABILITIES</b>		
2600 Accounts Payable & Accrued Exp		
2601 Accounts Payable	0.00	0.00
2610 Grants Payable		
2611 Grants Payable	0.00	0.00
2620 Revenue Designated (Future Per.)		
2621 Revenue Designated	0.00	0.00
2630 Loans from Related Parties		
2631 Loans from Directors	(45.66)	(45.66)
2640 Mortgages/Notes Payable		
2641 Notes Payable	0.00	0.00
2650 Other Liabilities		
2651 Other Liabilities	0.00	0.00
	-----	-----
<b>Total Liabilities</b>	<b>(45.66)</b>	<b>(45.66)</b>

Statement of Assets, Liabilities, & Fund Balance (Unaudited) December 31, 2012

	Current 12 Mo. Period	Year To Date
<b>3000 FUND BALANCES</b>		
3670 Current Funds		
3671     Unrestricted Funds	0.00	0.00
3676     Restricted Funds	0.00	0.00
3680 Equipment Fund		
3690 Endowment Fund		
3700 Other Fund		
3710 Capital Stock or Trust Principal		
3711     Capital Stock	0.00	0.00
3720 Paid In or Capital Surplus		
3730 Retained Earnings / Accumulated Income		
3731     Retained Earnings     > 01/01/2011	0.00	(1,016.32)
3732     Current Earnings       > 12/31/2011	1,061.98	1,061.98
	-----	-----
<b>Total Fund Balance</b>	<b>1,061.98</b>	<b>45.66</b>
	-----	-----
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>1,016.32</b>	<b>(0.00)</b>
	(0.00)	0.00

Footnote: Tigard Music Donation ? Not recorded

Footnote: Arrow Mechanical Donation ? Not recorded

Footnote: Tigard Grant Pending 0.00

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

**December 31, 2012**

	<b>Current 12 Mo. Period</b>	<b>Year To Date</b>
<b>4000 INCOME</b>		
4010 Contributions, Gifts, Grants		
4011 Direct Public Support	0.00	0.00
4012 Indirect Public Support	0.00	0.00
4013 Government Grants	(14,000.00)	(14,000.00)
4020 Program Service Revenue		
4030 Membership Dues / Assessments		
4040 Interest Earnings		
4050 Dividends / Interest on Securities		
4060 Net Rental Income		
4061 Gross Rents	0.00	0.00
4066 Rental Expenses	0.00	0.00
4070 Other Investment Income		
4080 Gain / Loss from Sale of Assets		
4081 Gross Sale Amount	0.00	0.00
4086 Cost / Expense	0.00	0.00
4090 Fundraising Events		
4091 Gross Revenues	0.00	0.00
4096 Direct Expenses	0.00	0.00
4100 Gross Profit from Sales		
4101 Gross Sales Less Returns	0.00	0.00
4106 Cost of Goods Sold	0.00	0.00
4107 Cost of Goods Sold	0.00	0.00
4108 Cost of Goods Sold - Permit	0.00	0.00
4110 Other Revenue		
	<hr/>	<hr/>
<b>Total Revenue</b>	<b>(14,000.00)</b>	<b>(14,000.00)</b>
<b>6000 EXPENSES</b>		
6130 Program Service Expenses		
6131 Tigard 4th Celebration	13,788.98	13,788.98
6140 Management & General Expenses		
6141 Bank Service Charges	139.00	139.00
6142 Miscellaneous - Government	1,134.00	1,134.00
6150 Fundraising Expenses		
6151 Miscellaneous	0.00	0.00
6160 Payments to Affiliates		
	<hr/>	<hr/>
<b>Total Expense</b>	<b>15,061.98</b>	<b>15,061.98</b>
	<hr/>	<hr/>
<b>(Excess) or Deficit</b>	<b>1,061.98</b>	<b>1,061.98</b>

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Tigard Area Farmers Market  
Address: Po Box 230421  
City, State, Zip: Tigard Or , 97223  
Contact Name: Kim Marshall, Market Manager  
Telephone Number: 503-201-2631  
E-mail address: manager@tigardfarmersmarket.org

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

Cash	\$8500.00
In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	_____
<b>Total Request</b>	<b>\$8500.00</b>

2. **Purpose of Funding Request:**

The TAFM is focused on bringing farmers, community and non-profits together in a way that benefits all. Farmers grow local produce, plants, and flowers; our Tigard Community members gather together to buy these products; and weekly non-profit booth space gives all the opportunity to give back. Tigard Area Farmers Market. GROW. GATHER. GIVE.

Funds will be used to:

- Support staff efforts
- Increase marketing to improve the connection of the community to the market
  - With our new location at Public Works we will increase signage
- Do healthy food demonstrations
- Support our Market Sprouts Program. A program to bring fresh fruits and veggies to children.

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

- Encourages customer attendance through community outreach - special events and programs designed to enhance the customers experience at the market.
- Promotes the market through its website, newsletter, social media sites, relevant farmers market brochures, chamber marketing programs and other key community relationships such as the City of Tigard.
- Supports non-profit organizations by giving them the opportunity to sell in our Community Service Booth with profits going directly to the organization.
- Provides space for the Master Gardener volunteers to dispense gardening advice to customers, answering their questions and helping them with garden related problems.
- The customers that shop at the Market come to buy locally grown and produced agricultural products, and to feel good about participating in a more sustainable food system. The

responsibility for implementing sustainable practices falls to all of us in the market community, not just to our farmers. For that reason, the Tigard Area Farmers Market has made a commitment to work towards becoming a more earth friendly event. In a sustainable food system, it's not only the food that's important, but also how it is packaged and carried home. We will provide earth friendly bags for customers.

- Provide broad access to fresh produce and artisan items, including to our residents who may be disabled.
- Through the SNAP/EBT (food stamp) match we were able to help our Tigard area citizens stretch their food budgets. Our patrons were able to buy more fresh local fruits and vegetables for themselves and their families.
- The market supports community feeling of Tigard: A Place to Call Home. Our goal is to communicate the benefits of buying local fresh produce:
  - Local foods are fresher and taste better
  - Local foods are seasonal
  - Local foods usually have less environmental impact
  - Local foods preserve green space and farm land
  - Local foods promote food safety
  - Local foods support our local economy
  - Local foods promote variety
  - Local foods create community

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

We see an average of 1500 residents come to the market each Sunday, roughly 62,500 residents over a 25 week season.

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

4:52 PM

01/28/13

Cash Basis

Ordinary Income/Expense

Income

Tigard Area Chamber of Commerce

	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	July 2012	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13
--	--------	--------	--------	--------	--------	--------	-----------	--------	--------	--------	--------	--------

Farmers Market Income												
FM Application Fees		500.00	500.00	100.00	100.00	100.00	100.00	100.00	100.00			
FM City of Tigard Grant		2,500.00										
FM New Seasons Grant		2,000.00										
FM Space Fees			500.00	3,500.00	7,000.00	5,821.00	4,660.00	5,830.00	4,000.00			
FM Sponsorships				250.00	250.00	250.00	250.00					
Total Farmers Market Income	0.00	5,000.00	500.00	3,850.00	7,350.00	14,671.00	5,010.00	5,930.00	4,000.00		0.00	0.00

Expense

Farmers Market Expenses												
FM Admin & Allocations	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00
Total FM Bank Fees	187.00	118.00	118.00	118.00	118.00	121.25	72.75	72.75	72.75	72.75	72.75	72.75
Total FM Insurance	2,205.90	2,205.90	2,205.90	3,036.45	3,036.45	3,036.45	3,036.45	3,036.45	3,036.45	3,036.45	2,205.90	2,205.90
Total FM Leased Staff												
FM Marketing												
FM Promotional Giveaways												
Total FM Marketing												
FM Office Supplies	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Total FM Operating Expenses												
FM Telecommunications	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
FM Cell Phones	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
Total FM Telecommunications												
FM Website Hosting	131.00											
Total Farmers Market Expenses	3,158.90	2,958.90	2,958.90	4,343.45	4,343.45	5,346.70	4,798.20	4,798.20	4,798.20	4,798.20	2,913.65	3,433.65

Net Ordinary Income

	(3,158.90)	2,041.10	(2,458.90)	(493.45)	3,006.55	9,324.30	211.80	1,131.80	(798.20)	(2,913.65)	(3,433.65)
--	------------	----------	------------	----------	----------	----------	--------	----------	----------	------------	------------

4:52 PM  
 01/28/13  
 Cash Basis  
 Ordinary Income/Expense  
 Income

Tigard Area Chamber of Commerce  
**Profit & Loss Budget Overview**  
 July 2012 through June 2013

TOTAL  
Jul '12 - Jun 13

Farmers Market Income	
FM Application Fees	1,600.00
FM City of Tigard Grant	8,500.00
FM New Seasons Grant	2,500.00
FM Space Fees	33,311.00
FM Sponsorships	1,000.00
<b>Total Farmers Market Income</b>	<b>46,911.00</b>

<b>Expense</b>	
Farmers Market Expenses	
FM Admin & Allocations	6,600.00
Total FM Bank Fees	1,200.00
Total FM Insurance	1,262.00
Total FM Leased Staff	31,454.10

FM Marketing	500.00
FM Promotional Giveaways	2,000.00
<b>Total FM Marketing</b>	<b>2,500.00</b>

FM Office Supplies	600.00
<b>Total FM Operating Expenses</b>	<b>2,644.00</b>

FM Telecommunications	0.00
FM Cell Phones	420.00
<b>Total FM Telecommunications</b>	<b>420.00</b>

FM Website Hosting	131.00
<b>Total Farmers Market Expenses</b>	<b>46,811.10</b>

Net Ordinary Income 99.90

## Profit & Loss

January through December 2012  
2012 Actuals

### Ordinary Income/Expense

#### Farmers Market Income

Farmers Market Merchandise	46.00
FM-MISC	140.00
FM Advertising	225.00
FM Application Fees	1,325.00
FM City of Tigard Grant	8,500.00
FM New Seasons Grant	2,500.00
FM Space Fees	34,348.40
FM Sponsorships	450.00
Total Farmers Market Income	<u>47,534.40</u>

#### Farmers Market Expenses

FM Admin.	4,800.00
FM Allocations	1,800.00
Total FM Bank Fees	1,353.34
Total FM Insurance	1,226.23
Total FM Leased Staff	28,379.55
Total FM Marketing	4,307.19
FM Office Supplies	139.76
Total FM Operating Expenses	3,146.47
Total FM Telecommunications	496.31
FM Website Hosting	131.22
Farmers Market Expenses - Other	338.40
Total Farmers Market Expenses	<u>46,118.47</u>

Net Ordinary Income 1,415.93

Net Income 1,415.93

COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Tigard Festival of Balloons  
Address: 19600 SW Cipole Rd.  
City, State, Zip: Tualatin, OR. 97062  
Contact Name: Cindy Padilla / Dave Nicoli  
Telephone Number: 503.612.8204  
E-mail address: cpadilla@dpnicoli.com

1. Request (express in whole dollar amounts only)

Cash - See Attached Letter \$20,000.<sup>00</sup>

In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet) \$65,000.<sup>00</sup>

Total Request \$90,000.<sup>00</sup>

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

3. How will this event benefit the Tigard Community?

This event provides the city with a positive and safe community event that helps many vital non-profits and schools in Tigard raise money and promote local commerce.

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

Approximately 20,000

5. Please submit the following information with this request:

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

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

Please note that a lack of adequate financial information could result in denial of request.



January 17, 2013

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

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

Thanks to the City of Tigard and the community support for more than 28 years, the Festival of Balloons in Tigard has grown to be a premiere community event in Oregon and one of the premiere hot air balloon festivals in the Northwest. In 2012, the Festival of Balloons in Tigard celebrated its 28<sup>th</sup> Anniversary and set the path for continued growth. Event partnerships are critical to the sustainability and growth of this event, especially in this current economic climate. This year, the Festival of Balloons in Tigard, respectfully requests continued increased support from the City of Tigard, to support its efforts to showcase Tigard as the vibrant community it is -- more than just a "suburb of the Portland market".

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

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

Past funding from the City of Tigard annually has been a much-appreciated and vital resource for this event. The in-kind services of approximately \$65,000 that has been provided are essential to the functionality of this community festival. **In 2014 the Festival will celebrate 30 YEARS! To reach additional audiences with more aggressive marketing efforts, to enhance the guests' on-site experience, and due to these tough economic times where corporate sponsorship support has dwindled, the Festival of Balloons requests a \$20,000 cash grant plus the continued in-kind services support.**

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

Thank you for your continued support of this important community event. We look forward to celebrating our 29<sup>th</sup> Anniversary this June 21-23 at Cook Park!

Sincerely,

*Cindy Padilla*

Cindy Padilla  
Executive Director

**Tigard Festival of Balloons, Inc.**  
**Profit & Loss**  
January through December 2012

	<u>Jan - Dec 12</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Food & Beverage	2,791.50
Corporate Events	18,507.79
Car Show Revenue	4,009.80
Soccer Tourney Revenue	19,011.03
Balloons Revenue	1,500.00
Field Merchant Revenue	33,772.25
Admissions Revenue	32,104.97
Parking Revenue	13,600.25
Shuttle Revenue	3,006.50
Sponsorships Revenue	28,402.00
Carnival Revenue	15,000.00
5K Run Revenue	1,452.00
<b>Total Income</b>	<u><b>173,158.09</b></u>
<b>Cost of Goods Sold</b>	
Food and Beverage Costs	3,045.60
Corporate Events Costs	10,016.78
Car Show Costs	2,474.88
Soccer Tourney Costs	16,127.81
Wristband Day Costs	1,029.00
Balloon (Pilot) Costs	12,202.63
Admissions Costs	9,277.54
Parking Costs	10,133.17
Shuttle Costs	4,593.00
<b>Total COGS</b>	<u><b>68,900.41</b></u>
<b>Gross Profit</b>	<u><b>104,257.68</b></u>
<b>Expense</b>	
Advertising	8,677.30
Bank Fees	1,132.91
Dues & Subscriptions	100.00
Equipment Rental and Maint	187.50
Event Staff (Temp)	6,740.00
Food and Beverage	503.70
Insurance	10,497.00
Licenses, Permits, Misc Taxes	134.00
Lighting	1,164.30
Office Supplies	389.20
Mileage	109.18
Misc Expenses	157.28

5:06 PM  
01/17/13  
Cash Basis

**Tigard Festival of Balloons, Inc.**  
**Profit & Loss**  
January through December 2012

	<u>Jan - Dec 12</u>
Port-A-Potties	3,117.63
Professional Fees	43,574.81
Shirts & Clothing	533.48
Signs - Festival	1,338.91
Storage	2,784.00
Telephone & Internet	960.00
Tents and Staging	<u>14,825.75</u>
<b>Total Expense</b>	<b>96,926.95</b>
<b>Net Ordinary Income</b>	<u>7,330.73</u>
<b>Total Other Income (Interest Earned)</b>	4.95
<b>NET INCOME</b>	<u><u>7,335.68</u></u>

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

**Event Name:**

Curtis Tigard Birthday Celebration—April 13, 2013  
THA Annual Meeting—June 8, 2013 at Davidson's Restaurant  
Ice Cream Social—July 20, 2013  
Apple Harvest—September 28, 2013  
Victorian Christmas—December 7, 2013

**Address:** John Tigard House, 10310 SW Canterbury Lane; Mailing address is P.O.  
Box 230402

**City, State, Zip:** Tigard, Oregon 97281

**Contact Name:** Elaine Wallick, Publicity/Grants Chair

**Telephone Number:** 503-590-8690 or Martha Worley at 503-747-9856

**E-mail address:** ewallick07@comcast.net

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

<b>Cash</b>	\$1500.00
<b>In-Kind Services-hours</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	0
<b>Total Request</b>	\$1500.00

2. **Purpose of Funding Request:**

Funding will help defray the costs of the four annual events listed above.

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

The goals of each of the THA events are: 1. To provide a venue where all family members can interact with other Tigard community families or individuals in a wholesome, safe environment. 2. To provide an event that will reacquaint Tigard families with historical American community traditions. 3. To provide events where Tigard families can feel a connection with the community of Tigard and contribute toward the enrichment of the culture that is uniquely Tigard and feel like active participants in community life. 4. Our THA events have free admission so that no family member is prohibited by cost to attend. 5. Each event provides a creative learning opportunity for children. They make a project they can take home. 6. Each event takes place on the grounds of the John Tigard House Museum. A docent-led tour of the House is an opportunity for Tigard residents to learn about the founding of Tigardville and how it grew into today's Tigard.

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

800

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

## Tigard Historical Association 2012 End of Year Financial Report

### General Fund Operating Account

Receipts	\$2,261.22	
Expenditures	\$19,270.72	
<b>Ending Balance</b>		<b>\$27,117.84</b>

(Expenditure highlights for 2012 include construction of the outdoor annex and indoor pantry shelving)

### Preservation Account

Receipts (interest)	\$559.37	
Transfer from Charles Scwaab (account closed by D. Feller)	\$9,679.05	
Expenditures	\$1,492.44	
<b>Ending Balance</b>		<b>\$113,378.95</b>

### Certificate of Deposit (matures 3/7/2013)

Interest (0.449%)	\$420.15	
<b>Ending Balance</b>		<b>\$93,547.82</b>

### Columbia Management (investment)

Beginning Balance 1/1/2012	\$21,333.34	
<b>Ending Balance (+15.4%)</b>		<b>\$24,613.38</b>

Tigard Historical Association 2012

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Year to Date
<b>General Fund</b>													
5.1E+09 Receipts:													
110 Memberships	360.00	20.00	120.00	160.00	90.00	185.00	155.00	50.00	0.00	180.00	0.00	140.00	1,460.00
120 General donations				72.60	30.00		268.27			111.00		94.91	504.18
130.1 C Tigard 100 BD													72.60
140 Corporate Donations				20.00			56.50		25.00	20.25			121.75
300 Gift Shop Sales						3.04		5.56	5.08	4.93	4.47	4.61	27.69
300.1 Interest						75.00							75.00
170 Special Tours													
Misc.													
TOTALS	360.00	20.00	120.00	252.60	120.00	260.00	482.81	55.56	30.08	316.18	4.47	239.52	2,261.22
***Funds transfer fr Invest.													
*Funds Transfer fr Reserve	10,000.00						23,406.03						
*Funds transfers (closed account)													
<b>Expenses:</b>													
710 Collections/Supplies										5.28			5.28
720 Exhibits	16.19		21.93		11.96								50.08
740,750 Home repairs/mntc.	14.30		14.30		51.96		1,193.00	38.13	1,239.96	141.60		26.28	2,719.53
745 SHED Construction	6,786.00		50.00							1,500.00			8,336.00
760 Insurance		1,097.00					123.00		1,663.00				2,863.00
770 Memberships to Org s.						50.00							50.00
780 Office supplies			18.28		48.28	11.13			12.23	12.14			102.06
790 Postage			44.00		90.00	45.00			39.00				218.00
800 Printing			86.75		15.82	156.75			175.78	108.54			543.84
810 Professional Svcs.			100.00			100.00				254.70			454.70
820 Programs					679.72	24.00				130.37	16.25	44.23	894.57
830 Utilities	168.30	222.86	207.80	178.20	197.84	70.20	142.92	187.68	51.88	215.88	161.48	211.89	2,036.93
850 Misc.				1.75		702.00	80.00			9.46			793.23
851 Curtis Tigard Birthdays			75.00	67.25	41.45								183.70
TOTAL	7,004.79	1,319.86	618.06	247.20	1,137.03	1,109.08	1,588.92	225.81	3,181.85	2,377.99	177.73	282.40	19,270.72

Tigard Historical Association

2013 Budget

2013 Projected

Receipts

	2012	2013 Projected
Memberships	\$ 1,460.00	\$ 2,000.00
Donations	\$ 504.18	\$ 500.00
Gift shop sales	\$ 121.75	\$ 120.00
City of Tigard Grant	\$ -	\$ 1,500.00
Other	\$ 175.29	
TOTAL	\$ 2,261.22	\$ 4,120.00

Expenditures

Collections/supplies (pres. fund)	\$ 1,566.46	\$ 1,500.00
Exhibits	\$ 50.08	\$ 100.00
Building repairs/maintenance	\$ 2,719.53	\$ 3,000.00
Insurance	\$ 2,883.00	\$ 3,000.00
Office supplies	\$ 102.06	\$ 150.00
Postage	\$ 218.00	\$ 250.00
Printing	\$ 543.64	\$ 500.00
Professional services	\$ 454.70	\$ 400.00
Programs	\$ 894.57	\$ 900.00
Utilities	\$ 2,036.93	\$ 2,200.00
Misc.	\$ 793.23	\$ 300.00

Repairs and paint for the house and front porch will need to be addressed during 2013. Bids will be solicited, and grants will be sought out to help with these expenses.

EST. 1978



*Enriching our future by  
preserving our past*

February 6, 2013

Toby LaFrance

City Finance Office

City of Tigard

13125 SW Hall Blvd.

Tigard, OR 97223

Dear Mr. LaFrance,

It is my pleasure to submit the attached application and supporting documents for a City of Tigard Events Grant on behalf of the Tigard Historical Association. I became a member of the Association within the past year and I am so impressed with the volunteers and board members and the careful and loving work that goes into planning and operating the annual events at the John Tigard House. The people of Tigard really seem to look forward to these events. They ask important questions about Tigard history and linger to contemplate old photographs and stories. They show pride that the Tigard House and grounds are part of their community. Everyone looks forward to seeing Curtis Tigard who attends as his health allows and greets them warmly.

We appreciate your past grant assistance to THA in holding our events and hope you will continue to support us in 2013.

Sincerely,

Elaine Wallick

Publicity/Grants Chair

: 503-747-9856 \*

PO BOX 230402 TIGARD, OR 97281 \* WWW.TIGARDHISTORICAL.ORG

JOHN TIGARD HOUSE MUSEUM \* 103<sup>RD</sup> & SW CANTERBURY LANE \* TIGARD,  
OREGON

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

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

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

**Cash** for interest on load and field improvements \$ 5,000.00

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

**Total Request** \$

2. **Purpose of Funding Request:**

To offset the annual payment made per 2<sup>nd</sup> amendment of agreement between the City of Tigard and TLL for the 10 year period

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

The Cook Park concessions and baseball fields enhance the recreational opportunities of the youth community of Tigard. Facilities provide a clean, safe and desirable environment for the families of Tigard.

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

Annual estimate at Coop Park for baseball and soccer events, games, practices and tournaments is estimated at 30,000.

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

## Lizbeth Lutz

---

**From:** Steve Martin  
**Sent:** Wednesday, February 20, 2013 2:36 PM  
**To:** Lizbeth Lutz  
**Cc:** Greer Gaston  
**Subject:** RE: Grant application

Hi Liz,

The 2013 Tigard LL payment is \$13,330.02 of the total \$22,704.17 payment due. I think that is 59%.

59% of the total \$5,000 grant is \$2,950.

TLL should get a grant of \$2,950.

But please check my math.

Steve

Steve Martin  
Parks and Streets Manager  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223  
503-718-2583  
[steve@tigard-or.gov](mailto:steve@tigard-or.gov)

---

**From:** Lizbeth Lutz  
**Sent:** Wednesday, February 20, 2013 2:20 PM  
**To:** Steve Martin  
**Subject:** RE: Grant application

I'm just getting back to this as I did not receive any information from Jody and the deadline has past. I didn't receive any request from Southside. I don't have details of this arrangement to figure out their grant amount...any help is appreciated.

---

**From:** Steve Martin  
**Sent:** Thursday, January 31, 2013 8:06 AM  
**To:** Lizbeth Lutz  
**Cc:** Greer Gaston; Brian Rager  
**Subject:** RE: Grant application

Hi Liz,

The payment schedule is attached.

To get the amount of their grant - take their % of the total payment for 2013. And it is the same % of the total \$5,000 grant.

**Lizbeth Lutz**

---

**From:** Jody McGinley <Jody.McGinley@safeway.com>  
**Sent:** Tuesday, February 05, 2013 2:07 PM  
**To:** Lizbeth Lutz  
**Subject:** Grant application  
**Attachments:** 2011-2012 Season Financials Year End.xls; 2012-2013 Season Financials February.xls; Grant Application 2013.pdf

Liz

Attached is the application for the grant to benefit Tigard Little League. I am not sure what the amount of interest will be for our payment due in October so I completed the application for 5,000.00. I have also attached our financials from last year as well as the financials as of today with the 2013 projections. We are still in the process of finalizing the registration numbers and will reforecast based on that income shortly. We are down about 100 kids this year so that will take out approximately 15,000.

Will you confirm that you have received the documents?

Thanks

Jody

"Email Firewall" made the following annotations.

-----  
Warning: All e-mail sent to this address will be received by the corporate e-mail system, and is subject to archival and review by someone other than the recipient. This e-mail may contain proprietary information and is intended only for the use of the intended recipient(s). If the reader of this message is not the intended recipient(s), you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately.

## Lizbeth Lutz

---

**From:** Steve Martin  
**Sent:** Thursday, January 31, 2013 8:06 AM  
**To:** Lizbeth Lutz  
**Cc:** Greer Gaston; Brian Rager  
**Subject:** RE: Grant application  
**Attachments:** Attached Image

Hi Liz,

The payment schedule is attached.

To get the amount of their grant - take their % of the total payment for 2013. And it is the same % of the total \$5,000 grant.

Their payment is \$13,330.02 and the total is (\$13,330.02 + \$9,374.15 (Southside's payment) = \$22,704.17).

I think it is around 59% of the grant, but I'll let you do the math, to be sure, 'cause I'm in too big a hurry – I've got to leave.

Steve

Steve Martin  
Parks and Facilities Manager  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223  
503-718-2583  
[steve@tigard-or.gov](mailto:steve@tigard-or.gov)

---

**From:** Lizbeth Lutz  
**Sent:** Thursday, January 31, 2013 7:36 AM  
**To:** Steve Martin  
**Subject:** FW: Grant application

HELP!

---

**From:** Jody McGinley [<mailto:Jody.McGinley@safeway.com>]  
**Sent:** Wednesday, January 30, 2013 6:46 PM  
**To:** Lizbeth Lutz  
**Subject:** Grant application

Liz

I am getting the details together to apply for the grant – do you know what our interest will be for this year?

Thanks

Cook Park Repayment Schedule Coupon

034145                      045842

	Payment #	Southside Soccer		Tigard Little League		City Grant/ Interest Payment
		Field Payment	Concession	Field Payment	Concession	Check Swap
<b>2003</b>						
1-May	1	\$ 7,500.00		\$ 7,500.00		
1-Jul						\$ 5,000.00 ✓
<b>2004</b>						
1-May	2	\$ 7,500.00		\$ 7,500.00		
1-Jul						\$ 5,000.00 ✓
1-Oct	3		\$ 3,867.72		\$ 5,989.14 <sup>2005</sup>	
<b>2005</b>						
1-May	4	\$ 7,500.00		\$ 7,500.00		
1-Jul						\$ 5,000.00 ✓
1-Oct	5		\$ 4,622.07		\$ 6,994.79 <sup>2006</sup>	
<b>2006</b>						
1-May	6	\$ 7,500.00		\$ 7,500.00		
1-Jul						\$ 5,000.00 ✓
1-Oct	7		\$ 5,576.32		\$ 8,266.95	
<b>2007</b>						
1-Jul						\$ 5,000.00 ✓
1-Oct	8		\$ 12,607.26		\$ 17,640.25	
<b>2008</b>						
1-Jul						\$ 5,000.00 ✓
1-Oct	9		\$ 12,278.88		\$ 17,202.48	
<b>2009</b>						
1-Jul						\$ 5,000.00 ✓
1-Oct	10		\$ 12,373.66 ✓		\$ 17,328.82 ✓	
<b>2010</b>						
1-Jul						\$ 5,000.00 ✓
1-Oct	11		\$ 11,925.15 ✓		\$ 16,730.89 ✓	
<b>2011</b>						
1-Jul		82160 6624	13538.02	79235 2844	16148.14	19098.14 \$ 5,000.00
1-Oct	12		\$ 11,488.03 ✓		\$ 16,148.14 ✓	2950.00
<b>2012</b>						
1-Jul						\$ 5,000.00
1-Oct	13		\$ 10,953.56		\$ 15,435.61	
<b>2013</b>						
1-Oct	14		\$ 9,374.15		\$ 13,330.02	
<i>Red Italicized = Paid</i>						
-----						
Check your club:		<input type="checkbox"/> Tigard Little League		<input type="checkbox"/> Southside Soccer		
Date				Payment #		
Amount \$				Check #		
Please make check payable to: the Atfalati Recreation District						
Mail to: 19600 SW Cipole Rd., Tualatin, OR 97062						

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 14, 2013

Event Name: Tigard Safety Town  
Address: PO Box 230726  
City, State, Zip: Tigard, Oregon 97281  
Contact Name: Jenny Davis  
Telephone Number: 503-267-0819  
E-mail address: jlbDavis@frontier.com

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

<b>Cash</b>	\$4000.00
<b>In-Kind Services-hours</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	_____
<b>Total Request</b>	\$4000.00

2. **Purpose of Funding Request:**

The purpose of the funding request is to help maintain a relatively low cost program for participants. Tigard Safety Town is dedicated to providing a quality program that is affordable for families. In 2011 and 2012 the cost to operate Tigard Safety Town increased. We would like to use the city funds to offset the recent increase in charges we have incurred from the Tigard Tualatin School District for the use of Mary Woodward Elementary.

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

Tigard Safety Town benefits the Tigard community by providing safety instruction to kindergarteners and first graders. Safety Town is a nine day program that teaches children ages 5 and 6 about safety through the use of live speakers, films, art projects, music and hands on activities such as riding Kett Cars in our own little Safety Town. Children learn about bicycle, pedestrian, water, home, fire, electrical, and personal safety. The community based, volunteer program partners with organizations such as the Tigard Police Department, Tualatin Valley Fire Department, PGE, and Poison Prevention to provide meaningful safety instruction to young children. In addition to providing safety instruction to incoming kindergarteners and incoming first graders, we provide service opportunities for middle school students. Approximately 20 middle school students are interviewed and trained by our certified teachers to serve as student instructors. Many of the student instructors participated in Tigard Safety Town as 4-6 year olds and return to serve other children. In 2012 Tigard Safety Town celebrated its 40th year serving the children and youth in our community. Tigard Safety Town is coordinated each year by a committed group of parent volunteers who serve on the Board of Directors.

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

We anticipate 170 Tigard residents will participate in the program.

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

Supplemental information. Tigard Safety Town has been saving and planning for capital improvements. We also carry a balance in the event that unexpected expenses arise, as they did recently with the increase in rent from Tigard Tualatin School District. Our commitment is to keep the program cost for participants low, while still providing a quality safety program. Thank you.

**Tigard Safety Town  
Financial Statement  
2013 Budget Year**

	<b>2013 Budget</b>	<b>2013 Actual</b>
<b>INFLOWS</b>		
Donations Received	3000	
Grants	4000	
Tuition	9425	
<b>TOTAL INFLOWS</b>	<b>\$16,425.00</b>	<b>\$0.00</b>
Financial Aid - Scholarships	300	
<b>OUTFLOWS</b>		
Bank Charges	0	
Board Expenses	450	
Equipment	0	
Gift Certificates - Student Helpers	960	
Gifts - Speakers	200	
Gifts - Sponsors	200	
Insurance	3000	
Maintenance : House and Car	2000	
Maintenance : Painting Blacktop	0	
Miscellaneous	200	
Post Office Box Rental	70	
Payroll Expenses	3600	
Postage	100	
Printing	400	
Publicity	150	
Rent	4550	
Special Programs	0	
Supplies		
Art Supplies	150	
Lanyards	2300	
Office Supplies	100	
Supplies/Other	200	
Registration	50	
Student Instructor Party	150	
T-shirts	1200	
Tax and Licenses	60	
Website Set-up and Maintenance	200	
<b>TOTAL OUTFLOWS</b>	<b>\$20,290.00</b>	<b>\$0.00</b>
<b>NET CASH INFLOW (OUTFLOWS)</b>	<b>-\$3,865.00</b>	<b>\$0.00</b>
<b>BEGINNING CASH</b>	<b>\$20,178.46</b>	<b>\$20,178.46</b>
<b>ENDING CASH</b>	<b>\$16,313.46</b>	<b>\$20,178.46</b>

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

	<b>2012 Budget</b>	<b>2012 Actual</b>
<b>INFLOWS</b>		
Donations Received	3000	1825
Grants	4500	4000
Tuition	9425	9430
<b>TOTAL INFLOWS</b>	<b>\$16,925.00</b>	<b>\$15,255.00</b>
Financial Aid - Scholarships	300	260
<b>OUTFLOWS</b>		
Bank Charges	0	
Board Expenses	450	290.48
Equipment	0	
Gift Certificates - Student Helpers	960	960.00
Gifts - Speakers	200	170.00
Gifts - Sponsors	200	
Insurance	3000	2945.00
Maintenance : House and Car	1000	46.34
Maintenance : Painting Blacktop	0	
Miscellaneous	0	461.45
Post Office Box Rental	70	86.00
Payroll Expenses	3600	3600.00
Postage	100	25.20
Printing	400	120.00
Publicity	150	
Rent	4550	4051.00
Special Programs	0	
Supplies		
Art Supplies	150	133.53
Office Supplies	100	74.53
Supplies/Other	0	
Registration	50	
Student Instructor Party	150	156.00
T-shirts	1200	1316.45
Tax and Licenses	60	60.00
Website Set-up and Maintenance	200	
<b>TOTAL OUTFLOWS</b>	<b>\$16,590.00</b>	<b>\$14,495.98</b>
<b>NET CASH INFLOW (OUTFLOWS)</b>	<b>\$335.00</b>	<b>\$759.02</b>
<b>BEGINNING CASH</b>	<b>\$19,419.44</b>	<b>\$19,419.44</b>
<b>ENDING CASH</b>	<b>\$19,754.44</b>	<b>\$20,178.46</b>

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 14, 2013

Event Name: Tualatin Riverkeepers' Nature Recreation Events  
Address: 11675 SW Hazelbrook Drive  
City, State, Zip: Tualatin, OR 97062  
Contact Name: Monica Smiley  
Telephone Number: 503-218-2580  
E-mail address: monica@tualatinriverkeepers.org

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

<b>Cash</b>	\$2,500.00
<b>In-Kind Services-hours</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	\$1,000
<b>Total Request</b>	\$3,500

2. **Purpose of Funding Request:**

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

**Goal :** Tualatin Riverkeepers (TRK) will provide canoe and kayak experiences on the Tualatin River for 700 participants at Cook Park in Tigard. Each spring TRK recruits and trains a new corps of volunteer Paddle Trip Leaders. Guides lead 1,000 people on paddle trips annually to promote the beauty and recreation opportunities of the Tualatin River. With fleets of canoes and kayaks, donated by the Washington County Visitors Association, TRK is able to serve residents of Tigard, neighboring cities and visitors as well.

**Nature Day Camp, Cook Park, 80 participants.**

Campers participating in Summer Nature Day Camps at the Dirkson Nature Park will participate in a one-day river adventure paddle trips. Their float trip will both start and end at Cook Park.

**Cook Park Summer Boat Rentals, Weekends, 10am – 7pm, July – September, 400 participants.** Cook Park Boat Rentals will continue to expand opportunities to experience the Tualatin River through paddle recreation by making boats and gear available to the public for rent seasonally. Nearly 500 paddlers have been served through Cook Park Boat Rentals since the operation began in 2011.

**Public Tours, Two Paddle Trips, 50 participants.** TRK will coordinate a minimum of two public tours on the Tualatin launching from Cook Park. Paddlers will have the opportunity to experience the Tualatin led by TRK's experienced guides. Perfect for first-time paddlers, families with children or anyone who would like a little extra help, TRK provides volunteer support to make the recreation experience fun and accessible

for all abilities. TRK handles all event registration through its web site at [tualatinriverkeepers.org](http://tualatinriverkeepers.org).

**Guided Kayak Tours, Four Summer Dates TBD at Cook Park, 100 participants.**

TRK coordinates with corporate and private groups to provide guided group experiences on the River.

**Tualatin River Clean Up Via Canoe, Event Dates TBD, 70 participants.**

TRK will engage 70 participants in on the river clean up. For new audiences, river clean up provides a tangible environmental volunteer experience coupled with all the beauty, wildlife and solitude of a nature recreation adventure. TRK will host one clean up event that is open to the public and one corporate event that will focus clean up efforts on the River as it flows through Cook Park.

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

TRK will provide canoe and kayak experiences on the Tualatin River for 700 people at Cook Park in Tigard. Of those, 400 will be residents of Tigard.

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

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

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

TRK will provide canoe and kayak experiences on the Tualatin River for 700 people at Cook Park in Tigard. Of those, 400 will be residents of Tigard.

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

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

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

Please note that a lack of adequate financial information could result in denial of request.

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

TRK requests storage of canoes and kayaks for seasonal use at the Cook Park Maintenance Compound. TRK estimates storage space from July – September at Cook Park at \$1,000. TRK recognizes that receipt of grant funds does not guarantee use of storage space. TRK will acquire all permits needed to provide services described in this application.

**TUALATIN RIVERKEEPERS**

**2012 Actuals / 2013 Budget**

	2013 Budget	2012 Actuals
<b>Revenue</b>		
New Revenue		
Contributions	7,000	11,509
Memberships	40,000	41,223
Grant Income Pending	115,000	114,606
ESOR	6,700	4,684
Special Events	65,000	59,026
Program Service Fees	31,000	29,378
Interest	25	13
Merchandise Sales	500	685
Misc Revenue		1,460
<b>Total Revenue</b>	<u>265,225</u>	<u>262,584</u>
Released from Restriction		
Foundation Grants	16,000	
Government Grants/Contracts	80,700	
	<u>96,700</u>	<u>29,137</u>
<b>Total</b>	<u>361,925</u>	<u>291,721</u>
<b>Expenses</b>		
Personnel		
Executive Director FT	55,000	53,828
Advocacy manager PT	35,000	32,903
Environmental Education Coordinator FT	32,000	30,800
Office Administration PT	16,000	15,815
Salaries	138,000	133,346
Payroll Taxes	15,000	13,134
Health Care	7,596	6,957
Retirement	3,600	7,650
Payroll fees & charges	1,236	1,320
<b>Total Personnel Expenses</b>	<u>165,432</u>	<u>162,408</u>
Operating		
Contract Services	57,964	38,310
Events Expense	16,750	15,565
Occupancy	3,750	3,690
Postage & Printing	9,000	6,892
Audit/Review	10,000	9,515
Office Costs	8,000	7,898
Insurance	9,186	9,579
Staff Development	3,500	2,208
Travel	2,580	2,790
Equipment Expenses	4,000	3,568
Advertising	1,618	1,363
Misc (CC & Bank Fees)	2,600	3,521
Meetings/Food & Beverages	650	853
Membership/Volunteer	600	499
Board Development	200	200
Professional Dues & Membership	450	457
Business Licenses & Fees	350	343
Subscriptions / Publications	560	560
<b>Total Operating Expenses</b>	<u>131,758</u>	<u>270,219</u>
<b>Total Expenses</b>	<u>297,190</u>	<u>270,219</u>
<b>Increase/(Decrease) in Net Assets</b>	<u>64,735</u>	<u>21,502</u>

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 14, 2013

Event Name: Tualatin Valley Community Band ([www.tvcb.org](http://www.tvcb.org))  
Address: P.O. Box 230773, Tigard, Oregon 97281-0773  
Contact Name: Phillip Pasteris, Board President  
Telephone Number: 503-639-9740 (h), 503-201-6908 (cell)  
E-mail address: [phil.pasteris@frontier.com](mailto:phil.pasteris@frontier.com)

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

**Cash**

**\$2,000**

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

**In-Kind Request:** Use of the Bishop-Scheckla Structure in Cook Park on Tuesday evenings for weekly rehearsals and free public summer concerts during June and July 2013. Tigard has already reserved the facility for TVCB use.

**Total Request**

**\$2,000**

2. **Purpose of Funding Request:**

To partially fund six free (no admission fee) concerts for the Tigard Community. Funds provided will also be used to purchase music, performance venue rental (when not donated), and advertising to promote concerts to the community. These concerts also provide a performance opportunity for school-aged youth and adult members of the community. With community support, our all-volunteer organization is able to provide "live music" to local residents who may not be able to travel great distances, such as the Summerfield and King City Communities.

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

Our free family-friendly concerts are offered throughout the year, promoting the values of the community and offering an opportunity for members of the Tigard Community, to be exposed to a quality cultural experience. Not only do community members of all ages attend and enjoy TVCB's performances, but our members range in age from 14 – 80+. During 2012 TVCB performed six free concerts in the Tigard area.

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

Over 50% of our band members are residents of Tigard. Our concerts are open to the general public and we will perform before 1,500 to 2,000 people in those six concerts, not including the 4<sup>th</sup> of July celebration, which always has a substantial gathering. The "Music Is for Life" concert brings together the band and students from within the Tigard/Tualatin School District and donations received at that concert go directly to our scholarship program. We will play at the Tigard 4<sup>th</sup> of July Fireworks celebration and our "Sounds of Summer" concert in Cook Park is always well attended (many residents bring picnics and their families play nearby while enjoying the music). Our Winter Holiday concert regularly fills Deb Fennell auditorium.

In 2013, we also anticipate offering a 'themed' concert in May or June, and are planning to perform for the Tigard Tree Lighting in December. Finally, our summer rehearsals on Tuesday evenings at the Cook Park gazebo are attended by residents who come down just to listen to us rehearse – makes for a pretty pleasant summer evening.

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

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

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

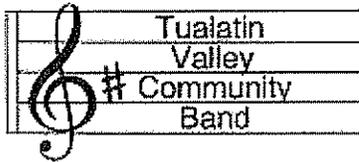
Please note that a lack of adequate financial information could result in denial of request.

**Exhibit 1**

*Most recent TVCB annual budget compared with the prior year's actual revenues and expenditures for the period 1/1/2012 to 12/31/2012 and TVCB Board adopted 2013 budget.*

<b>TVCB PLANNING BUDGET 12/31/2012</b>			
	<b>BUDGET 2012</b>	<b>ACTUAL FY-2012</b>	<b>Adopted FY-2013</b>
<b>GENERAL FUND</b>			<b>\$16,601.91</b>
<b>INCOME</b>			
Membership (Shirt-Folio)		\$31.42	
CD Archive Sales	\$200.00	\$74.00	\$0.00
Donations	\$3,100.00	\$4,002.42	\$3,900.00
Folio Purchase	\$139.30		\$65.00
TVCB Shirt Sales	\$250.00		\$210.00
Interest Income Checking	\$25.00	\$20.90	\$25.00
Replacement Music			
<b>TOTAL INCOME</b>	<b>\$3,714.30</b>	<b>\$4,097.32</b>	<b>\$4,200.00</b>
<b>EXPENSES</b>			
Ads - Publicity	\$100.00	\$0.00	\$25.00
Business Tax (State of Oregon)	\$80.00	\$60.00	\$60.00
Insurance	\$500.00	\$497.00	\$525.00
Office Supplies	\$30.00	\$48.98	\$50.00
P O Box Rent	\$46.00	\$46.00	\$58.00
Postage	\$22.00	\$7.92	\$10.00
CD Costs (Concert Recording)	\$300.00	\$200.00	\$200.00
Entry Fees	\$150.00	\$150.00	\$150.00
Rehearsal space (was:Paid to TTSD (Rental))	\$200.00	\$0.00	\$0.00
Finance Charge			
Rent Paid (Concerts)	\$1,400.00	\$45.26	\$1,500.00
Concert Expenses	\$75.00	\$7.98	\$25.00
Music Performance Rights	\$550.00	\$550.00	\$275.00
Instrument Rental (TTSD)			
Instrument Service			
Instruments			
Printing			
Donations			
TVCB Shirts	\$200.00	\$242.00	\$105.00
Music Purchases	\$800.00	\$860.55	\$900.00
Music shipping	\$80.00	\$70.96	\$80.00
Shipping (music return)	\$50.00	\$14.55	\$40.00
Folios			\$0.00
Misc. (audio system)	\$500.00	\$0.00	\$0.00
<b>TOTAL EXPENSES</b>	<b>\$5,083.00</b>	<b>\$2,801.20</b>	<b>\$4,003.00</b>
<b>(INCOME-EXPENSES)</b>	<b>-\$1,368.70</b>	<b>\$1,296.12</b>	<b>\$197.00</b>
<b>SCHOLARSHIP FUND</b>			
Starting Balance	\$2,681.02	\$2,681.02	\$2,754.42
Interest Income CD Scholarship	\$120.00	\$123.40	\$120.00
Scholarship Donations	\$240.00	\$450.00	\$240.00
<b>Total Income</b>	<b>\$360.00</b>	<b>\$573.40</b>	<b>\$360.00</b>
Expenses	\$1,500.00	\$500.00	\$500.00
<b>Final Balance</b>	<b>\$1,541.02</b>	<b>\$2,754.42</b>	<b>\$2,614.42</b>
<b>NET BALANCE CHANGE</b>	<b>-\$1,140.00</b>	<b>\$73.40</b>	<b>-\$140.00</b>

*Budget notes: Anticipated major income sources: City of Tigard \$2,000, free will donations at concerts \$1,000, Intel volunteer grants \$700, 4<sup>th</sup> of July Committee \$200. Anticipated major expenditures are venue rental \$1,500, music purchase \$900, and liability insurance \$525. Authorized positions are President, Treasurer, and Secretary. All positions are uncompensated.*



*Tualatin Valley Community Band  
P.O. Box 230773  
Tigard, OR 97281-0773*

February 11, 2013

Mr. Toby LaFrance  
Finance and Informational Services Director  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223

Dear Mr. LaFrance,

I am pleased to submit our 2013 community events grant request to the City of Tigard. I believe the material provided is complete. If you have any questions about the content of this application, do not hesitate to contact me at 503-639-9740 or [phil.pasteris@frontier.com](mailto:phil.pasteris@frontier.com).

We look forward to working with the City of Tigard to continue our tradition of serving the Tigard Community with quality, live musical performances and opportunities for all to participate in our organization.

Sincerely,

A handwritten signature in cursive script that reads "Phil Pasteris".

Phil Pasteris  
President, Tualatin Valley Community Band

Cc: Tualatin Valley Community Band Board of Directors, TVCB, P.O. Box 97281-0773, Tigard, OR 97281-0773

AIS-1264

3. A.

**Business Meeting**

**Meeting Date:** 04/09/2013

**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

**Public Hearing:**

**Publication Date:**

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**Information**

**ISSUE**

Approve City Council meeting minutes.

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve minutes as submitted.

**KEY FACTS AND INFORMATION SUMMARY**

Attached council minutes are submitted for City Council approval. The January 29 minutes will be attached no later than Thursday, April 4 or rescheduled to a future council date.

**OTHER ALTERNATIVES**

N/A

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

January 29, 2013, City Council Minutes (Placeholder)

February 5, 2013 CCDA, City Council and LCRB Minutes

February 19, 2013 City Council Minutes

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**City of Tigard**  
Tigard CCDA, City Council & LCRB Minutes  
February 5, 2013

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1. SPECIAL MEETING

- A. Mayor Cook called the meeting to order at 6:32 p.m.
- B. Roll Call –

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Cook	✓	
Council President Henderson	✓	
Councilor Buehner	✓	
Councilor Snider	✓	
Councilor Woodard	✓	

Staff present: City Manager Wine, Assistant City Manager Newton, Public Works Director Koellermeier, Community Development Director Asher, Redevelopment Project Manager Farrelly, City Attorney Jeff Bennett, City Recorder Wheatley

- C. Pledge of Allegiance
- D. Council Communications & Liaison Reports

Councilor Woodard reported on MACC activities, which included negotiations with Comcast this year. He reviewed customer service issues Comcast is addressing.

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

**CITY CENTER DEVELOPMENT AGENCY MEETING**

Chair Cook convened the CCDA Executive Session at 6:37 p.m.

- 2. EXECUTIVE SESSION: The Tigard City Center Development Agency went into Executive Session to discuss real property transactions under ORS 192.660(2) (e).

CCDA Executive Session concluded at 7:28 p.m. and the CCDA convened into open session to review the Consent Agenda:

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**TIGARD CCDA, CITY COUNCIL & LCRB MINUTES – FEBRUARY 5, 2013**

3. CITY CENTER DEVELOPMENT AGENCY CONSENT AGENDA

A. Approve City Center Development Agency Meeting Minutes:

1. December 4, 2012

Motion by CCDA Director Buehner, seconded by CCDA Director Woodard, to approve the CCDA Consent Agenda.

The motion was approved by a unanimous vote of CCDA members present:

Chair Cook	Yes
Director Henderson	Yes
Director Buehner	Yes
Director Snider	Yes
Director Woodard	Yes

4. ~~RECEIVE REPORT ON DEVELOPER INTERVIEWS-~~

**This item postponed to the March 5, 2013, CCDA Meeting.**

At 7:29 p.m. Chair Cook announced the CCDA meeting had concluded and the Tigard City Council was now in session.

### CITY COUNCIL MEETING

Mayor Cook convened the council Executive Session at 7:30 p.m.:

- EXECUTIVE SESSION: The Tigard City Council went into Executive Session to discuss exempt public records under ORS 192.660(2) (f).. **This Executive Session was added to the agenda on 1/30/2013.**

City Council Executive Session concluded at 7:46 p.m.

Council members moved from the Red Rock Creek Conference Room to the Town Hall room to conduct the remaining council agenda items:



5. CITY COUNCIL CONSENT AGENDA

A. Approve City Council Meeting Minutes:

- 1. November 13, 2012
- 2. November 20, 2012
  - ~~November 27, 2012~~ - Minutes will be rescheduled.
  - ~~December 18, 2012~~ - Minutes will be rescheduled.
- 3. January 10, 2013

B. Receive and File: (This agenda item was added on January 30, 2013.)

- 1. 2012 Fourth Quarter Goal Update
- 2. 2013 City Council Appointment Matrix

Motion by Councilor Buehner, seconded by Councilor Woodard, to approve the Consent Agenda.

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

Mayor Cook	Yes
Council President Henderson	Yes
Councilor Buehner	Yes
Councilor Snider	Yes
Councilor Woodard	Yes

Mayor advised the council would now meet as the Local Contract Review Board:

**LOCAL CONTRACT REVIEW BOARD MEETING**

6. LOCAL CONTRACT REVIEW BOARD (LCRB)

CONSIDER AWARD OF DIRKSEN NATURE PARK PROPERTY DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTATION TO WH PACIFIC



- Finance Sr. Management Analyst Barrett presented the staff report. The bid process was through a qualification-based Request for Proposal for park property design development and construction documentation. Under this state-regulated process the city must look at criteria other than price and talk to the proposers in accordance with criteria.
- LCRB members had questions about the process and how the \$457,650 was agreed upon for the project. The evaluation and negotiations for a price on the project was led by the city's engineering staff. If this process is used in the future, LCRB members requested that staff members conducting the evaluation and price negotiations be present and available to respond to board members' questions when the LCRB considers the contract.

- Motion by Director Buehner, seconded by Director Snider, to award the contract for property design development and construction documentation for Dirksen Nature Park to WH Pacific and authorize the city manager to carry out the necessary actions to execute the contract.

The motion was approved by a unanimous vote of Local Contract Review Board members present:

Chair Cook	Yes
Director Henderson	Yes
Director Buehner	Yes
Director Snider	Yes
Director Woodard	Yes

LCRB meeting concluded and the Tigard City Council meeting reconvened:

### **CITY COUNCIL MEETING**

#### 7. CONSIDER ORDINANCE TO EXTEND PGE NON-EXCLUSIVE UTILITY FRANCHISE



- Assistant to the City Manager Mills presented the staff report. Significant progress has been made on renewal negotiations for the non-exclusive electrical utility franchise agreement with Portland General Electric (PGE).
- The current agreement will expire on February 23, 2013.
- The issue before council was to adopt a proposed ordinance to extend the PGE franchise four months, to June 23, 2013, to allow time for franchise negotiations.
- Motion by Councilor Buehner, seconded by Councilor Woodard, to adopt Ordinance No. 13-02.

**ORDINANCE NO. 13-02 AN ORDINANCE EXTENDING THE TERMINATION DATE OF ORDINANCE 93-07, GRANTING A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE TO PORTLAND GENERAL ELECTRIC COMPANY, AND DECLARING AN EMERGENCY AND AN EFFECTIVE DATE**

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

Mayor Cook	Yes
Council President Henderson	Yes
Councilor Buehner	Yes
Councilor Snider	Yes
Councilor Woodard	Yes

### **TIGARD CCDA, CITY COUNCIL & LCRB MINUTES – FEBRUARY 5, 2013**

8. RECEIVE UPDATE ON CLEAN WATER SERVICES PLAN DISTRICT



- Associate Planner Floyd presented the information for this agenda item.
- The council received an update on a development code amendment package that proposes new land use regulations for the Durham Advanced Wastewater treatment facility.
- The council will consider development code amendments that propose new land use regulations for an existing wastewater treatment plant located within the city limits at a public hearing scheduled for March 12, 2013.

9. COUNCIL LIAISON REPORTS: None.

10. NON AGENDA ITEMS: None.



11. ADJOURNMENT: 8:27 p.m.

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

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

Mayor Cook	Yes
Council President Henderson	Yes
Councilor Buehner	Yes
Councilor Snider	Yes
Councilor Woodard	Yes

\_\_\_\_\_  
Catherine Wheatley, City Recorder

Attest:

\_\_\_\_\_  
Mayor, City of Tigard

Date: \_\_\_\_\_

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**City of Tigard**  
**Tigard City Council Workshop Agenda**  
**February 19, 2013**

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1. WORKSHOP MEETING



- A. At 6:34 p.m. Mayor Cook called the meeting of the Tigard City Council to order.
- B. Deputy City Recorder Krager called the roll.

	Present	Absent
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Buehner		✓
Council President Henderson	✓	
Councilor Snider	✓	

- C. Pledge of Allegiance
- D. Council Communications & Liaison Reports – None
- E. Call to Council and Staff for Non-Agenda Items – City Manager Wine said she will bring a non-agenda item forward at the end of the meeting.

2. ANNUAL REPORT – TIGARD MUNICIPAL COURT

Judge O'Brien and Administrative Services Manager Robinson updated council on Tigard's municipal court programs. Judge O'Brien gave a PowerPoint slide show that is included in the packet for this meeting. He discussed highlights of the 2012 calendar year.

2012 highlights include:

- A record volume of violations were filed – 9,105, a 9% increase over 2011
- 1,160 violations in August – a record number for a single month
- 93% of cases were closed within 90 days
- 857 violations docketed for trials

**TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

 Judge O'Brien described how the city adjusted to the increased caseload. Court personnel FTE increased from 2.5 to 3.0 in 2010. Technology upgrades had a big impact, including electronic citations which take three minutes for an officer to complete vs. 15 minutes to handwrite a citation. Electronic transmission of data saved clerks time transferring data into the system. Cite-Pay USA was introduced to receive online payments and 2,600 payments were made online last year.

 Judge O'Brien said the top five violation types were speeding, traffic control, cell phone use, following and seatbelt violations. Judge O'Brien referred to Senate Bill 9 which raises penalties for cell phone violations from a \$110 presumptive fine to a \$260 presumptive fine. He said it seems likely to pass, and if it does there may be an increased volume of people coming to court and more of them may be requesting trials. He said following violations have increased and Tigard police are aggressive about this because it is the single largest cause of collisions on Tigard's streets and highway.

 The Compliance Program covers license and insurance violations. Insurance violations are dismissed under Oregon state statutes if the person can prove they had valid insurance at time of the stop. Fines are reduced for license, insurance and equipment violations upon proof of compliance. Dismissals occur in appropriate cases, usually with an administrative fee.

 Referring to the court public information program, Judge O'Brien said having drivers come to court is an opportunity to provide driver safety education and influence their future driving behavior. He said court staff provides information at the counter and in the courtroom. Judge O'Brien continues to write a monthly article for the Cityscape called, "Rules of the Road."

Diversion programs in Tigard are available for drivers age 18 and under, over the age of 60, or violators of seatbelt laws. To qualify for a diversion program a driver must have had a clear DMV record for the past five years, pay an administrative fee equal to the fine, and attend the approved safety class within 90 days. The case is then dismissed and there is no DMV entry. He said this program is revenue-neutral for Tigard's municipal court. Judge O'Brien is working with Police Public Information Officer Wolf on a distracted driver program being developed with private grant money. This may be added to the city's diversion programs.

Judge O'Brien said if Tigard's peer court is reinstated, youth crimes will be screened to determine which court is appropriate: the juvenile court in Hillsboro, Tigard's peer court or Tigard's youth court. Judge O'Brien said there were no juvenile misdemeanors filed in 2012. Peer court was discontinued last fiscal year due to budget cutbacks but staff is in the process of reactivating it. The order allowing Tigard to hold youth court is still in effect so it can be restored. He said a complication in terms of how it operates is that the city may now be required to provide court-appointed attorneys. This is a case on appeal to the Supreme Court. If such a requirement is upheld, it could make the program problematic. Another appellate case affecting courts makes it difficult to suspend anyone's license that is on a payment

## **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

agreement. Judge O'Brien said suspension is an effective tool to collect a judgment and it is used routinely (12% of caseload).

Pending legislation was discussed:

- Senate Bill 9 - Raises the fine for cell phone violations
- 2012 Court of Appeals decision limiting the DMVs ability to suspend for nonpayment of fines - a legislative fix is pending
- Senate Bill 180 would reduce state's \$60 priority share to \$45

 Judge O'Brien said improved technology includes better police helmet cameras and electronic ticketing devices. The high-quality police helmet cameras make video evidence files easier to retrieve from the devices. He said this is very helpful in court because the drivers can see their behavior on screen and the trial becomes less of a credibility contest. Trials take longer with video evidence but they are more credible for everyone. Around two-thirds of citations are filed electronically.

 Judge O'Brien acknowledged the court staff: Nadine Robinson, Chris Snodgrass, Brenda Annis and Brandon Taggart, saying they did an excellent job handling the increased workload.

Mayor Cook complimented Judge O'Brien on the Cityscape articles. He mentioned the more formal "fixit" ticket that Beaverton and Sherwood offer for equipment violations and asked if Tigard Municipal Court wants to follow their lead or keep it less formal. In response, Judge O'Brien replied that feedback indicates the system is popular with staff and the judges. The only complaint is that an officer has to take the time meet the violator, inspect the vehicle and sign off on a form. Smaller police forces, such as Sherwood's, have fewer officers available and this takes them away from other duties. He was not aware of Tigard police department's opinion on this. He said if council desires, it could be formalized in Tigard and a fee established so people with a good record would pay a minimal amount and the violation will not go on their record.

 Councilor Woodard asked to see a breakdown of juvenile infractions by age and other demographics. Administrative Services Manager Robinson said they were able to do this in the past but no longer have the IT staff to pull that data. Councilor Woodard said it is important to know what kids are doing with their time so the city can be proactive rather than reactive. He said it would be nice to see juvenile crime statistics as the city moves towards offering a recreation program. He said he noticed an increase in graffiti. Judge O'Brien said, speaking anecdotally, two-thirds of the juvenile cases are for shoplifting. Administrative Services Manager Robinson said she can get figures from the Police Department on crimes the officers are citing.

Councilor Woodard asked what caused the rise in the number of violations and if it corresponds to the amount of fines received. Judge O'Brien responded that there were many variables involved, including a presumptive fine schedule which essentially lowered fines so even while caseload increased, the amount of money for fines imposed went down. A new

## **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

default judgment approach increased the fine by 25 percent in Tigard Municipal Court for those who fail to appear in court. He commented that often the people who don't appear in court are also the people who do not pay their fines. He said there are also many payment agreements and although they were entered into prior to December 2012, revenue many not show up until months later.

 Council President Henderson asked, “What is the greatest evidence supporting a return to offering peer court?” Judge O’Brien replied that it is responsiveness to local problems. He said Washington County must prioritize attention and focus on person-to-person crimes. If youth court services were restored in Tigard, then instead of just getting a letter from the county, a juvenile would have to attend court. In Tigard’s peer court their classmates arrive at a judgment and in youth court the process is similar to adult court. He said there was very little recidivism from these programs.

Councilor Snider asked about the conviction rate for the 827 trials held in 2012. He asked if the videos shown in court affect the conviction rate. Judge O’Brien said he did not know the conviction rate but it is already high in traffic cases because of the low bar for burden of proof. Officers are trained to testify and he estimated the city may win all cases where videos are shown. Administrative Services Manager Robinson said she will extract that data. Councilor Snider requested that this information be added to the next Tigard Municipal Court annual report.

### 3. BRIEFING ON AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR MANAGEMENT OF THE FIELDS PROPERTY

 Parks and Facilities Manager Martin introduced this item regarding an intergovernmental agreement with Metro for the Fields property. Tigard has been working with Metro on an IGA and conservation and management plan. He said the IGA covers the “who” and the conservation and management plan is the “what” for managing this property. Metro will begin some stabilization work involving eliminating invasive growth and starting native plants in the natural area and Tigard requested to manage the property in the interim period between the property purchase and completion of the management plan. He said it is typical in park properties with joint Metro ownership for them to manage the natural area and the local jurisdiction to manage the developed area.

Mayor Cook mentioned the upcoming Metro levy for park improvements and asked, “Could we ask for part of this money being paid by Tigard citizens be used to manage the wildlife area of this Tigard park?”

 Councilor Woodard asked about the benefits of both options. He expressed concerns that Metro could place stipulations on something they fund.

In response to a question from Councilor Snider, Parks Manager Martin said Metro often funds the natural areas in their agreements with local governments. He said the city opted in this

## **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

instance to have more day-to-day control over the area due to the close proximity of the Fields property to the public works yard.

City Manager Wine said the argument is similar to road management. She said, “If the city takes over the management of these facilities, we have local control and can achieve something that we know our community wants, but then the investment is ours. We have to pay for it. This is the trade-off.” She said if council wants staff to ask Metro to be part of these natural area investments we could certainly negotiate that. She said it would be contrary to past practice.

Councilor Snider said that may be awkward. “We can’t have control and make them pay for it.” In response to a question from Mayor Cook, Parks and Facilities Manager Martin said, “Most of what is stipulated was laid out in their bond measure. An area identified as a natural area will remain a natural area.” He said the city can do a better job taking care of the dirt trails because city staff can actively look for problems and he was unsure how often Metro visits these properties.

 In response to a question from Councilor Snider on what the staff preference was, Parks Manager Martin replied that he favors city management of the property but that it would not hurt to pose the question about whether there is a way to fund this if the bond measure passes. He noted that the stabilization work being done by Metro is costly. City Manager Wine commented that costs would be shared if the city and Metro were able to come to an agreement. Councilor Snider said to the extent that Tigard can get help paying for it and maintaining control he was favorable.

City Manager Wine said that the levy currently does not contain a provision for local share of this kind of management.

Councilor Woodard asked about access issues and the cost of maintaining the natural area. Parks Manager Martin said the natural area maintenance would be inexpensive. Councilor Woodard mentioned concerns about stipulations placed when dollars are accepted. He said whether or not the levy passes, if the city does nothing, it loses control.

Council President Henderson asked if the proposed agreement addresses the nearby Brown property. Parks Manager Martin said the Brown property has a separate agreement with Metro and the city sharing responsibility.

Council President Henderson asked what percentage of the Fields property is owned by Metro and what percentage the city owns. Parks and Facilities Manager Martin said Tigard purchased 39 percent and Metro purchased 61 percent. Council President Henderson asked if the calculations are ever used in determining responsibility and Mr. Martin said they have not, but there is a clause enabling city eligibility for Metro programs such as RID, which removes debris found in natural areas.

## **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

Councilor Woodard asked City Manager Wine if the parks levy passes, is there a policy that states there is no flexibility in what we are proposing, City Manager Wine replied, “I wouldn’t say there is no flexibility but the natural area was established with specific priorities of Metro’s in mind. It wasn’t this kind of a property. There has been effort by cities, at the elected and administrative level, to request of Metro, when scoping this levy, that some portion be allocated to Metro properties within municipalities. We weren’t successful.” She said she did not think it precludes working with Metro directly on this particular property.



City Manager Wine said if council was comfortable with this agreement it will move forward and appear on the next consent agenda. Mayor Cook confirmed that they were but wants to politically try and push for local inclusion if the levy passes.

#### 4. UPDATE – SW CORRIDOR PLAN PROJECT

Senior Transportation Planner Gray introduced Metro Principal Regional Planner Malu Wilkinson who joined her to give an update on the SW Corridor Plan project progress, recent and upcoming Steering Committee decisions and community involvement activities. Ms. Wilkinson Metro’s project manager for the SW Corridor Plan.

Senior Transportation Planner Gray described Phase I of the SW Corridor Plan. In 2010 Tigard kicked off the HCT land use plan which was adopted by Council in August 2012. She said the plan was a conversation with the community which helped identify places that people want to stay the same and those where more housing and mixed-use made sense. The underlying land uses are important in identifying the kinds of transportation connections most suitable for the community and which options make high capacity transportation investments successful. The regional land use planning started when the SW Corridor Plan Steering Committee started meeting in October 2011. She said it seemed to move slowly at first but she said over the next four-five months, things will begin to move quickly. She discussed Steering Committee milestones:

- At the February 11 meeting of the Steering Committee they were asked to select five bundles of projects. Each included one HCT alternative and a set of integrated roadway and other transportation investments. The project bundles were compiled from a list of more than 500 projects and narrowed down to 48 roadway and 84 active transportation projects. Five bundles will be forwarded to the Project Team for detailed analysis and technical findings.
- In April the Steering Committee will meet again to discuss economic development strategies, housing strategies, and policy changes.
- In May the Steering Committee will receive a presentation of the detailed findings from all five bundles.
- In June the preferred alternative will be selected. Phase I will be complete.

### **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

Senior Transportation Planner Gray described the different project bundles to assist Council in understanding the process and prepare for detailed analysis when presented in May. She noted that council had an Attachment in their packets showing the HCT alignments.

Five different HCT options are being considered: one has light rail and the other four have BRT (bus rapid transit). This was the Steering Committee's decision. Metro Principal Regional Planner Wilkinson said the decision in June is not where these lines will go but is a decision to move forward into a federal analysis.

- Option A - The first bundle has light rail through Portland to Tigard with possible extensions to Tualatin. It does not go along 99W once it gets to Tigard. It would come through the Tigard Triangle (68<sup>th</sup> and 70<sup>th</sup> Avenues) and over to Highway 217 (Hampton and Hunziker Streets) and then into downtown Tigard. Design options connect it to Tualatin.

Four options include BRT and reflect greater flexibility.

- Option B - Lines could extend to Portland Community College – Sylvania, Haines Bridge and then into Tigard Triangle.
- Option C - BRT to Tualatin with the primary route on Hall Boulevard, down Durham Road, with an alternative to 72<sup>nd</sup> Avenue.
- Option D - BRT to Sherwood. Principal Regional Planner Wilkinson noted that it was more important to Tualatin and Sherwood residents that they connect to each other rather than the 99W connection.
- Option E - Baseline to Tigard Triangle and downtown with a hub and spoke system. This idea is desirable because it covers more area but it cannot serve as continuously during the day; frequency is the tradeoff.

 Mayor Cook said it is possible to pick an option, such as Option B and mix and match with additional hub and spoke connections.

 Councilor Snider asked who would be voting on alignments in June and Senior Transportation Planner Gray replied that it will be the Steering Committee. Metro Principal Regional Planner Wilkinson said the SW Corridor Project is not confined to transit. She said Tigard led the way with the HCT land use plan and now other cities are working on their land use plans. Not all places are going to be hit by transit. She said they may be able to identify general beginning and end locations at the conclusion of Phase I but not at the detail of identifying station locations.

 Council President Henderson said it seems evident that getting from downtown Portland to Tigard is well identified. He said most of the decision making will come from other communities, such as Tualatin and Sherwood, and how well they respond to this.

## **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

Senior Transportation Planner Gray said the lines on the maps do not indicate where additional right of way will be required, significant wetland locations or other environmental or engineering challenges. These will need to be determined.

Principal Regional Planner Wilkinson said she also expects TriMet to look at their local service and their SW Enhanced Planning, because much of what the Steering Committee hears is not a need for HCT but a desire for better connections.

Referring to the roadway and active transportation projects Metro Principal Regional Planner Wilkinson said after June there should be some agreement on a smaller set of projects that, as a community, the SW corridor can work together on to fund and get implemented. She suggested that after June cities will be able to consider the development strategy and how to support all of the places they would like to see grow. She suggested working with transit-oriented development experts to see what needs to be done to encourage development, such as updating local codes. Senior Transportation Planner Gray said the economic development strategies, housing strategies and policy change topics will be discussed at the Steering Committee meeting on April 8, 2013.



Senior Transportation Planner Gray discussed the SW Corridor Transportation Project Map Book and said more than 500 individual roadway and active transportation projects were reviewed and screened down to those that are most important for making the corridor successful. Ms. Gray presented the project list and gave an example of looking at a project number and finding it on the map. Each project listed has an indication showing whether it appears in an alignment option. She complimented the Metro staff for their work on this book.

Mayor Cook said, “A key point is that these projects are not things that Metro created. These are projects that came out of Tigard’s Transportation System Plan and are our priorities.”

Metro Principal Regional Planner Wilkinson said there are not many expensive projects in the map book, although there were in the 500 Projects List. She said they went from a total of \$4 billion to \$800 million. She said the Steering Committee worked with all city, county and agency staffs to arrive at this list and it is a huge feat to reach an agreement on these projects.

Senior Transportation Planner Gray showed a matrix of upcoming activities and this has been added to the packet for this meeting.



Councilor Woodard asked how the community has been involved. Senior Transportation Planner Gray said the most extensive Tigard community involvement in Tigard was with the HCT plan. Metro Principal Regional Planner Wilkinson added that Metro relied on local advisory committees. All advisory committees will be invited to continue their involvement and interact with each other. There will be one more community forum prior to the June decision and one in the summer. She noted that more citizens have engaged over the internet than in public meetings. 500 people completed an online interactive web tool questionnaire called, “Shape SW.” There will be another online survey in the spring using Metro’s Opt-in program.

## **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

She said the public has been involved in Phase I and they will continue to engage them through Phase II.

Councilor Woodard asked about the timeline for Phase II. Metro Principal Regional Planner Wilkinson said the decisions made in June include choosing an alignment and prioritized transportation investments, and how to move forward from the development side. She said following that will be 6-9 months of refinements and about two-three years of analysis on a draft environmental impact statement (EIS). Work on developing the local preferred alternative may last for three years and two years is estimated for the federal portion of the final EIS. After that we can get into the funding portion of building transit.

Councilor Woodard asked when Tigard will know their fair share cost. He said council will need to know in advance so it can be put to a vote. Senior Transportation Planner Gray said there will be some cost estimates available in May. Councilor Woodard asked who is funding the upcoming technical studies in Phase II. Senior Transportation Planner Gray said Metro is not funding all of it. She said the \$2 million grant was paid through a federal Transit Administration grant and Tigard's land use plan was paid for by a Transportation Growth Management (TGM) grant funded by the Department of Transportation Land Use and Conservation and Development. She said as the project moves into the next phase we will need to look at participating in a meaningful way in those costs and that information will be coming soon. An economic summit is scheduled for April 30 and held at the Tigard Library. She said TTAC will remain engaged in this project.

Mayor Cook asked if there is an opportunity for citizen input at the TTAC and other community forums. Senior Transportation Planner Gray said she will look at upcoming TTAC agendas to see how this could be accommodated as they are also looking at things not related to this project.

Mayor Cook said he is considering holding a Town Hall on the next fifth Tuesday, April 30. He said SW Corridor planning will be discussed along with any other city issues citizens want to talk about such as water or River Terrace. He said since we need to make decisions in May or June, we need to make an effort to reach people. Senior Transportation Planner Gray said the evaluation results will be returned by then so the April 30 Town Hall is timely.

Mayor Cook reiterated the importance of making efforts to engage Tigard citizens. He said they are always welcome to attend TTAC meetings or send emails to council. He said they incorrectly heard that "HCT is coming down the middle of 99W" and there is a need to communicate that the plan going forward does not have HCT dividing 99W.

Councilor Snider said he's pleased to see so many BRT options. He said, "While it may not be as cool to ride, looking at it from a purely economical standard, it is cheaper to build a dedicated road and run BRT."

Senior Transportation Planner Gray said council will receive another SW Corridor Project Update in May.

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## **TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

5. COUNCIL LIAISON REPORTS - None.

6. NON AGENDA ITEMS – City Engineer Stone said that the Pacific Highway/ Gaarde/McDonald intersection improvement project has been discussed by council for a little over a year. There is a 30 percent design completion meeting this week with ODOT, designer of the intersection improvements.

City Engineer Stone said the project is now at the point where responsibilities for each portion of the work need to be assigned. He said an intergovernmental agreement written by ODOT will be on the February 26, 2013 consent agenda. It is time sensitive because of federal deadlines for a portion of the money. There are several funding sources for this project including federal, state, county and City of Tigard money. Councilor Snider asked for a breakdown percentage of cost per agency. In response, City Engineer Stone said Tigard’s contribution is \$1.5 million with other partners picking up nearly \$8 million.

In response to a question from Councilor Snider about the construction timeline, City Engineer Stone replied that construction will begin in late summer of 2013 with project completion estimated for December, 2014. He said public meetings will be held in April and in the summer. Pedestrian improvements include center landscape medians on 99W and better sidewalks. Council President Henderson asked about right of way acquisition and City Engineer Stone said ODOT is responsible for acquiring all rights of way for this project.

City Manager Wine suggested that any questions be forwarded to City Engineer Stone. She noted that council will receive the agreement document in their council meeting packet for February 26, 2013.

7. EXECUTIVE SESSION – None held.

8. ADJOURNMENT

At 8:24 p.m. Councilor Woodard moved for adjournment and Councilor Snider seconded the motion. The motion passed by a unanimous vote of council present.

	Yes	No
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Buehner (absent)		
Council President Henderson	✓	
Councilor Snider	✓	

**TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

\_\_\_\_\_  
Carol A. Krager, Deputy City Recorder

Attest:

\_\_\_\_\_  
John L. Cook, Mayor

\_\_\_\_\_  
Date

**TIGARD CITY COUNCIL MINUTES – FEBRUARY 19, 2013**

AIS-1265

3. B.

**Business Meeting**

**Meeting Date:** 04/09/2013

**Length (in minutes):** Consent Item

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

**Submitted By:** Cathy Wheatley, Administrative Services

**Item Type:** Receive and File

**Meeting Type:** Consent - Receive and File

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Receive and file the official election results for the November 6, 2012, City of Tigard election for a Mayor and two City Councilors and for a Charter Amendment "Vote Required to Use Certain Funds for Light Rail Construction."

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

**STAFF RECOMMENDATION / ACTION REQUEST**

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

**KEY FACTS AND INFORMATION SUMMARY**

- When the City Recorder canvasses the votes as required by the Washington County Elections Division, a copy is filed with the City Council to officially "receive and file" the information.
- As detailed in the Abstract of Votes, the following are the results of the election for the City of Tigard:
  - Mayor: John Cook (January 1, 2013 - December 31, 2014)
  - City Councilors (top two): Marland Howard Henderson and Jason Snider (January 1, 2013 - December 31, 2016)
  - Ballot Measure 34-203 Vote Required to Use Certain Funds for Light Rail Construction - Approved (82% yes; 18% no)
  - Attached are election results by precinct and a City of Tigard Precinct Map. Voter turnout for Washington County was 82%; voter turnout for the City of Tigard was 83%.
- Also attached are the Council Calendar and the Tentative agenda for future Council meetings.

**OTHER ALTERNATIVES**

N/A

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

Long-Term Council Goals: Continue pursuing opportunities to reduce traffic congestion.

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A - Receive and File Items

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**Attachments**

Three-Month Council Calendar  
Council Meeting Tentative Agenda

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# MEMORANDUM

TO: Honorable Mayor & City Council/City Center Development Agency Board  
FROM: Cathy Wheatley, City Recorder  
RE: Three-Month Council/CCDA Meeting Calendar  
DATE: April 2, 2013

## April

2 Tuesday Council Meeting & City Center Development Agency Meeting – 6:30 p.m., Town Hall  
9\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall  
16\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall  
22 Monday Budget Committee Meeting – 6:30 p.m., Public Works Auditorium  
23\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall  
29 Monday Budget Committee Meeting – 6:30 p.m., Public Works Auditorium  
30 Tuesday Tigard Town Hall – 6:30 p.m., Library Burgess Community Room

## May

6 Monday Budget Committee Meeting – 6:30 p.m., Public Works Auditorium  
7 Tuesday City Center Development Agency Meeting – Town Hall – 6:30 p.m. followed by a City Council Executive Session  
13 Monday Budget Committee Meeting – 6:30 p.m., Public Works Auditorium  
14\* Tuesday Council Business Meeting—6:30 p.m., Town Hall  
21\* Tuesday Council Workshop Meeting—6:30 p.m., Town Hall  
27 Monday Memorial Day – City Hall offices closed  
28\* Tuesday Council Business Meeting—6:30 p.m., Town Hall

## June

4 Tuesday City Center Development Agency – 6:30 p.m., Red Rock Creek Conference Room  
11\* Tuesday Council Business Meeting—6:30 p.m., Town Hall  
18\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall  
25\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

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

- Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
 Consent Agenda  Meeting is Full   
 Workshop Meeting

**City Council Tentative Agenda**  
**4/1/2013 1:09 PM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1119	04/09/2013	Carol Krager	AAA	April 9, 2013 City Council Business Meeting		
1195	04/09/2013	Liz Lutz	ACCSTUDY	25 Minutes - Review of 2013 Community Event Funding Requests	Financial and InforServices	03/11/2013
1209	04/09/2013	S Zodrow	ACCSTUDY	15 Minutes - Executive Session - Labor Relations		02/25/2013
<b>Total Time: 40 of 45 minutes have been scheduled</b>						
1087	04/09/2013	Greer Gaston	ACONSENT	Consent Item - Authorize Mayor to Execute an Agreement w/ODOT to Partially Fund Main St Phase II Improvements	Public Works	MartyW, City Manager
1089	04/09/2013	Greer Gaston	ACONSENT	Consent Item - Authorize the Mayor to Execute an Amendment to an Agreement with ODOT to Partially Fund Main Street Phase I Improvements	Public Works	MartyW, City Manager
1200	04/09/2013	Judith Gray	ACONSENT	Consent Item - Approve Nomination of Tigard Applications for Regional Flexible Funds for Transportation Projects	Community Development	03/27/2013
1204	04/09/2013	Greer Gaston	ACONSENT	Consent Item - Amendments to a Resolution of Necessity (Res No. 12-01) Adopted by Council on January 24, 2012	Public Works	03/25/2013
1216	04/09/2013	Liz Lutz	ACONSENT	Consent Item - Appoint Alternate Budget Committee Member Melanie Boekee to the Budget Committee to Replace Resigning Member Cathy Hearn-Resolution	Financial and Information Services	03/11/2013
1228	04/09/2013	Greer Gaston	ACONSENT	Consent Item - Authorize the Mayor to Execute an Intergovernmental Agreement with Washington County on the Walnut Street Improvement Project	Public Works	MartyW, City Manager
1246	04/09/2013	Sean Farrelly	ACONSENT	Consent Item - Appoint Alternate City Center Advisory Commissioner Carine Arendes to the City Center Advisory Commission to Replace Resigning Member Tamera Slack	Community Development	03/27/2013

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

**City Council Tentative Agenda  
4/1/2013 1:09 PM - Updated**

1207	04/09/2013	Joanne Bengtson	CCBSNS	1 5 Minutes - Proclaim April 7-14 National Days of Remembrance	City Management	03/11/2013
1192	04/09/2013	John Floyd	CCBSNS	2 20 Minutes - Quasi Judicial Public Hearing ZCA2013-00001 Lennar Annexation	Community Development	MartyW, City Manager
1190	04/09/2013	Carissa Collins	CCBSNS	3 10 Minutes - Consider Ordinance to Amend the Tigard Municipal Code (TMC) 15.20 Street Maintenance Fee	Financial and Info Services	03/27/2013
1253	04/09/2013	Joseph Barrett	CCBSNS	4 5 Minutes - Contract Award - East Butte Heritage Park Improvements	Financial and Info Services	MartyW, City Manager
1159	04/09/2013	Carissa Collins	CCBSNS	5 15 Minutes - FY 2013 Third Quarter Supplemental Budget Amendment	Financial and Info Services	03/25/2013
<b>Total Time: 55 of 100 minutes have been scheduled</b>						
1130	04/16/2013	Carol Krager	AAA	April 16, 2013 City Council Workshop Meeting		
1211	04/16/2013	M Daniels	CCWKSHOP	30 Minutes - Goal 10 Population and Housing Review	Com Dev	Daniels M,
1221	04/16/2013	Cathy Wheatley	CCWKSHOP	30 Minutes - Discuss Economic Development Strategy	City Management	MartyW, City Manager
1249	04/23/2013	Kent Wyatt	ACCSTUDY	30 Minutes - Discuss an ordinance for regulating social gaming in Tigard	City Management	Wyatt K,
1235	04/16/2013	Greer Gaston	CCWKSHOP	10 Minutes - Briefing on IGA with Wash Co Regarding the Construction of a Water Line to Serve River Terrace	Public Works	Stone Mike, City Engineer
1236	04/16/2013	G Gaston	CCWKSHOP	30 Minutes - Briefing on CIP Projects	Public Works	Stone Mike,
<b>Total Time: 130 of 180 minutes have been scheduled</b>						
1217	04/22/2013	Cathy Wheatley	AAA	Budget Committee Meeting; 6:30 p.m., Public Works Auditorium		

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

**City Council Tentative Agenda  
 4/1/2013 1:09 PM - Updated**

1121	04/23/2013	Carol Krager	AAA	April 23, 2013 City Council Business Meeting		
1255	04/23/2013	Darren Wyss	ACCSTUDY	20 Minutes - River Terrace Community Plan Consultant Selection	Community Development	Wyss D, Senior Planner
<b>Total Time: 20 of 45 minutes have been scheduled</b>						
1174	04/23/2013	Greer Gaston	ACONSENT	Consent Item - Authorize the Mayor to Execute an Intergovernmental Agreement Regarding River Terrace Utility Improvements	Public Works	Gaston G, Conf Executive Asst
1252	04/23/2013	Judith Gray	ACONSENT	Consent Item - Tigard/TriMet Application for New Transit Service on SW 72nd Avenue	Community Development	Gray J, Sr Transportation Planner
1245	04/23/2013	Joseph Barrett	ACONSENT	Consent Item - Award Contract for FY 2013-2014 Pavement Management Program Slurry Seal to Blackline, Inc.	Financial and Information Services	MartyW, City Manager
1254	04/23/2013	Tom McGuire	ACONSENT	Consent Item - Authorize Submittal of Two Applications for Metro's Community and Development Grant Program - Cycle 3	Community Development	Wiley, C., Sr. Administrative Spec.

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

**City Council Tentative Agenda  
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1214	04/23/2013	Joanne Bengtson	CCBSNS	1 5 Minutes - Proclaim May as Bike Month	City Management	03/11/2013
1244	04/23/2013	Greer Gaston	CCBSNS	15 Minutes - Discuss Solid Waste Rate and Franchise Fee Increases	Public Works	Wright, M., PW Business Manager
1248	04/23/2013	Cathy Wheatley	CCBSNS	2 30 Minutes - Discussion with Metro Councilor Craig Dirksen	Administrative Services	
1258	04/23/2013	Joseph Barrett	CCBSNS	3 5 Minutes - Contract Award - System Integrator Services	Financial and Information Services	LaFrance T, Fin/Info Svcs Director
1259	04/23/2013	Joseph Barrett	CCBSNS	4 5 Minutes - Contract Award - FY 2013-2014 Pavement Management Program - Pavement Overlay	Financial and Information Services	LaFrance T, Fin/Info Svcs Director
1241	04/23/2013	Joseph Barrett	CCBSNS	5 10 Minutes - Public Hearing to Grant an Exemption from the Competitive Screening and Selection Process For the 72nd and Dartmouth Project	Financial and Information Services	Barrett J, Sr Mgmt Analyst - Finance
1167	04/23/2013	Renee Ferguson	CCBSNS	6 10 Minutes - Consider a Resolution of Necessity to Acquire Property for the 72nd Avenue/Dartmouth Street Intersection Improvement Project	Public Works	Stone Mike, City Engineer
1169	04/23/2013	Kristie Peerman	CCBSNS	7 10 Minutes - Adopt a Resolution of Necessity to Acquire Property for Derry Dell Creek Culvert Replacement Project	Public Works	Berry G, Project Engineer
				<b>Total Time: 90 of 100 minutes have been scheduled</b>		

- Meeting Banner  Business Meeting
- Study Session  Special Meeting
- Consent Agenda  Meeting is Full
- Workshop Meeting

**City Council Tentative Agenda**  
**4/1/2013 1:09 PM - Updated**

1218	04/29/2013	Cathy Wheatley	AAA	Budget Committee Meeting; 6:30 p.m., Public Works Auditorium		
1219	05/06/2013	Cathy Wheatley	AAA	Budget Committee Meeting; 6:30 p.m.; Public Works Auditorium		
1122	05/07/2013	Carol Krager	CCDA	May 7, 2013 City Center Development Agency Meeting	City Management	
1247	05/07/2013	Sean Farrelly	CCDA	20 Minutes - CCDA- Real property transactions negotiations	Community Development	03/25/2013
				<b>Total Time: 20 of 100 minutes have been scheduled</b>		
1262	05/07/2013	Loreen Mills	CCSPEC	20 Minutes - Executive Session: PGE Franchise Negotiations Update <b>Special Council Meeting after CCDA Meeting of 5/7</b>	City Management	Wheatley C, City Recorder
				<b>Total Time: 20 Minutes</b>		
1220	05/13/2013	Cathy Wheatley	AAA	Budget Committee Meeting; 6:30 p.m., Public Works Auditorium		

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

**City Council Tentative Agenda  
4/1/2013 1:09 PM - Updated**

1123	05/14/2013	Carol Krager	AAA	May 14, 2013 City Council Business Meeting		
1210	05/14/2013	S Zodrow	ACCSTUDY	20 Minutes - Executive Session - Labor Relations		02/25/2013
1256	05/14/2013	Darren Wyss	ACCSTUDY	25 Minutes - River Terrace Community Plan - Infrastructure Financing	Community Development	Wyss D, Senior Planner
<b>Total Time: 45 of 45 minutes have been scheduled</b>						
1199	05/14/2013	John Floyd	CCBSNS	1 40 Minutes - DCA2012-00003 MASCO DEVELOPMENT CODE AMENDMENT	Community Development	Floyd J, Associate Planner
1180	05/14/2013	Cheryl Caines	CCBSNS	2 60 Minutes - Community Development Code Amendment - Parking Requirement Modifications	Community Development	Caines C, Assoc Planner
10202	05/14/2013	Carissa Collins	CCBSNS	3 15 Minutes - River Terrace Street Maintenance Fee	Financial and InfoServices	Collins C, Sr Mgmt Analyst (Fin Adm)
<b>Total Time: 115 of 100 minutes have been scheduled OVERSCHEDULED</b>						
1124	05/21/2013	Carol Krager	AAA	May 21, 2013 City Council Workshop Meeting		
1085	05/21/2013	G Gaston	CCWKSHOP	15 Minutes - Review Draft Sustainability Plan	Public Works	Wright, M.,
1137	05/21/2013	Judith Gray	CCWKSHOP	45 Minutes - SW Corridor Plan Update	Community Development	Gray J, Sr Trans Planner
1158	05/21/2013	Alison Grimes	CCWKSHOP	20 Minutes - Joint Meeting with the Library Board	Library	Grimes A, Conf. Exec. Assistant
1257	05/21/2013	Darren Wyss	CCWKSHOP	30 Minutes - River Terrace Community Plan Update	Community Development	Wyss D, Senior Planner
<b>Total Time: 110 of 180 minutes have been scheduled</b>						

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

**City Council Tentative Agenda  
4/1/2013 1:09 PM - Updated**

1125	05/28/2013	Carol Krager	AAA	May 28, 2013 City Council Business Meeting		
1122	05/28/2013	Marissa Daniels	CCBSNS	45 Minutes - Public Hearing: Tigard Goal 10 Population and Housing Review	Community Development	Daniels M, Assoc. Planner
1261	05/28/2013	L Mills	CCBSNS	20 Minutes - New PGE 10-Year Franchise Agreement	City Management	Mills L, r
<b>Total Time: 65 of 100 minutes have been scheduled</b>						
1126	06/04/2013	C Krager	AAA	June 4, 2013 City Center Development Agency Meeting		
1127	06/11/2013	C Krager	AAA	June 11, 2013 City Council Business Meeting		
1213	06/11/2013	Cathy Wheatley	CCBSNS	15 Minutes - State of the Tualatin Valley Fire District Presentation - Chief Mike Duyck	Administrative Services	Wheatley C, City Recorder
1223	06/11/2013	Liz Lutz	CCBSNS	5 Minutes - Resolution Certifying that Tigard Provides Services - State-Shared Revenues	Financial and Info Services	Lutz L, Conf Exec Asst
1224	06/11/2013	Liz Lutz	CCBSNS	5 Minutes - Resolution Declaring the City's Election to Receive State Revenue Sharing	Financial and Info Services	Lutz L, Conf Exec Asst
1225	06/11/2013	Liz Lutz	CCBSNS	10 Minutes - Resolution Adopting the Citywide Master Fees and Charges Schedule	Financial and Information Services	Lutz L, Conf Exec Asst
1226	06/11/2013	Liz Lutz	CCBSNS	15 Minutes - Public Hearing-Adopting the Budget,	FIS	Lutz L,
1227	06/11/2013	Liz Lutz	CCBSNS	5 Minutes - Public Hearing-Adopting the City Center Development Agency Fiscal Year 2013-2014 Budget,	Financial and Info Services	Lutz L, Conf Exec Asst
1242	06/11/2013	John Floyd	CCBSNS	45 Minutes-Development Code Amend-Wetlands Exemption	Community Development	Floyd J, Associate Planner

- Meeting Banner  Business Meeting
- Study Session  Special Meeting
- Consent Agenda  Meeting is Full
- Workshop Meeting

**City Council Tentative Agenda**  
4/1/2013 1:09 PM - Updated

<b>Total Time: 100 of 100 minutes have been scheduled</b>							
1128	06/18/2013	Carol Krager	AAA	June 18, 2013 City Council Workshop Meeting No items scheduled as of April 1, 2013			
1129	06/25/2013	Carol Krager	AAA	June 25, 2013 City Council Business Meeting			
1260	06/25/2013	Judith Gray	CCBSNS	30 Minutes - Update on Initial Recommendation from Southwest Corridor Plan Steering Committee	Community Development		Gray J, Sr Transportation Planner
<b>Total Time: 30 Minutes (0 Hours, 30 Minutes)</b>							

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**Business Meeting**

**Meeting Date:** 04/09/2013

**Length (in minutes):** Consent Item

**Agenda Title:** Appoint Alternate City Center Advisory Commissioner Carine Arendes to the City Center Advisory Commission to Replace Resigning Member Tamera Slack

**Submitted By:** Sean Farrelly, Community Development

**Item Type:** Resolution **Meeting Type:** Consent Agenda

**Public Hearing:** No **Publication Date:**

**Information**

**ISSUE**

One position is open on the city’s City Center Advisory Commission due to the recent resignation of Tamera Slack. City Center Advisory Commission alternate Carine Arendes can be considered for appointment as a voting member.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends appointing Carine Arendes as a voting member of the City Center Advisory Commission.

**KEY FACTS AND INFORMATION SUMMARY**

Tamera Slack, member of the City Center Advisory Commission, tendered her resignation to the Commission on February 14, 2013 for personal reasons. Carine Arendes was appointed to the City Center Advisory Commission in December, 2012, as an alternate. She is interested in serving as a voting member.

**OTHER ALTERNATIVES**

NA

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

NA

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

December 11, 2012

**Attachments**

[ArendesResolution](#)

[ArendesBiography](#)

**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 13-**

A RESOLUTION APPOINTING CARINE ARENDES TO BECOME A VOTING MEMBER OF THE CITY CENTER ADVISORY COMMISSION TO COMPLETE THE TERM VACATED BY TAMERA SLACK

---

WHEREAS, one position is open on the city's City Center Advisory Commission due to the recent resignation of Tamera Slack; and

WHEREAS, Carine Arendes was appointed as the alternate member of the City Center Advisory Commission in December, 2012; and

WHEREAS, Carine Arendes is interested in becoming a voting member of the City Center Advisory Commission and signed the city's Code of Conduct for board and committee members.

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

SECTION 1: Carine Arendes is appointed to complete the position vacated by Tamera Slack. This term ends December 31, 2015.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

### **Carine Arendes Biography**

Carine Arendes has been a Tigard resident for seven years. She is currently obtaining her Masters in Urban and Regional Planning at Portland State University. She has extensive community volunteer experience with SOLV, Friends of Trees, Tualatin Valley Gleaner and the Friends of Spring Garden Park Committee.

**Business Meeting****Meeting Date:** 04/09/2013**Length (in minutes):** Consent Item**Agenda Title:** Appoint Alternate Budget Committee Member Melanie Boekee to the Budget Committee to Replace Resigning Member Cathy Hearn-Resolution**Prepared For:** Liz Lutz**Submitted By:** Liz Lutz, Financial and Information Services**Item Type:** Resolution**Meeting Type:** Consent Agenda**Public Hearing:** No**Publication Date:****Information****ISSUE**

Cathy Hearn, member of the Budget Committee, tendered her resignation to the Finance and Information Services Director on March 4, 2013, due to her move to South Carolina. Melanie Boekee was appointed to the Budget Committee in December, 2012, as an alternate. She agreed to replace Cathy as a voting member.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends appointing Melanie Boekee as a voting member of the Budget Committee.

**KEY FACTS AND INFORMATION SUMMARY**

Cathy Hearn will be moving to South Carolina and can no longer serve on the Budget Committee. Melanie Boekee was appointed to the Budget Committee as an alternate member in December, 2012.

**OTHER ALTERNATIVES**

NA

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

NA

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

NA

**Attachments**

Budget Committee Appointment Resolution

Melanie Boekee

**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 13-**

A RESOLUTION APPOINTING MELANIE BOEKEE TO BECOME A VOTING MEMBER OF THE BUDGET COMMITTEE TO COMPLETE THE TERM VACATED BY CATHY HEARN

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WHEREAS, one position is open on the city's Budget Committee due to the recent resignation of Cathy Hearn; and

WHEREAS, Melanie Boekee was appointed as the alternate member of the city's Budget Committee in December, 2012; and

WHEREAS, Melanie Boekee agreed to become a voting member of the Budget Committee and signed the city's Code of Conduct for the committee members.

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

SECTION 1: Melanie Boekee is appointed to complete the position vacated by Cathy Hearn. This term ends December 31, 2015.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

Melanie Boekee

Melanie has lived in Tigard for almost one year. She has a Bachelor of Science degree from Portland State University in Business Finance. She is currently a Vice President of Accounting at AngelVision Technologies, and is responsible for all finance and accounting functions, including creating an annual budget.

Additionally, Melanie volunteers at the Tigard Public Library, and says she takes pride in following the Tigard city values of respect and care, do the right thing and get it done.

**Business Meeting**

**Meeting Date:** 04/09/2013

**Length (in minutes):** Consent Item

**Agenda Title:** Consider Amendments to a Resolution of Necessity (Resolution No. 12-01)  
Adopted by Council on January 24, 2012

**Prepared For:** Kim McMillan

**Submitted By:** Greer Gaston,  
Public Works

**Item Type:** Resolution

**Meeting Type:** Consent Agenda

**Public Hearing**

**Newspaper Legal Ad Required?:** No

**Public Hearing Publication**

**Date in Newspaper:**

**Information**

**ISSUE**

Shall the council amend a resolution of necessity, (Resolution No. 12-01), adopted by council on January 24, 2012?

**STAFF RECOMMENDATION / ACTION REQUEST**

Adopt the amendment to the resolution of necessity.

**KEY FACTS AND INFORMATION SUMMARY**

- The Main Street/Green Street Retrofit project will rebuild portions of Main Street to incorporate "green street" elements like stormwater planters, LED street lights and additional pedestrian amenities.
- In order to construct the project, rights of way and/or easements must be acquired from numerous Main Street property owners.
- The City received a federally funded transportation grant that will partially fund the project. The grant is administered by ODOT: ODOT's role is to ensure the city complies with the federal requirements. One such requirement is that the city must adopt a resolution of necessity for property needed to construct the project.
- On January 24, 2012, the council adopted a resolution of necessity - Resolution No. 12-01 - which declared the city's need to acquire rights of way and/or easements on 29 Main Street properties.
- To date, the city's right of way agent has successfully obtained rights of way and/or easements on 25 of the 29 properties. The following properties, (identified as Property Nos. 1, 4 and 6) make up three of the four properties in which rights of way/easements still need to be acquired.

Properties 1, 4 and 6 - Acquisition Status

Original project plans included:

- A stormwater planter along the street frontage adjacent to (Property No. 4)
- A driveway between Main Street Village Apartments (Property No. 1) and the Diamond properties (Property Nos. 4 and 6)

The council discussed the plans in executive session on October 23, 2012 and directed staff to modify the design by removing:

- The stormwater planter
- The driveway between the properties (It was no longer needed due to the removal of the stormwater planter)

These design changes necessitate different exhibits (legal descriptions and depictions) than those adopted for the original design in Resolution 12-01.

The attached resolution - if adopted by council - will update the exhibits in Resolution No. 12-01 based on the modified design.

**OTHER ALTERNATIVES**

The council could choose not to adopt the amendment to the resolution. However, the previous resolution, as adopted represents legal descriptions that no longer match the proposed improvements. Failure to adopt the amendment to the resolution affects the city's ability to construct the project and places the grant funding in jeopardy.

**COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

2012 Long-term Council Goal to "Continue implementing the Downtown Urban Renewal Plan".

**DATES OF PREVIOUS CONSIDERATION**

Council adopted the original Resolution of Necessity No. 12-01 on January 24, 2012. On March 19, 2013 council was briefed on the Amendment to Resolution No. 12-01 in executive session.

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**Fiscal Impact**

**Cost:** 20K  
**Budgeted (yes or no):** Yes  
**Where Budgeted (department/program):** Gas Tax

**Additional Fiscal Notes:**

The estimated acquisition costs for Files 1, 4 and 6 are \$20K. It is not expected that these costs will change significantly with the change in legal descriptions included with the amendment.

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**Attachments**

Proposed Resolution and Attachments

Map

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 13-**

A RESOLUTION TO AMEND RESOLUTION NO. 12-01, REMOVING AND REPLACING PROPERTY NOS. 1, 4 AND 6 WITH REVISED LEGAL DESCRIPTIONS AND DEPICTIONS. RESOLUTION NO. 12-01 DECLARES THE NEED TO ACQUIRE RIGHTS OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS ON PROPERTIES FOR THE PURPOSES OF INSTALLING, REPLACING, AND REPAIRING SIDEWALK AND GREEN STREET IMPROVEMENTS NEEDED TO PROVIDE SAFE TRANSPORTATION ROUTES FOR PEDESTRIANS

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WHEREAS, the City of Tigard Charter grants the City of Tigard (“City”) authority to acquire interest in land for public purposes; and

WHEREAS, the City is authorized by ORS 223.005 et seq. and ORS 35.015 et seq. to purchase, acquire, take, use, enter upon and appropriate land and property within or without its corporate limits for the purposes provided in those statutes; and

WHEREAS, the City needs to acquire rights of way and/or temporary construction easements on 29 properties on Main Street as part of an overall green street project for the public purpose of providing safe transportation for pedestrians; and

WHEREAS, the City has determined that the acquisition of rights of way and/or temporary construction easements on certain properties is necessary and will be used for the location, installation, replacement and repair of the needed city sidewalk and green street improvements; and

WHEREAS, the City, on January 24, 2012, adopted Resolution No. 12-01, in which the City Council declared the need to acquire the above-referenced rights of way and temporary construction easements, and authorized City staff to proceed with acquiring said properties, including, if necessary, the use of eminent domain.

WHEREAS, the City Council has determined that it is in the public interest to revise the project design, and this revision changes Exhibits A and B for Property Nos. 1, 4 and 6 in Resolution No. 12-01; and

WHEREAS, the legal descriptions and depictions for Property Nos. 1, 4 and 6 have been revised accordingly.

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

SECTION 1: Resolution No. 12-01 is hereby amended as follows: Exhibits A and B for Property Nos. 1, 4 and 6 in Resolution No. 12-01 are replaced in their entirety by the legal descriptions and depictions attached and incorporated to this resolution as Exhibits A and B for Property Nos. 1, 4 and 6.

SECTION 2: Except as amended herein, Resolution No. 12-01, and the remainder of Exhibits A and B to Resolution No. 12-01, remain in full force and effect.

RESOLUTION NO. 13-\_\_\_\_\_

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Mayor - City of Tigard

ATTEST:

\_\_\_\_\_  
City Recorder - City of Tigard

**EXHIBIT "A"**

Main St.: OR99W – Rail Corridor (Tigard)  
December 3, 2012  
OWNER: Highlands Associates, Ltd.  
Page 1 of 3

State No. FAP 7365(009), Key No. 15600  
Map & Tax Lot No. 2S 1 02AC-201  
Property No. 1

**PARCEL 1 – DEDICATION OF RIGHT-OF-WAY**

A parcel of land located in the Northeast One-Quarter and the Northwest One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Bargain and Sale Deed to Highlands Associates, Ltd., recorded February 22, 2006 as Document 2006-020386, Washington County Records, said parcel being that portion of said property lying Northwesterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

<b>Station</b>	<b>to</b>	<b>Station</b>	<b>Offset on Southeasterly side of Centerline</b>
0+80		2+10.64	46.00 feet (parallel with the proposed centerline of S.W. Main Street) to a point of reverse curve
2+10.64		2+25.51	46.00 feet (along arc with a 40.00 foot radius curve right, having a central angle of 31°43'58", long chord bears North 59°10'50" East, 21.87 feet and arc length of 22.15 feet) to 53.21 feet
2+25.51		3+60	53.21 feet in a straight line to 40.16 feet

EXCEPTING therefrom that portion lying within the existing right-of-way of S.W. Main Street.

The parcel of land to which this description applies contains 999 square feet more or less.

The location and stationing of the Proposed Centerline of S.W. Main Street is more particularly described as follows:

Beginning at the centerline intersection of S.W. Pacific Highway, State Highway 99 West, and S.W. Main Street, being station 0+00, from which a 2-1/2" Brass Disk set in concrete, designated as Geodetic Control Station CG 022-071, bears South 62°36'24" West, 2440.19 feet. Said point is located north of the intersection of SW Grant Street and SW Grant Court and lies in the northeast curb of SW Grant Court, between 13045 SW Grant Street and 10395 SW Grant Court, in Section 2, Township 2 South, Range 1 West, W.M., City of Tigard, Washington County, Oregon.

Thence South  $60^{\circ}04'13''$  East, along the proposed centerline of S.W. Main Street, 40.14 feet to station 0+40.14, and the beginning of 127.50 radius curve to the left, having a central angle of  $83^{\circ}20'36''$ ;

Thence continuing along said proposed centerline and along the arc of said curve to the left (the long chord of which bears North  $78^{\circ}15'28''$  East, 169.54 feet) 185.46 feet to station 2+25.61;

Thence North  $36^{\circ}35'10''$  East, along the proposed centerline of S.W. Main Street, 3.75 feet to station 2+29.35 and the beginning of a 110.00 foot radius curve to the right, having a central angle of  $22^{\circ}59'19''$ ;

Thence continuing along said proposed centerline and the arc of said curve to the right (the long chord of which bears North  $48^{\circ}04'50''$  East, 43.84 feet) 44.14 feet to station 2+73.49;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North  $59^{\circ}34'29''$  East, 645.35 feet to the intersection with the centerline of S.W. Burnham Street at station 9+18.84;

Thence continuing along said line North  $59^{\circ}34'29''$  East, 84.13 feet to the intersection with the centerline of S.W. Burnham Street at station 10+02.97;

Thence continuing along said line, North  $59^{\circ}34'29''$  East, 42.66 feet to an angle point at station 10+45.62;

Thence North  $55^{\circ}18'33''$  East, along said proposed centerline of S.W. Main Street, 85.79 feet to station 11+31.41 and the beginning of a 800.00 foot radius curve to the left, having a central angle of  $02^{\circ}22'38''$ ;

Thence continuing along said proposed centerline and the arc of said curve to the left (the long chord of which bears North  $54^{\circ}07'14''$  East, 33.19 feet) 33.19 feet to the intersection with the centerline of S.W. Electric Street at station 11+64.60;

Thence continuing along said 800.00 foot radius curve to the left, having a central angle of  $02^{\circ}22'47''$  (the long chord of which bears North  $51^{\circ}44'32''$  East, 33.22 feet) 33.23 feet to station 11+97.83;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North  $50^{\circ}33'09''$  East, 130.44 feet to the intersection with the centerline S.W. Tigard Street at Station 13+28.27;

Thence continuing along said line North  $50^{\circ}33'09''$  East, 101 feet, more or less to the centerline of Burlington Northern Railroad, per Partition Plat No. 1996-026 at approximate station 14+29, and the terminus of said herein described proposed

centerline, from which, said Geodetic Control Station GC 022-071 bears South 61°56'29" West, 3819.13 feet.

The **Basis of Bearings** for this description is the state plane bearing between the published coordinates of Geodetic Control Stations GC 022-071 and GC 022-065, Washington County Survey Records, as North 42°03'27" East. Published coordinates of said GC 022-071 were held with an overall project combined scale factor of 1.000099592 to match ground measurements.

## PARCEL 2 – TEMPORARY CONSTRUCTION EASEMENT

A parcel of land located in the Northeast One-Quarter and the Northwest One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Bargain and Sale Deed to Highlands Associates, Ltd., recorded February 22, 2006 as Document 2006-020386, Washington County Records, said parcel being that portion of said property lying northwesterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Station	to	Station	Offset on <b>Southeasterly</b> side of Centerline
0+80		2+10.64	51.00 feet (parallel with the proposed centerline of S.W. Main Street) to a point of reverse curve
2+10.64		2+26.89	51.00 feet (along arc with a 35.00 foot radius curve right, having a central angle of 41°58'23", long chord bears North 64°18'02" East, 25.07 feet and arc length of 25.64 feet) to 61.43 feet
2+26.89		2+22.09	61.43 feet in a straight line to 99.85 feet
2+22.09		3+60.00	99.85 feet in a straight line to 87.55 feet

EXCEPTING therefrom that portion of said property lying within the existing right of way of S.W. Main Street and the aforementioned Parcel 1.

The parcel of land to which this description applies contains 4,682 square feet more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of S.W. Main Street described herein, being more particularly described in Parcel 1.

See attached Exhibit "B" hereby incorporated by reference.



12-31-13

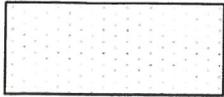
# EXHIBIT "B"

PAGE 1 OF 1  
 DECEMBER 3, 2012  
 PROPERTY NO. 1

## LEGEND

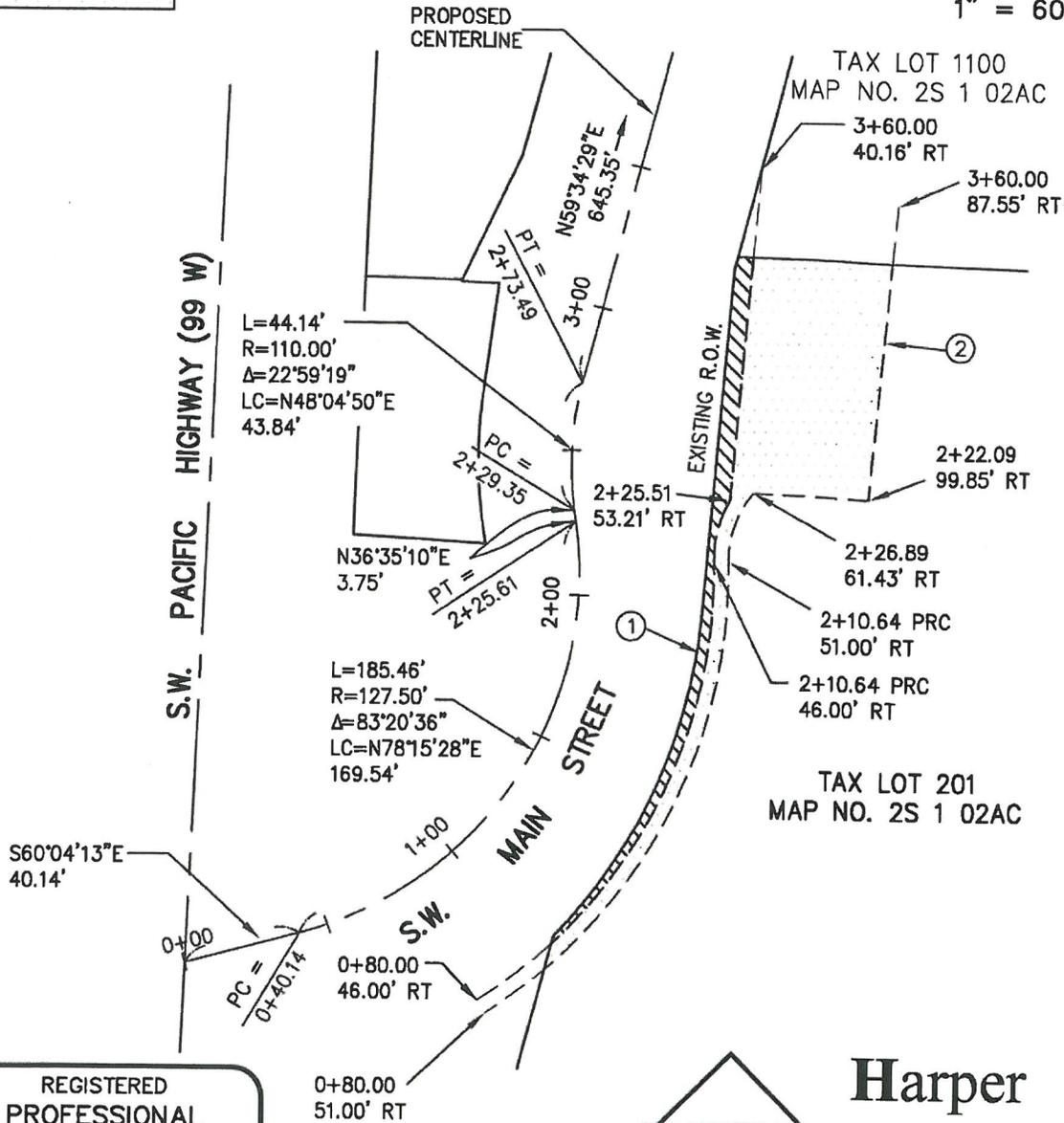
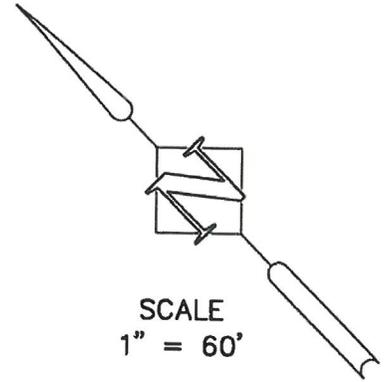


① PERMANENT R.O.W. EASEMENT  
 FOR ROAD PURPOSES  
 ± 999 SQ.FT.



② TEMPORARY CONSTRUCTION EASEMENT  
 FOR ROAD PURPOSES  
 ± 4,682 SQ.FT.

SCALE  
 1" = 60'



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*John T. Campbell*  
 OREGON  
 JULY 15, 2003  
 JOHN T. CAMPBELL  
 60070 LS

EXP. 12-31-13



**Harper  
 Houf Peterson  
 Righellis Inc.**

ENGINEERS • PLANNERS  
 LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202  
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

## EXHIBIT "A"

Main St.: OR99W – Rail Corridor (Tigard)  
December 3, 2012  
OWNER: Main Street, LLC  
Page 1 of 3

State No. FAP 7365(009), Key No. 15600  
Map & Tax Lot No. 2S 1 02AC-1100  
Property No. 4

### PARCEL 1 – TEMPORARY CONSTRUCTION EASEMENT

A parcel of land located in the Northeast One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Bargain and Sale Deed to Main Street, LLC, recorded January 22, 2002 as Document 2002-007591, Washington County Records, said parcel being that portion of said property included in a strip of land lying southeasterly of the following described proposed centerline of S.W. Main Street.

The location and stationing of the Proposed Centerline of S.W. Main Street is more particularly described as follows:

Beginning at the centerline intersection of S.W. Pacific Highway, State Highway 99 West, and S.W. Main Street, being station 0+00, from which a 2-1/2" Brass Disk set in concrete, designated as Geodetic Control Station CG 022-071, bears South 62°36'24" West, 2440.19 feet. Said point is located north of the intersection of SW Grant Street and SW Grant Court and lies in the northeast curb of SW Grant Court, between 13045 SW Grant Street and 10395 SW Grant Court, in Section 2, Township 2 South, Range 1 West, W.M., City of Tigard, Washington County, Oregon.

Thence South 60°04'13" East, along the proposed centerline of S.W. Main Street, 40.14 feet to station 0+40.14, and the beginning of 127.50 radius curve to the left, having a central angle of 83°20'36";

Thence continuing along said proposed centerline and along the arc of said curve to the left (the long chord of which bears North 78°15'28" East, 169.54 feet) 185.46 feet to station 2+25.61;

Thence North 36°35'10" East, along the proposed centerline of S.W. Main Street, 3.75 feet to station 2+29.35 and the beginning of a 110.00 foot radius curve to the right, having a central angle of 22°59'19";

Thence continuing along said proposed centerline and the arc of said curve to the right (the long chord of which bears North 48°04'50" East, 43.84 feet) 44.14 feet to station 2+73.49;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North 59°34'29" East, 645.35 feet to the intersection with the centerline of S.W. Burnham Street at station 9+18.84;

Thence continuing along said line North 59°34'29" East, 84.13 feet to the intersection with the centerline of S.W. Burnham Street at station 10+02.97;

Thence continuing along said line, North 59°34'29" East, 42.66 feet to an angle point at station 10+45.62;

Thence North 55°18'33" East, along said proposed centerline of S.W. Main Street, 85.79 feet to station 11+31.41 and the beginning of a 800.00 foot radius curve to the left, having a central angle of 02°22'38";

Thence continuing along said proposed centerline and the arc of said curve to the left (the long chord of which bears North 54°07'14" East, 33.19 feet) 33.19 feet to the intersection with the centerline of S.W. Electric Street at station 11+64.60;

Thence continuing along said 800.00 foot radius curve to the left, having a central angle of 02°22'47" (the long chord of which bears North 51°44'32" East, 33.22 feet) 33.23 feet to station 11+97.83;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North 50°33'09" East, 130.44 feet to the intersection with the centerline S.W. Tigard Street at Station 13+28.27;

Thence continuing along said line North 50°33'09" East, 101 feet, more or less to the centerline of Burlington Northern Railroad, per Partition Plat No. 1996-026 at approximate station 14+29, and the terminus of said herein described proposed centerline, from which, said Geodetic Control Station GC 022-071 bears South 61°56'29" West, 3819.13 feet.

The **Basis of Bearings** for this description is the state plane bearing between the published coordinates of Geodetic Control Stations GC 022-071 and GC 022-065, Washington County Survey Records, as North 42°03'27" East. Published coordinates of said GC 022-071 were held with an overall project combined scale factor of 1.000099592 to match ground measurements.

The width of said strip with reference to the above described centerline is as follows:

Station	to	Station	Width on <b>Southeasterly</b> side of Centerline
3+00		4+25.00	45.00 feet

EXCEPTING therefrom that portion lying within the existing right-of-way of S.W. Main Street.

The parcel of land to which this description applies contains 424 square feet more or less.

See attached Exhibit "B" hereby incorporated by reference.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

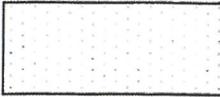
OREGON  
JULY 15, 2003  
JOHN T. CAMPBELL  
60070 LS

12-31-13

EXHIBIT "B"

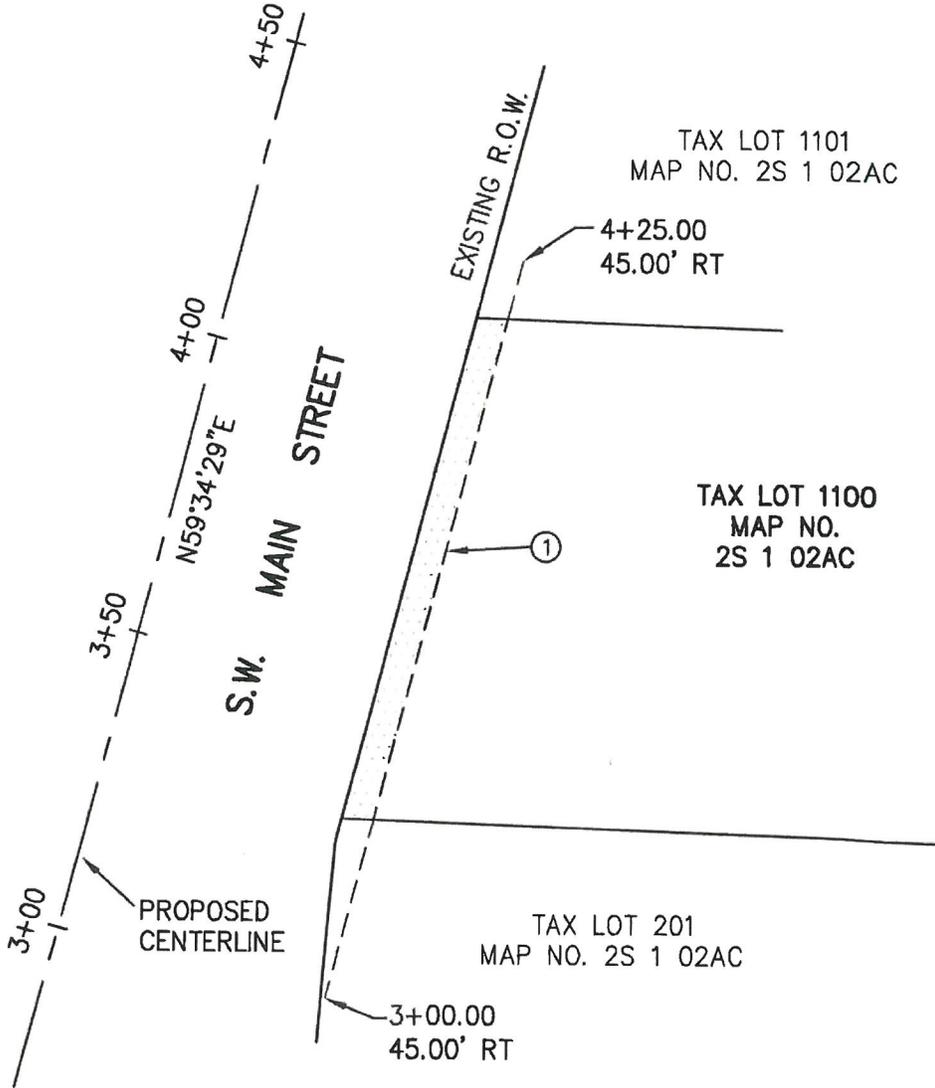
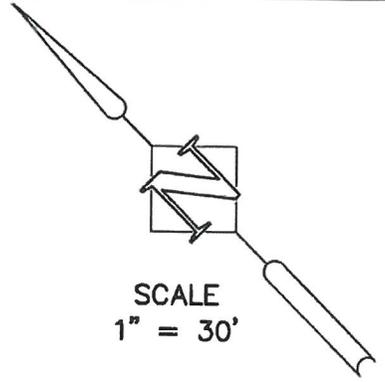
PAGE 1 OF 1  
DECEMBER 3, 2012  
PROPERTY NO. 4

LEGEND



① TEMPORARY CONSTRUCTION EASEMENT  
FOR ROAD PURPOSES  
±424 SQ.FT.

SCALE  
1" = 30'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John T. Campbell*  
OREGON  
JULY 15, 2003  
JOHN T. CAMPBELL  
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EXP. 12-31-13



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## EXHIBIT "A"

Main St.: OR99W – Rail Corridor (Tigard)  
December 3, 2012  
OWNER: Two G's Real Estate, LLC  
Page 1 of 3

State No. FAP 7365(009), Key No. 15600  
Map & Tax Lot No. 2S 1 02AC-1101  
Property No. 6

### PARCEL 1 – DEDICATION OF RIGHT-OF-WAY

A parcel of land located in the Northeast One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Statutory Warranty Deed to Two G's Real Estate, LLC, recorded February 29, 2008 as Document 2008-017891, Washington County Records, said parcel being that portion of said property included in a strip of land lying southeasterly of the following described proposed centerline of S.W. Main Street.

The location and stationing of the Proposed Centerline of S.W. Main Street is more particularly described as follows:

Beginning at the centerline intersection of S.W. Pacific Highway, State Highway 99 West, and S.W. Main Street, being station 0+00, from which a 2-1/2" Brass Disk set in concrete, designated as Geodetic Control Station CG 022-071, bears South 62°36'24" West, 2440.19 feet. Said point is located north of the intersection of SW Grant Street and SW Grant Court and lies in the northeast curb of SW Grant Court, between 13045 SW Grant Street and 10395 SW Grant Court, in Section 2, Township 2 South, Range 1 West, W.M., City of Tigard, Washington County, Oregon.

Thence South 60°04'13" East, along the proposed centerline of S.W. Main Street, 40.14 feet to station 0+40.14, and the beginning of 127.50 radius curve to the left, having a central angle of 83°20'36";

Thence continuing along said proposed centerline and along the arc of said curve to the left (the long chord of which bears North 78°15'28" East, 169.54 feet) 185.46 feet to station 2+25.61;

Thence North 36°35'10" East, along the proposed centerline of S.W. Main Street, 3.75 feet to station 2+29.35 and the beginning of a 110.00 foot radius curve to the right, having a central angle of 22°59'19";

Thence continuing along said proposed centerline and the arc of said curve to the right (the long chord of which bears North 48°04'50" East, 43.84 feet) 44.14 feet to station 2+73.49;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North 59°34'29" East, 645.35 feet to the intersection with the centerline of S.W. Burnham Street at station 9+18.84;

Thence continuing along said line North 59°34'29" East, 84.13 feet to the intersection with the centerline of S.W. Burnham Street at station 10+02.97;

Thence continuing along said line, North 59°34'29" East, 42.66 feet to an angle point at station 10+45.62;

Thence North 55°18'33" East, along said proposed centerline of S.W. Main Street, 85.79 feet to station 11+31.41 and the beginning of a 800.00 foot radius curve to the left, having a central angle of 02°22'38";

Thence continuing along said proposed centerline and the arc of said curve to the left (the long chord of which bears North 54°07'14" East, 33.19 feet) 33.19 feet to the intersection with the centerline of S.W. Electric Street at station 11+64.60;

Thence continuing along said 800.00 foot radius curve to the left, having a central angle of 02°22'47" (the long chord of which bears North 51°44'32" East, 33.22 feet) 33.23 feet to station 11+97.83;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North 50°33'09" East, 130.44 feet to the intersection with the centerline S.W. Tigard Street at Station 13+28.27;

Thence continuing along said line North 50°33'09" East, 101 feet, more or less to the centerline of Burlington Northern Railroad, per Partition Plat No. 1996-026 at approximate station 14+29, and the terminus of said herein described proposed centerline, from which, said Geodetic Control Station GC 022-071 bears South 61°56'29" West, 3819.13 feet.

The **Basis of Bearings** for this description is the state plane bearing between the published coordinates of Geodetic Control Stations GC 022-071 and GC 022-065, Washington County Survey Records, as North 42°03'27" East. Published coordinates of said GC 022-071 were held with an overall project combined scale factor of 1.000099592 to match ground measurements.

The width of said strip with reference to the above described centerline is as follows:

<b>Station</b>	<b>to</b>	<b>Station</b>	<b>Width on Southeasterly side of Centerline</b>
5+00		5+50.00	35.00 feet

EXCEPTING therefrom that portion lying within the existing right-of-way of S.W. Main Street.

The parcel of land to which this description applies contains 98 square feet more or less.

**PARCEL 2 – TEMPORARY CONSTRUCTION EASEMENT**

A parcel of land located in the Northeast One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Statutory Warranty Deed to Two G's Real Estate, LLC, recorded February 29, 2008 as Document 2008-017891, Washington County Records, said parcel being that portion of said property included in a strip of land lying southeasterly of the aforementioned described proposed centerline of S.W. Main Street.

<b>Station</b>	<b>to</b>	<b>Station</b>	<b>Width on Southeasterly side of Centerline</b>
4+00		4+78.89	45.00 feet

EXCEPTING therefrom that portion of said property lying within the existing right of way of S.W. Main Street.

The Parcel of land to which this description applies contains 322 square feet more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of S.W. Main Street described herein, being more particularly described in Parcel 1.

See attached Exhibit "B" hereby incorporated by reference.

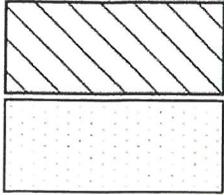


12-31-13

EXHIBIT "B"

PAGE 1 OF 1  
DECEMBER 3, 2012  
PROPERTY NO. 6

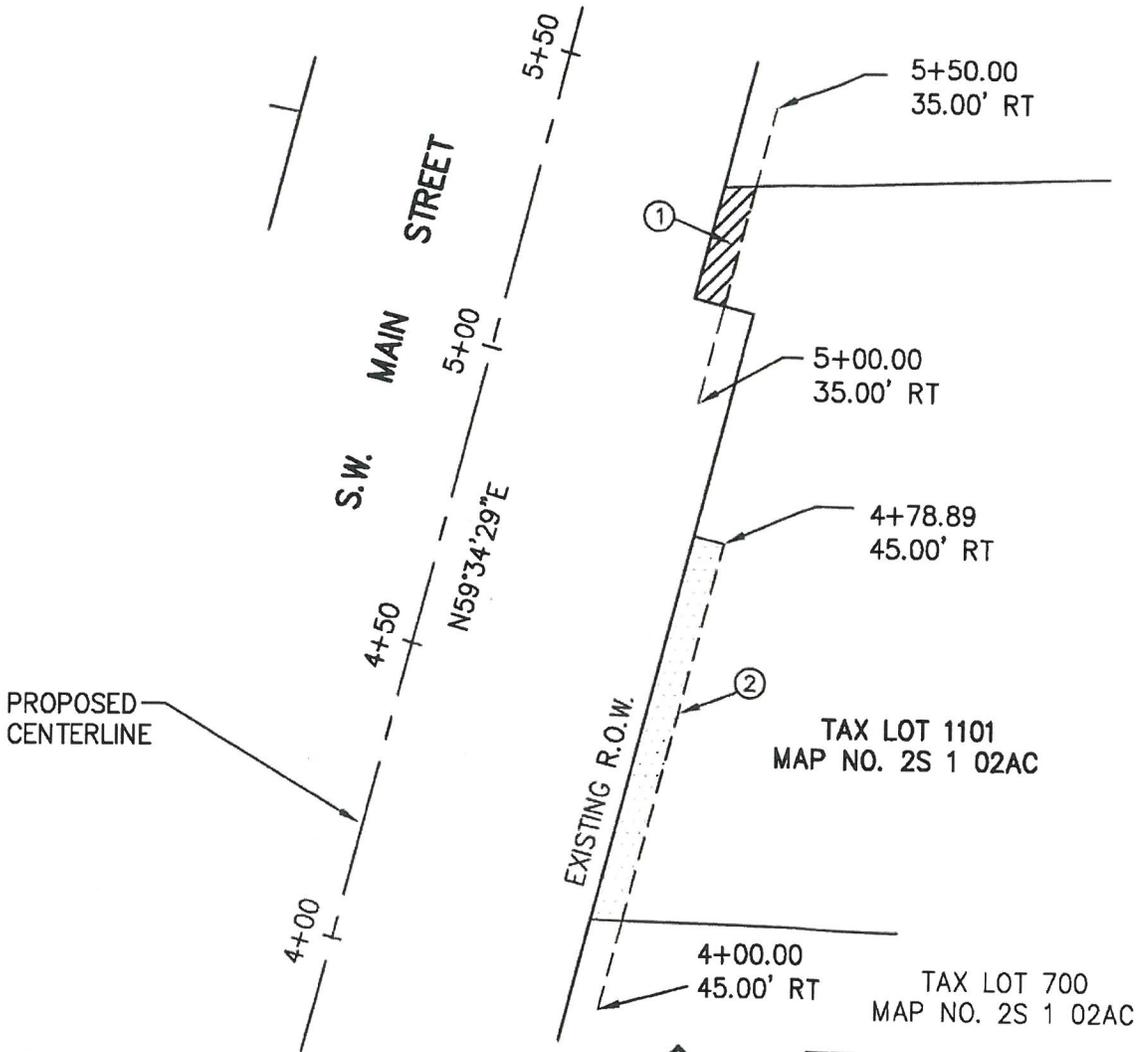
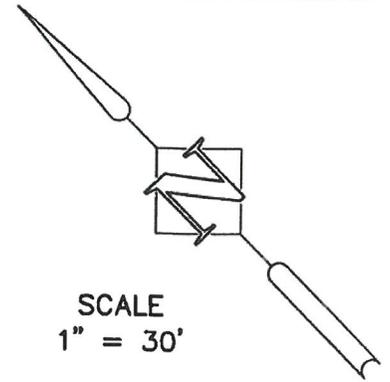
LEGEND



① PERMANENT R.O.W. EASEMENT  
FOR ROAD PURPOSES  
± 98 SQ.FT.

② TEMPORARY CONSTRUCTION EASEMENT  
FOR ROAD PURPOSES  
± 322 SQ.FT.

SCALE  
1" = 30'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John T. Campbell*  
OREGON  
JULY 15, 2003  
JOHN T. CAMPBELL  
60070 LS

EXP. 12-31-13

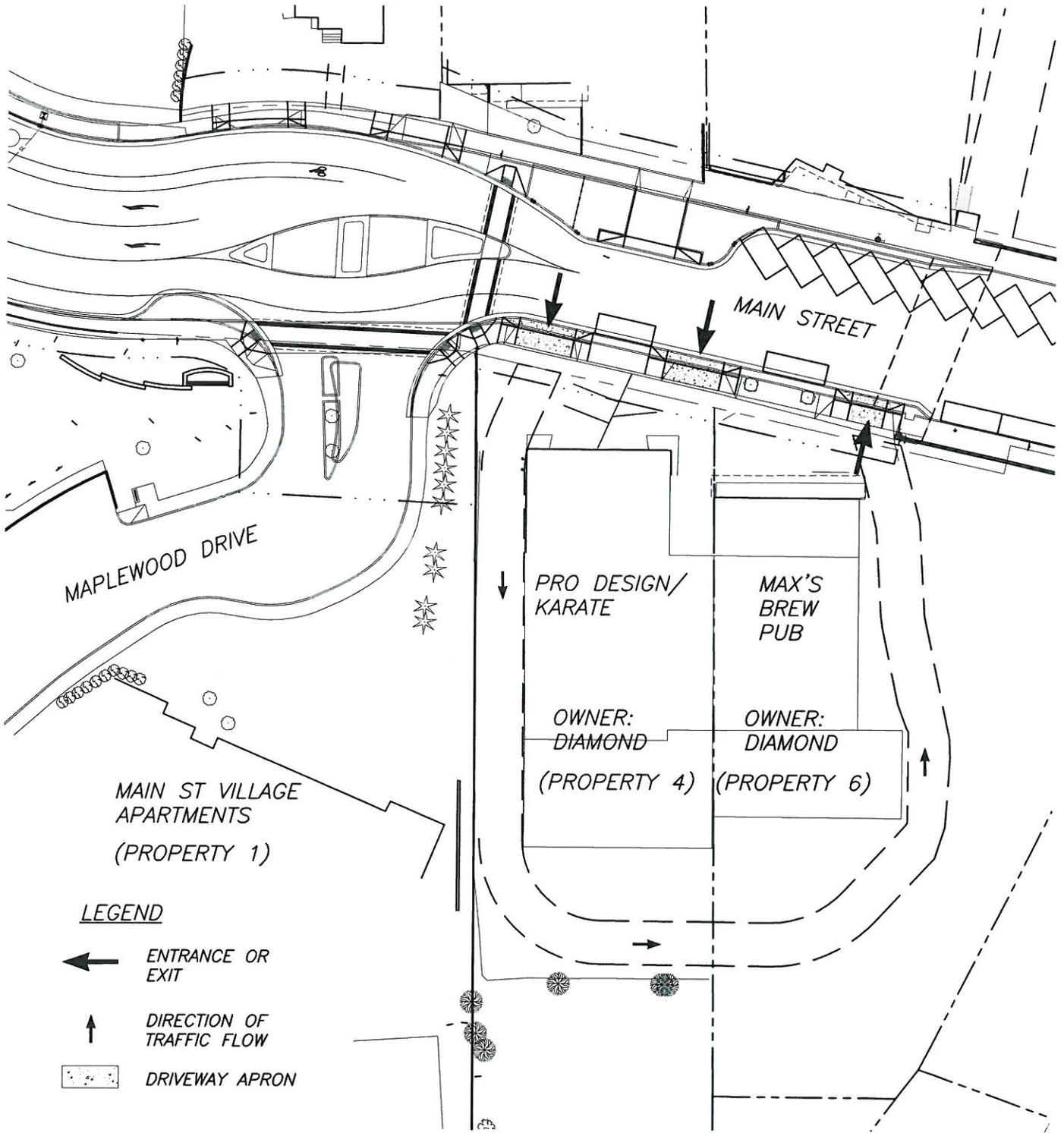


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205 SE Spokane Street, Suite 200, Portland, OR 97202  
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Plotted by: JEFF PECK on Wednesday, March 13, 2013 at 12:38:36 PM from the OPTION 3 - MODIFIED TURNAROUND layout tab  
File Name: Path: L:\ENG\PROJECTS\CONSULTANT PROJECTS\2010-2011\MAIN STREET GREEN STREET REFERENCES\OPTION 3.DWG



PROJECT IMPACTS:

BUDGET: NONE  
SCHEDULE: NONE

**ENGINEERING DIVISION  
PUBLIC WORKS DEPARTMENT**  
13125 S.W. HALL BLVD.  
TIGARD, OREGON 97223  
VOICE: 503-639-4171  
FAX: 503-624-0752  
WWW.TIGARD-OR.GOV

# PROPERTIES 1, 4 & 6

FIGURE

FILE NO

**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 13-**

A RESOLUTION TO AMEND RESOLUTION NO. 12-01, REMOVING AND REPLACING PROPERTY NOS. 1, 4 AND 6 WITH REVISED LEGAL DESCRIPTIONS AND DEPICTIONS. RESOLUTION NO. 12-01 DECLARES THE NEED TO ACQUIRE RIGHTS OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS ON PROPERTIES FOR THE PURPOSES OF INSTALLING, REPLACING, AND REPAIRING SIDEWALK AND GREEN STREET IMPROVEMENTS NEEDED TO PROVIDE SAFE TRANSPORTATION ROUTES FOR PEDESTRIANS

---

WHEREAS, the City of Tigard Charter grants the City of Tigard (“City”) authority to acquire interest in land for public purposes; and

WHEREAS, the City is authorized by ORS 223.005 et seq. and ORS 35.015 et seq. to purchase, acquire, take, use, enter upon and appropriate land and property within or without its corporate limits for the purposes provided in those statutes; and

WHEREAS, the City needs to acquire rights of way and/or temporary construction easements on 29 properties on Main Street as part of an overall green street project for the public purpose of providing safe transportation for pedestrians; and

WHEREAS, the City has determined that the acquisition of rights of way and/or temporary construction easements on certain properties is necessary and will be used for the location, installation, replacement and repair of the needed city sidewalk and green street improvements; and

WHEREAS, the City, on January 24, 2012, adopted Resolution No. 12-01, in which the City Council declared the need to acquire the above-referenced rights of way and temporary construction easements, and authorized City staff to proceed with acquiring said properties, including, if necessary, the use of eminent domain.

WHEREAS, the City Council has determined that it is in the public interest to revise the project design, and this revision changes Exhibits A and B for Property Nos. 1, 4 and 6 in Resolution No. 12-01; and

WHEREAS, the legal descriptions and depictions for Property Nos. 1, 4 and 6 have been revised accordingly.

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

SECTION 1: Resolution No. 12-01 is hereby amended as follows: Exhibits A and B for Property Nos. 1, 4 and 6 in Resolution No. 12-01 are replaced in their entirety by the legal descriptions and depictions attached and incorporated to this resolution as Exhibits A and B for Property Nos. 1, 4 and 6.

SECTION 2: Except as amended herein, Resolution No. 12-01, and the remainder of Exhibits A and B to Resolution No. 12-01, remain in full force and effect.

RESOLUTION NO. 13-\_\_\_\_\_

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2013.

---

Mayor - City of Tigard

ATTEST:

---

City Recorder - City of Tigard

**EXHIBIT "A"**

Main St.: OR99W – Rail Corridor (Tigard)  
December 3, 2012

State No. FAP 7365(009), Key No. 15600  
Map & Tax Lot No. 2S 1 02AC-201  
Property No. 1

Page 1 of 3

**PARCEL 1 – DEDICATION OF RIGHT-OF-WAY**

A parcel of land located in the Northeast One-Quarter and the Northwest One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Bargain and Sale Deed to Highlands Associates, Ltd., recorded February 22, 2006 as Document 2006-020386, Washington County Records, said parcel being that portion of said property lying Northwesterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

<b>Station</b>	<b>to</b>	<b>Station</b>	<b>Offset on Southeasterly side of Centerline</b>
0+80		2+10.64	46.00 feet (parallel with the proposed centerline of S.W. Main Street) to a point of reverse curve
2+10.64		2+25.51	46.00 feet (along arc with a 40.00 foot radius curve right, having a central angle of 31°43'58", long chord bears North 59°10'50" East, 21.87 feet and arc length of 22.15 feet) to 53.21 feet
2+25.51		3+60	53.21 feet in a straight line to 40.16 feet

EXCEPTING therefrom that portion lying within the existing right-of-way of S.W. Main Street.

The parcel of land to which this description applies contains 999 square feet more or less.

The location and stationing of the Proposed Centerline of S.W. Main Street is more particularly described as follows:

Beginning at the centerline intersection of S.W. Pacific Highway, State Highway 99 West, and S.W. Main Street, being station 0+00, from which a 2-1/2" Brass Disk set in concrete, designated as Geodetic Control Station CG 022-071, bears South 62°36'24" West, 2440.19 feet. Said point is located north of the intersection of SW Grant Street and SW Grant Court and lies in the northeast curb of SW Grant Court, between 13045 SW Grant Street and 10395 SW Grant Court, in Section 2, Township 2 South, Range 1 West, W.M., City of Tigard, Washington County, Oregon.

Thence South  $60^{\circ}04'13''$  East, along the proposed centerline of S.W. Main Street, 40.14 feet to station 0+40.14, and the beginning of 127.50 radius curve to the left, having a central angle of  $83^{\circ}20'36''$ ;

Thence continuing along said proposed centerline and along the arc of said curve to the left (the long chord of which bears North  $78^{\circ}15'28''$  East, 169.54 feet) 185.46 feet to station 2+25.61;

Thence North  $36^{\circ}35'10''$  East, along the proposed centerline of S.W. Main Street, 3.75 feet to station 2+29.35 and the beginning of a 110.00 foot radius curve to the right, having a central angle of  $22^{\circ}59'19''$ ;

Thence continuing along said proposed centerline and the arc of said curve to the right (the long chord of which bears North  $48^{\circ}04'50''$  East, 43.84 feet) 44.14 feet to station 2+73.49;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North  $59^{\circ}34'29''$  East, 645.35 feet to the intersection with the centerline of S.W. Burnham Street at station 9+18.84;

Thence continuing along said line North  $59^{\circ}34'29''$  East, 84.13 feet to the intersection with the centerline of S.W. Burnham Street at station 10+02.97;

Thence continuing along said line, North  $59^{\circ}34'29''$  East, 42.66 feet to an angle point at station 10+45.62;

Thence North  $55^{\circ}18'33''$  East, along said proposed centerline of S.W. Main Street, 85.79 feet to station 11+31.41 and the beginning of a 800.00 foot radius curve to the left, having a central angle of  $02^{\circ}22'38''$ ;

Thence continuing along said proposed centerline and the arc of said curve to the left (the long chord of which bears North  $54^{\circ}07'14''$  East, 33.19 feet) 33.19 feet to the intersection with the centerline of S.W. Electric Street at station 11+64.60;

Thence continuing along said 800.00 foot radius curve to the left, having a central angle of  $02^{\circ}22'47''$  (the long chord of which bears North  $51^{\circ}44'32''$  East, 33.22 feet) 33.23 feet to station 11+97.83;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North  $50^{\circ}33'09''$  East, 130.44 feet to the intersection with the centerline S.W. Tigard Street at Station 13+28.27;

Thence continuing along said line North  $50^{\circ}33'09''$  East, 101 feet, more or less to the centerline of Burlington Northern Railroad, per Partition Plat No. 1996-026 at approximate station 14+29, and the terminus of said herein described proposed

centerline, from which, said Geodetic Control Station GC 022-071 bears South 61°56'29" West, 3819.13 feet.

The **Basis of Bearings** for this description is the state plane bearing between the published coordinates of Geodetic Control Stations GC 022-071 and GC 022-065, Washington County Survey Records, as North 42°03'27" East. Published coordinates of said GC 022-071 were held with an overall project combined scale factor of 1.000099592 to match ground measurements.

## PARCEL 2 – TEMPORARY CONSTRUCTION EASEMENT

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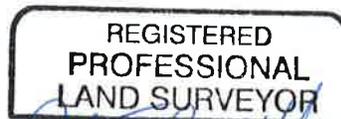
Station	to	Station	Offset on <b>Southeasterly</b> side of Centerline
0+80		2+10.64	51.00 feet (parallel with the proposed centerline of S.W. Main Street) to a point of reverse curve
2+10.64		2+26.89	51.00 feet (along arc with a 35.00 foot radius curve right, having a central angle of 41°58'23", long chord bears North 64°18'02" East, 25.07 feet and arc length of 25.64 feet) to 61.43 feet
2+26.89		2+22.09	61.43 feet in a straight line to 99.85 feet
2+22.09		3+60.00	99.85 feet in a straight line to 87.55 feet

EXCEPTING therefrom that portion of said property lying within the existing right of way of S.W. Main Street and the aforementioned Parcel 1.

The parcel of land to which this description applies contains 4,682 square feet more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of S.W. Main Street described herein, being more particularly described in Parcel 1.

See attached Exhibit "B" hereby incorporated by reference.

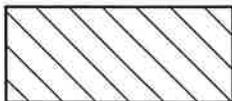


12-31-13

# EXHIBIT "B"

PAGE 1 OF 1  
 DECEMBER 3, 2012  
 PROPERTY NO. 1

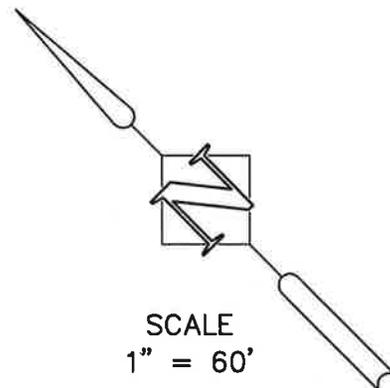
## LEGEND



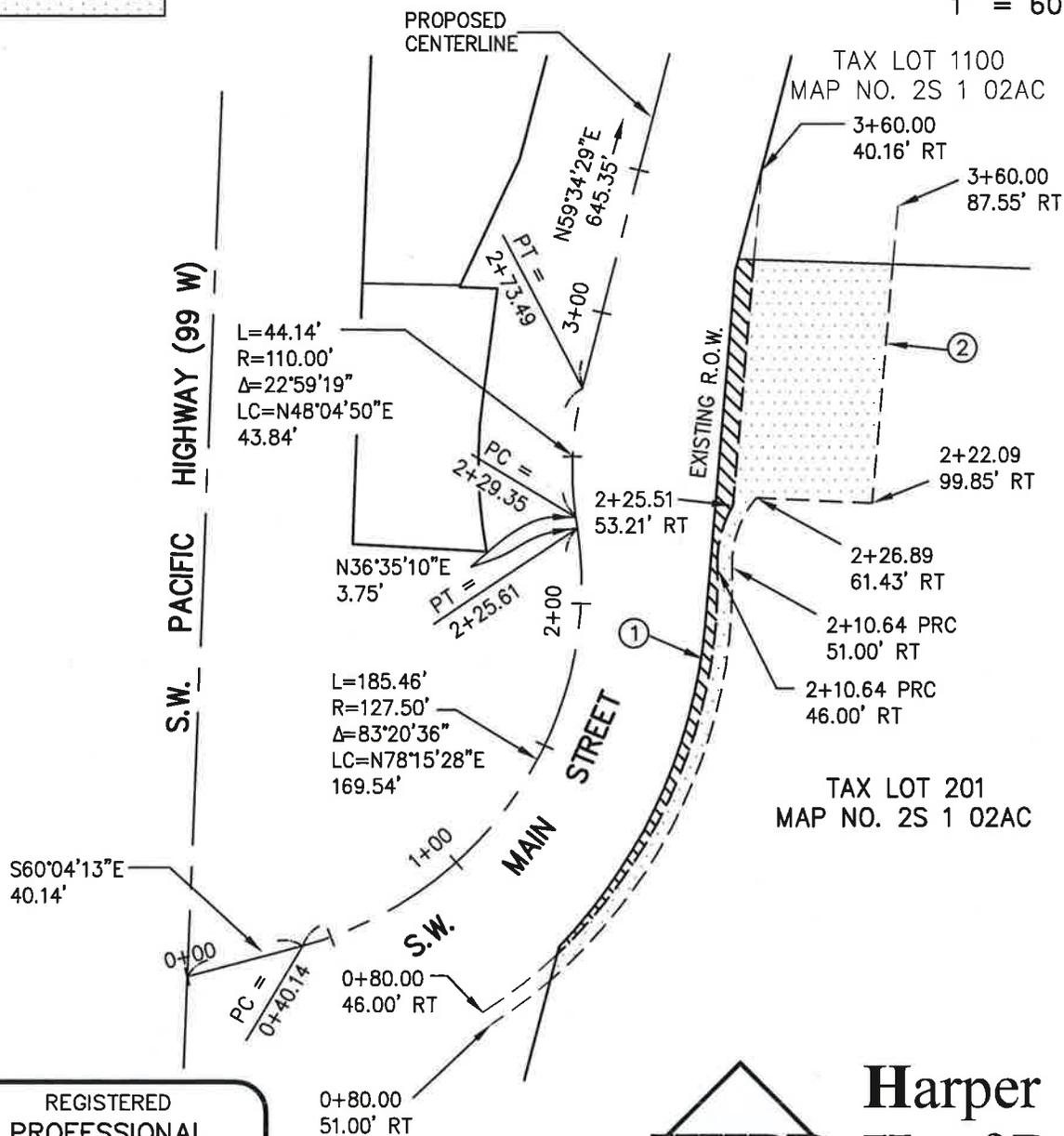
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 FOR ROAD PURPOSES  
 ± 999 SQ.FT.



② TEMPORARY CONSTRUCTION EASEMENT  
 FOR ROAD PURPOSES  
 ± 4,682 SQ.FT.



SCALE  
 1" = 60'



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*John T. Campbell*  
 OREGON  
 JULY 15, 2003  
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 LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202  
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

## EXHIBIT "A"

Main St.: OR99W – Rail Corridor (Tigard)  
December 3, 2012

State No. FAP 7365(009), Key No. 15600  
Map & Tax Lot No. 2S 1 02AC-1100  
Property No. 4

Page 1 of 3

### PARCEL 1 – TEMPORARY CONSTRUCTION EASEMENT

A parcel of land located in the Northeast One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Bargain and Sale Deed to Main Street, LLC, recorded January 22, 2002 as Document 2002-007591, Washington County Records, said parcel being that portion of said property included in a strip of land lying southeasterly of the following described proposed centerline of S.W. Main Street.

The location and stationing of the Proposed Centerline of S.W. Main Street is more particularly described as follows:

Beginning at the centerline intersection of S.W. Pacific Highway, State Highway 99 West, and S.W. Main Street, being station 0+00, from which a 2-1/2" Brass Disk set in concrete, designated as Geodetic Control Station CG 022-071, bears South 62°36'24" West, 2440.19 feet. Said point is located north of the intersection of SW Grant Street and SW Grant Court and lies in the northeast curb of SW Grant Court, between 13045 SW Grant Street and 10395 SW Grant Court, in Section 2, Township 2 South, Range 1 West, W.M., City of Tigard, Washington County, Oregon.

Thence South 60°04'13" East, along the proposed centerline of S.W. Main Street, 40.14 feet to station 0+40.14, and the beginning of 127.50 radius curve to the left, having a central angle of 83°20'36";

Thence continuing along said proposed centerline and along the arc of said curve to the left (the long chord of which bears North 78°15'28" East, 169.54 feet) 185.46 feet to station 2+25.61;

Thence North 36°35'10" East, along the proposed centerline of S.W. Main Street, 3.75 feet to station 2+29.35 and the beginning of a 110.00 foot radius curve to the right, having a central angle of 22°59'19";

Thence continuing along said proposed centerline and the arc of said curve to the right (the long chord of which bears North 48°04'50" East, 43.84 feet) 44.14 feet to station 2+73.49;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North  $59^{\circ}34'29''$  East, 645.35 feet to the intersection with the centerline of S.W. Burnham Street at station 9+18.84;

Thence continuing along said line North  $59^{\circ}34'29''$  East, 84.13 feet to the intersection with the centerline of S.W. Burnham Street at station 10+02.97;

Thence continuing along said line, North  $59^{\circ}34'29''$  East, 42.66 feet to an angle point at station 10+45.62;

Thence North  $55^{\circ}18'33''$  East, along said proposed centerline of S.W. Main Street, 85.79 feet to station 11+31.41 and the beginning of a 800.00 foot radius curve to the left, having a central angle of  $02^{\circ}22'38''$ ;

Thence continuing along said proposed centerline and the arc of said curve to the left (the long chord of which bears North  $54^{\circ}07'14''$  East, 33.19 feet) 33.19 feet to the intersection with the centerline of S.W. Electric Street at station 11+64.60;

Thence continuing along said 800.00 foot radius curve to the left, having a central angle of  $02^{\circ}22'47''$  (the long chord of which bears North  $51^{\circ}44'32''$  East, 33.22 feet) 33.23 feet to station 11+97.83;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North  $50^{\circ}33'09''$  East, 130.44 feet to the intersection with the centerline S.W. Tigard Street at Station 13+28.27;

Thence continuing along said line North  $50^{\circ}33'09''$  East, 101 feet, more or less to the centerline of Burlington Northern Railroad, per Partition Plat No. 1996-026 at approximate station 14+29, and the terminus of said herein described proposed centerline, from which, said Geodetic Control Station GC 022-071 bears South  $61^{\circ}56'29''$  West, 3819.13 feet.

The **Basis of Bearings** for this description is the state plane bearing between the published coordinates of Geodetic Control Stations GC 022-071 and GC 022-065, Washington County Survey Records, as North  $42^{\circ}03'27''$  East. Published coordinates of said GC 022-071 were held with an overall project combined scale factor of 1.000099592 to match ground measurements.

The width of said strip with reference to the above described centerline is as follows:

<b>Station</b>	<b>to</b>	<b>Station</b>	<b>Width on Southeasterly side of Centerline</b>
3+00		4+25.00	45.00 feet

EXCEPTING therefrom that portion lying within the existing right-of-way of S.W. Main Street.

The parcel of land to which this description applies contains 424 square feet more or less.

See attached Exhibit "B" hereby incorporated by reference.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 15, 2003  
**JOHN T. CAMPBELL**  
60070 LS

12-31-13

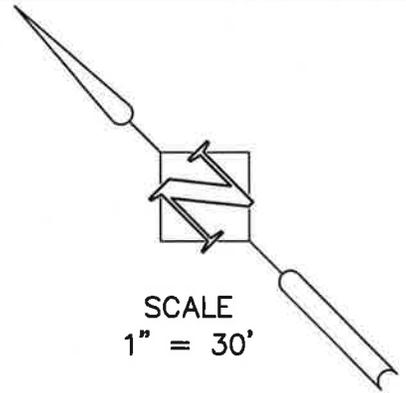
# EXHIBIT "B"

PAGE 1 OF 1  
DECEMBER 3, 2012  
PROPERTY NO. 4

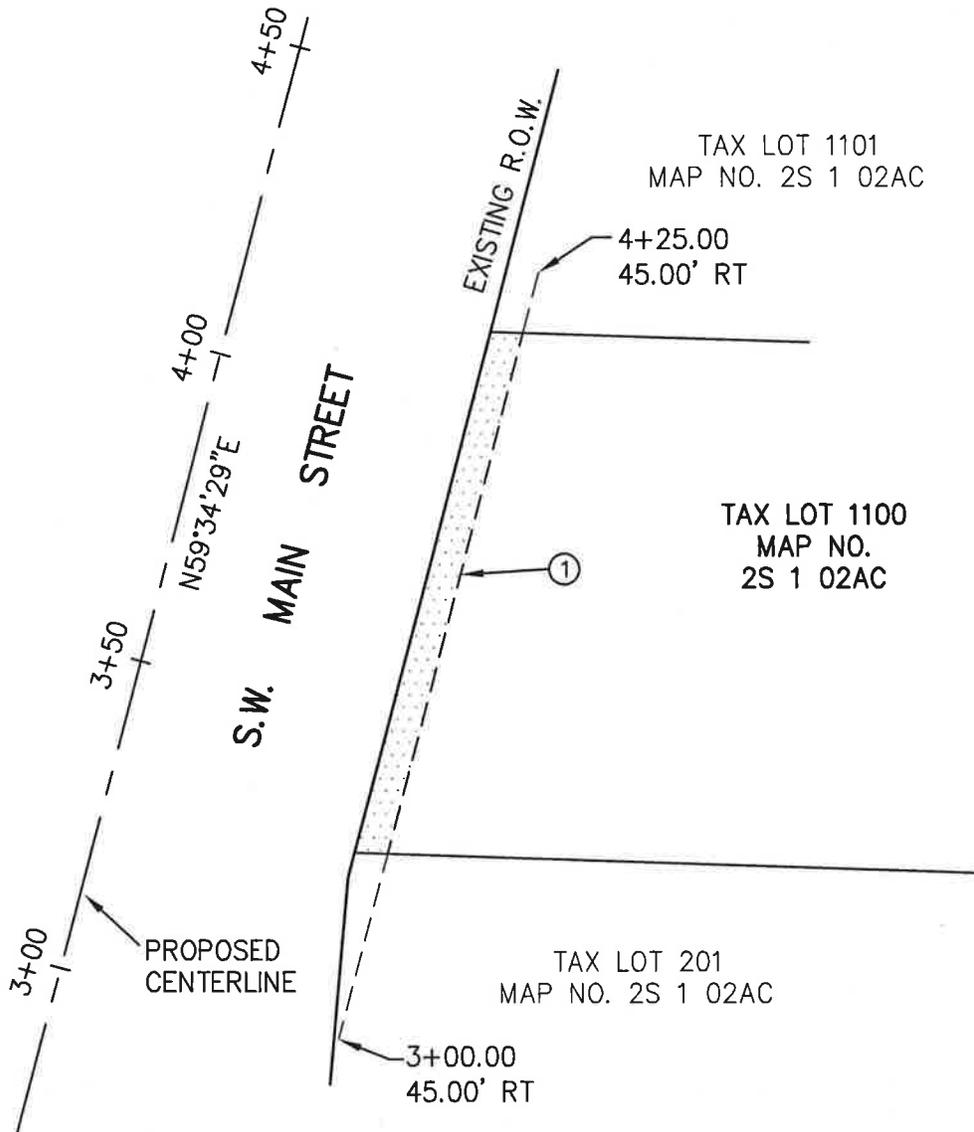
## LEGEND



① TEMPORARY CONSTRUCTION EASEMENT  
FOR ROAD PURPOSES  
±424 SQ.FT.



SCALE  
1" = 30'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John T. Campbell*  
OREGON  
JULY 15, 2003  
JOHN T. CAMPBELL  
60070 LS

EXP. 12-31-13



**Harper  
Houf Peterson  
Righellis Inc.**

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## EXHIBIT "A"

Main St.: OR99W – Rail Corridor (Tigard)  
December 3, 2012

State No. FAP 7365(009), Key No. 15600  
Map & Tax Lot No. 2S 1 02AC-1101  
Property No. 6

Page 1 of 3

### PARCEL 1 – DEDICATION OF RIGHT-OF-WAY

A parcel of land located in the Northeast One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Statutory Warranty Deed to Two G's Real Estate, LLC, recorded February 29, 2008 as Document 2008-017891, Washington County Records, said parcel being that portion of said property included in a strip of land lying southeasterly of the following described proposed centerline of S.W. Main Street.

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Beginning at the centerline intersection of S.W. Pacific Highway, State Highway 99 West, and S.W. Main Street, being station 0+00, from which a 2-1/2" Brass Disk set in concrete, designated as Geodetic Control Station CG 022-071, bears South 62°36'24" West, 2440.19 feet. Said point is located north of the intersection of SW Grant Street and SW Grant Court and lies in the northeast curb of SW Grant Court, between 13045 SW Grant Street and 10395 SW Grant Court, in Section 2, Township 2 South, Range 1 West, W.M., City of Tigard, Washington County, Oregon.

Thence South 60°04'13" East, along the proposed centerline of S.W. Main Street, 40.14 feet to station 0+40.14, and the beginning of 127.50 radius curve to the left, having a central angle of 83°20'36";

Thence continuing along said proposed centerline and along the arc of said curve to the left (the long chord of which bears North 78°15'28" East, 169.54 feet) 185.46 feet to station 2+25.61;

Thence North 36°35'10" East, along the proposed centerline of S.W. Main Street, 3.75 feet to station 2+29.35 and the beginning of a 110.00 foot radius curve to the right, having a central angle of 22°59'19";

Thence continuing along said proposed centerline and the arc of said curve to the right (the long chord of which bears North 48°04'50" East, 43.84 feet) 44.14 feet to station 2+73.49;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North 59°34'29" East, 645.35 feet to the intersection with the centerline of S.W. Burnham Street at station 9+18.84;

Thence continuing along said line North 59°34'29" East, 84.13 feet to the intersection with the centerline of S.W. Burnham Street at station 10+02.97;

Thence continuing along said line, North 59°34'29" East, 42.66 feet to an angle point at station 10+45.62;

Thence North 55°18'33" East, along said proposed centerline of S.W. Main Street, 85.79 feet to station 11+31.41 and the beginning of a 800.00 foot radius curve to the left, having a central angle of 02°22'38";

Thence continuing along said proposed centerline and the arc of said curve to the left (the long chord of which bears North 54°07'14" East, 33.19 feet) 33.19 feet to the intersection with the centerline of S.W. Electric Street at station 11+64.60;

Thence continuing along said 800.00 foot radius curve to the left, having a central angle of 02°22'47" (the long chord of which bears North 51°44'32" East, 33.22 feet) 33.23 feet to station 11+97.83;

Thence leaving said curve and continuing along the proposed centerline of S.W. Main Street North 50°33'09" East, 130.44 feet to the intersection with the centerline S.W. Tigard Street at Station 13+28.27;

Thence continuing along said line North 50°33'09" East, 101 feet, more or less to the centerline of Burlington Northern Railroad, per Partition Plat No. 1996-026 at approximate station 14+29, and the terminus of said herein described proposed centerline, from which, said Geodetic Control Station GC 022-071 bears South 61°56'29" West, 3819.13 feet.

The **Basis of Bearings** for this description is the state plane bearing between the published coordinates of Geodetic Control Stations GC 022-071 and GC 022-065, Washington County Survey Records, as North 42°03'27" East. Published coordinates of said GC 022-071 were held with an overall project combined scale factor of 1.000099592 to match ground measurements.

The width of said strip with reference to the above described centerline is as follows:

<b>Station</b>	<b>to</b>	<b>Station</b>	<b>Width on Southeasterly side of Centerline</b>
5+00		5+50.00	35.00 feet

EXCEPTING therefrom that portion lying within the existing right-of-way of S.W. Main Street.

The parcel of land to which this description applies contains 98 square feet more or less.

## PARCEL 2 – TEMPORARY CONSTRUCTION EASEMENT

A parcel of land located in the Northeast One-Quarter of Section 2, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being a portion of that tract of land as described by Statutory Warranty Deed to Two G's Real Estate, LLC, recorded February 29, 2008 as Document 2008-017891, Washington County Records, said parcel being that portion of said property included in a strip of land lying southeasterly of the aforementioned described proposed centerline of S.W. Main Street.

<b>Station</b>	to	<b>Station</b>	Width on <b>Southeasterly</b> side of Centerline
4+00		4+78.89	45.00 feet

EXCEPTING therefrom that portion of said property lying within the existing right of way of S.W. Main Street.

The Parcel of land to which this description applies contains 322 square feet more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of S.W. Main Street described herein, being more particularly described in Parcel 1.

See attached Exhibit "B" hereby incorporated by reference.

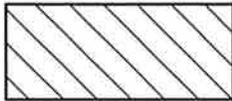


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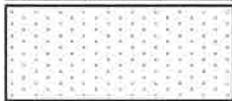
# EXHIBIT "B"

PAGE 1 OF 1  
DECEMBER 3, 2012  
PROPERTY NO. 6

## LEGEND

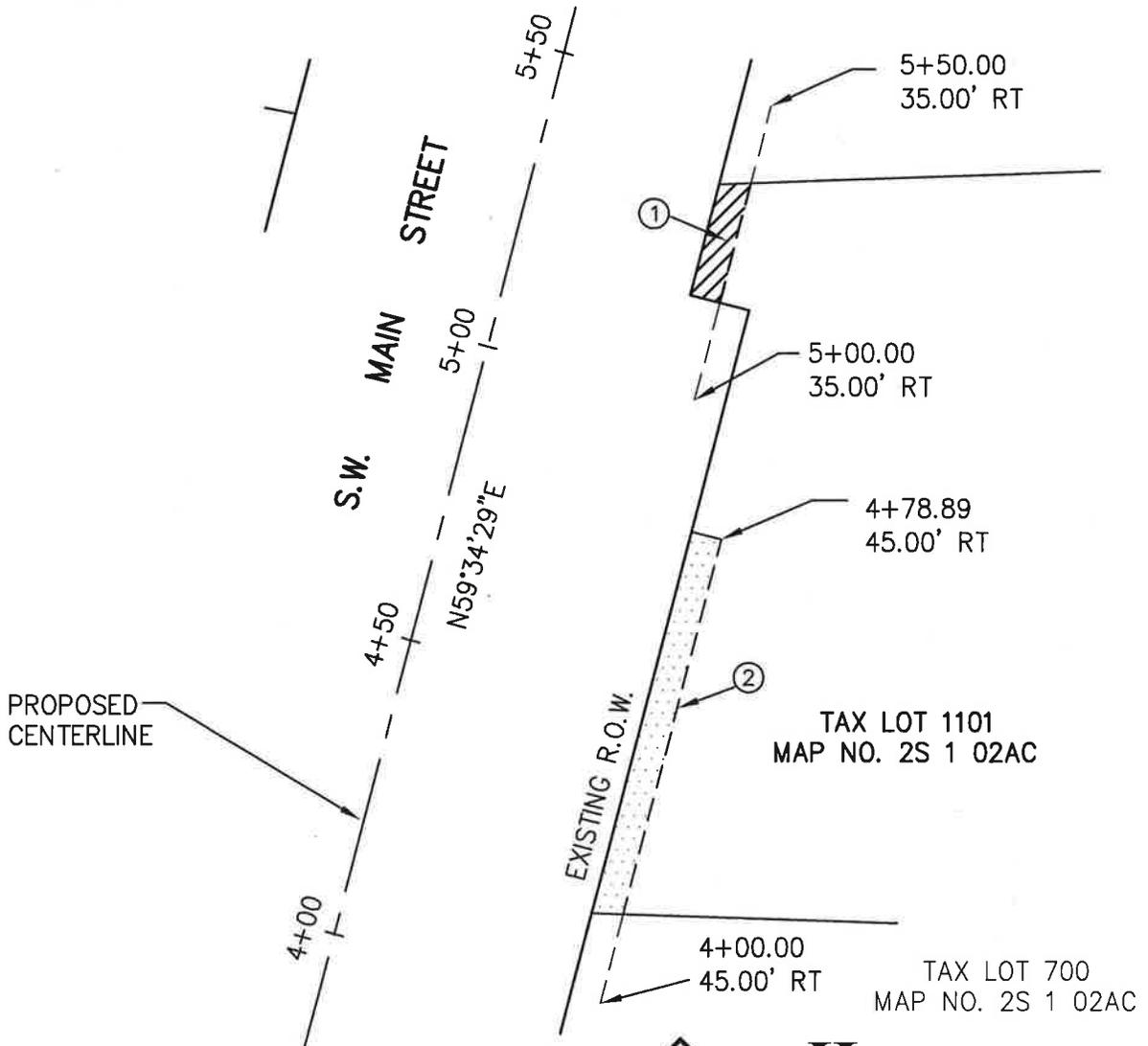
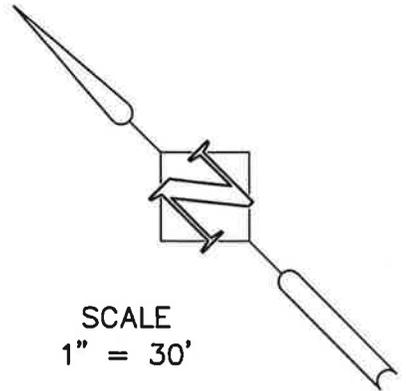


① PERMANENT R.O.W. EASEMENT  
FOR ROAD PURPOSES  
± 98 SQ.FT.



② TEMPORARY CONSTRUCTION EASEMENT  
FOR ROAD PURPOSES  
± 322 SQ.FT.

SCALE  
1" = 30'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 15, 2003  
JOHN T. CAMPBELL  
60070 LS

EXP. 12-31-13



**Harper  
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**Business Meeting**

**Meeting Date:** 04/09/2013  
**Length (in minutes):** Consent Item  
**Agenda Title:** Approve Nomination of Tigard Applications for Regional Flexible Funds for Transportation Projects  
**Submitted By:** Judith Gray, Community Development  
**Item Type:** Motion Requested **Meeting Type:** Consent Agenda

**Public Hearing**

**Newspaper Legal Ad Required?:** No

**Public Hearing Publication**

**Date in Newspaper:**

**Information**

**ISSUE**

Should the City Council provide letters approving the nominations under Metro's Regional Flexible Fund Allocation (RFFA) process to 1) complete construction of the Fanno Creek Trail within Tigard and 2) begin concept design on the Highway 217 Over-crossing/Hunziker-Hampton alignment as a potential high capacity transit (HCT) route?

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve both grant nominations and provide corresponding letters.

**KEY FACTS AND INFORMATION SUMMARY**

Metro manages the Regional Flexible Funds Allocation (RFFA), which distributed federal transportation funds to agencies within the Metro region. The current allocation is for funds that will be available in FY 2016-2018.

Approximately \$34.77 million will be allocated through a competitive project nomination process. There are two categories for projects: Freight/Green Economy and Active Transportation. The City of Tigard nominated a project in each category. Illustrations of both projects are provided in Attachment A.

**Freight-Green Economy category -- Concept Development for Hwy 217 Overcrossing -- Hunziker Realignment.**

The grant request is for \$800,000 (plus \$100,000 local match) to begin concept development for this over-crossing. This project is listed in the Regional Freight Plan as Medium High priority. It is especially timely because the Hunziker-Hampton alignment is shown as the alignment for future high capacity transit (HCT) in the Southwest Corridor Plan. Because this over-crossing is a potential HCT alignment, this grant would provide an opportunity to identify any issues/opportunities related to local circulation and access, as well as three other projects listed in the Freight Plan that are in the immediate vicinity (widening 72nd Avenue; intersection projects on 72nd; and the interchange). In addition to a potential HCT alignment, this overcrossing would also be designed to provide pedestrian, bicycle, and auto connections between the Tigard Triangle and Tigard Town Center.

**Active Transportation category -- Fanno Creek Trail (See Attachment B)**

This project would fill key gaps in the Fanno Creek Trail within Tigard. The total project cost is \$4.2 million. The grant request is \$3.7 million with a \$500,000 local match. The project is divided into 4 sections.

1. The 1,400-foot Woodard to Grant segment will be a new trail, about 60% of which will be elevated due to the prevalence of wetlands in the area.
2. The Main to Hall segment would be 3,000 feet of new (replacement) trail, mostly on a new alignment that both reduces environmental impacts and provides trail users a more natural experience in this area. The existing

- substandard (and environmentally un-friendly) trail would be removed except where necessary for connections.
3. The 3,000-foot Library to Bonita segment would be new trail across property newly acquired by Metro and Tigard and would be designed to allow users to experience this natural area, while still being reasonably direct and lessen environmental impacts.
  4. The 1,400-foot 85th Ave to Tualatin segment would be a direct north-south connection between existing trails, running just west of the railroad right-of-way to minimize impacts on, yet allow users to enjoy views of the nearby savannah restoration.

The application process requires a letter from Council approving the project for nomination. A proposed letter has been drafted for each of the two projects. It is provided in Attachment B.

**OTHER ALTERNATIVES**

Council could choose to approve one or neither of the grant nominations.

**COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

The RFFA process is an opportunity to leverage city financial resources by using federal funds with a local match of approximately 11%.

The Highway 217 Overcrossing at Hunziker/Hampton supports the Southwest Corridor Plan, which identifies this overcrossing as a potential alignment for future High Capacity Transit. The project is identified in the Transportation System Plan and would provide congestion relief and improved connectivity in the Triangle.

The Fanno Creek Trail has been completed incrementally, including the Main Street-Grant Park segment that will begin construction later in 2013.

**DATES OF PREVIOUS CONSIDERATION**

n/a

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**Fiscal Impact**

**Cost:** \$600,000

**Budgeted (yes or no):** No

**Where budgeted?:**

**Additional Fiscal Notes:**

The cost listed is the city's local match. Future budgets will contain matching requirement from transportation funds. The Hwy 217 Overcrossing has a \$100k local match for an \$800k grant (\$900k total). The Fanno Creek Trail has a \$500k local match for a \$3.7M grant (\$4.2M total)

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**Attachments**

Project maps

Trail letter

Hwy 217 overcrossing

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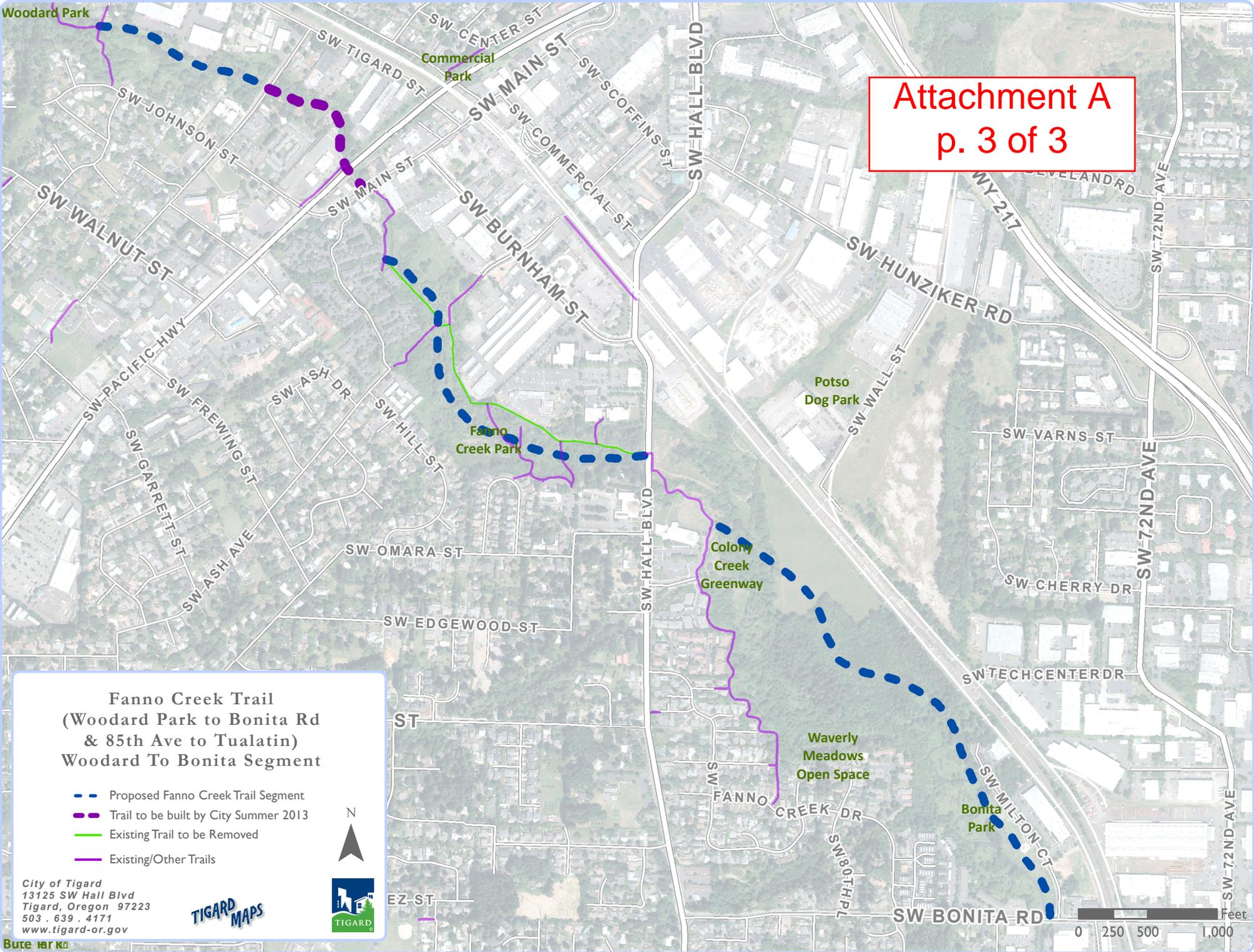


Fanno Creek Trail  
(Woodard Park to Bonita Rd  
& 85th Ave to Tualatin)  
85th Ave to Tualatin Segment

- Proposed Fanno Creek Trail Segment
- Existing/Other Trails

City of Tigard  
13125 SW Hall Blvd  
Tigard, Oregon 97223  
503 . 639 . 4171  
www.tigard-or.gov





**Fanno Creek Trail  
(Woodard Park to Bonita Rd  
& 85th Ave to Tualatin)  
Woodard To Bonita Segment**

- - - Proposed Fanno Creek Trail Segment
- Trail to be built by City Summer 2013
- Existing Trail to be Removed
- Existing/Other Trails



City of Tigard  
13125 SW Hall Blvd  
Tigard, Oregon 97223  
503 . 639 . 4171  
www.tigard-or.gov



April 9, 2013

Josh Naramore  
Senior Transportation Planner  
Metro  
600 NE Grand Avenue  
Portland, OR 97232

Re: Regional Flexible Funds Allocation (RFFA) – Fanno Creek Trail (Woodard Park - to Bonita Rd & 85<sup>th</sup> Avenue - to Tualatin)

Dear Josh,

The city council and I are pleased to express our support and approval of Tigard's nomination for RFFA funds for the Fanno Creek Trail (Woodard Park to Bonita Rd and 85<sup>th</sup> Avenue to Tualatin) project.

The Fanno Creek Regional Trail is the main north-south cycling and walking route in this part of the Metro area and is the parallel cycling and walking route to Interstate 5 and Hwy 217. However, its appeal as a transportation facility is significantly reduced by the many gaps in the trail in Tigard.

The proposed project will provide a safe, active transportation option to the library, transit center, post office, city hall, senior center, parks, restaurants, retail and thousands of jobs in downtown Tigard. Seven schools are within a half-mile of this project. It is also a new route connecting to employment in the Bonita /72nd Ave area. The connection to Bonita Road is important because Bonita is the only crossing over I-5 in this area, where walkers and cyclists do not have to deal with freeway ramps and is a key active transportation connection between Tigard and Lake Oswego. The Tualatin connection will reduce out-of-direction travel and improve safety on this key active transportation route connecting Tigard and Tualatin.

This project would fill in key gaps on the Trail and provide the safe, comfortable, and reasonably direct travel experience necessary for many citizens to see walking or cycling as a viable transportation option in this area.

For these reasons, the council and I support the nomination.

Sincerely,

John L. Cook  
Mayor

April 9, 2013

Josh Naramore  
Senior Transportation Planner  
Metro  
600 NE Grand Avenue  
Portland, OR 97232

Re: Regional Flexible Funds Allocation (RFFA) -- Concept Development for  
Highway 217 Overcrossing at Hunziker/High Capacity Transit Alignment

Dear Josh,

The city council and I are pleased to express our support and approval of Tigard's nomination for RFFA funds for Concept Development for the Highway 217 Overcrossing at Hunziker/High Capacity Transit Alignment.

The Hwy 217/72nd Avenue interchange provides critical access for freight and automobile travel to the Tigard Triangle and the SW 72nd Avenue corridor, which is a designated regional employment center. Freight, transit, and auto modes would benefit from reduced congestion and improved safety in the SW 72nd corridor, which has nearly 11,415 employees and is forecast to add thousands more. Based on the Metro travel forecast model used in the Transportation System Plan, the area is expected to add approximately 8,500 new jobs between 2005 and 2035.

This project is timely because the Southwest Corridor Plan identifies the Hunziker-Hampton realignment as a potential route for future high capacity transit (HCT). In addition to helping to further the corridor plan, the RFFA grant would allow Concept Development on the highway overcrossing in order to examine potential impacts to the interchange, local circulation and access, and other identified projects in the vicinity.

The overcrossing would also provide a multimodal connection from the Tigard Triangle to Tigard Town Center and Transit Center, which was identified in Tigard's High Capacity Transit Land Use Plan as essential to realizing the development aspirations for both areas.

For these reasons, the Council and I support the nomination.

Sincerely,

John L. Cook  
Mayor



**Business Meeting**

**Meeting Date:** 04/09/2013

**Length (in minutes):** Consent Item

**Agenda Title:** Authorize Submittal of Two Applications for Metro’s Community and Development Grant Program - Cycle 3

**Prepared For:** Tom McGuire

**Submitted By:** Tom McGuire,  
Community  
Development

**Item Type:** Motion Requested

**Meeting Type:** Consent Agenda

**Public Hearing**

**Newspaper Legal Ad Required?:** No

**Public Hearing Publication**

**Date in Newspaper:**

**Information**

**ISSUE**

Request to submit two grant applications for funding to support two mixed use development projects in Downtown Tigard and to fund two critical elements of the River Terrace Community Plan: a Public Facility Plan Update and the Infrastructure Financing Strategy. The grant applications are for Metro’s Community and Development Grant program (Construction Excise Tax funding). Metro anticipates \$3.7 million will be awarded in the grant cycle, with up to 50 percent of grant funds to be awarded for concept planning in areas added to the urban growth boundary since 2009 and in urban reserves. Applications are due on April 18.

Aprpove

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve two applications for Metro’s Community and Development Grant program (Construction Excise Tax funding).

**KEY FACTS AND INFORMATION SUMMARY**

**OTHER ALTERNATIVES**

Submit only one of the grant applications or not submit at all.

**COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

**DATES OF PREVIOUS CONSIDERATION**

Not previously considered.

**Fiscal Impact**

**Cost:** 350,000

**Budgeted (yes or no):** no

**Where budgeted?:**

**Additional Fiscal Notes:**

Total for both grants is \$350,000. With \$250,000 for River Terrace and \$100,00 for the Downtown project. River Terrace is currently budgeted for \$350,000. The downtown project would be matched by additional private funding of approximately \$100,000.

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**Attachments**

CET Council Memo

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# MEMORANDUM

TO: Mayor John Cook and Members of Council

FROM: Kenny Asher, Community Development Director

RE: Potential CET Grant Applications

DATE: March 27, 2013

## **CET Grant Applications**

In February 2013, the city submitted three letters of interest to Metro regarding potential applications for funding under Metro's Community and Development Grant program (funded by Construction Excise Taxes). The program is available to help fund projects that serve communities and economic development within the urban growth boundary. After reviewing comments from Metro panelists on our three potential projects, we have decided to submit grant applications for two of the projects, the River Terrace project and the Downtown Mixed Use Housing project.

Metro anticipates \$3.7 million will be awarded in the grant cycle, with up to 50 percent of grant funds to be awarded for concept planning in areas added to the urban growth boundary since 2009 and in urban reserves. Applications are due on April 18.

The River Terrace grant application will fund two critical elements of the River Terrace Community Plan: a Public Facility Plan Update and the Infrastructure Financing Strategy. All other aspects of the Community Plan will be funded by the city with existing resources. The Public Facility Plan is critical for completion of the the River Terrace Community Plan, as well as compliance with Goal 11 of the Statewide Planning Goals, which will help complete the City's Period Review work tasks. The Infrastructure Financing Strategy is a requirement of Metro's Goal 11, and will determine how expeditiously development will occur in River Terrace.

A joint application for Downtown Tigard is being prepared by the City of Tigard Urban Renewal Agency and a private development company based in Portland called Diamond Investments. The grant will seek funding to support two mixed use development projects in Downtown Tigard that will construct several hundred housing units with ground floor retail and active use spaces. The grant will help define the Urban Renewal District's role and

financial commitments to the project, as well as, predevelopment planning and acquisition efforts to be undertaken by the partnership.

The application that will not be submitted would have been for concept planning in the urban reserves areas south and west of River Terrace. Staff has determined that there hasn't been enough legwork done yet to define the scope and cost of that project. Further, the city hasn't yet formulated a policy direction on expansion and annexation with regard to urban reserves and adjacent unincorporated areas. Rather than pursue grant funding for a concept plan, staff requests time on an upcoming council study session agenda for the council to take on the question of future annexations, city growth, urban reserves and urban service provision.

**Business Meeting**

**Meeting Date:** 04/09/2013  
**Length (in minutes):** Consent Item  
**Agenda Title:** Authorize the Mayor to Execute an Agreement with ODOT to Partially Fund Main Street Phase II Improvements  
**Prepared For:** Kim McMillan **Submitted By:** Greer Gaston, Public Works  
**Item Type:** Motion Requested **Meeting Type:** Consent Agenda

**Public Hearing**

**Newspaper Legal Ad Required?:** No

**Public Hearing Publication**

**Date in Newspaper:**

**Information**

**ISSUE**

Shall the City Council authorize the Mayor to execute a local agency agreement with the Oregon Department of Transportation to partially fund Main Street Green Street Phase II improvements from the railroad corridor to Scoffins Street?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the City Council approve the attached resolution authorizing the Mayor to execute the agreement on behalf of the City.

**KEY FACTS AND INFORMATION SUMMARY**

**The Project and Costs**

Phase II of the Main Street Green Street project will rebuild the last remaining unimproved portion of Main Street from the railroad tracks north to Scoffins Street. Like the previous improvements this work would incorporate green street elements such as pedestrian improvements, stormwater planters, LED street lights and landscaping. Project costs are estimated to be \$2.23 million.

The northernmost section of Main Street, from Scoffins Street to Pacific Highway (99W), was improved as part of the Greenburg Road/Pacific Highway/Main Street intersection improvement project. Similar improvements will be underway shortly on the southernmost section of Main Street, from Pacific Highway to the railroad tracks, through Phase I of the Main Street Green Street project. Upon completion of the Phase II construction, currently scheduled to begin in fiscal year 2014-2015, the entire length of Main Street will have been rebuilt to green street standards.

As the design progresses, Staff will return to Council to present options and to see input. Once viable options have been developed sufficiently and 'blessed' by Council, Staff we then hold a series of public open houses to seek additional comments for inclusion into the project. Once gathered, these comments will be included into the project framework after which Staff will return to Council with a final recommended design option.

**The Agreement**

The attached agreement, between the city and ODOT, formalizes responsibilities as they pertain to Phase II of the Main Street Green Street project. General terms of the agreement are as follows.

ODOT will:

- Oversee the project and the management of \$1.23 million in Federal-Aid Surface Transportation (STP) dollars.
- Oversee the acquisition of right of way and easements for compliance with federal regulations. A separate

agreement will be presented to council for these services after the project design is underway.

- Prepare contract and bid documents, advertise for bid proposals and award all contracts.

Tigard will:

- Provide all funding in excess of the available federal funds—estimated to be about \$1 million. (This includes the city's local match.)
- Hire consultants to provide all construction engineering, field testing of materials, technical inspection and project management services.
- Assume responsibility, defend any lawsuits, indemnify and hold the state (ODOT) harmless for claims or lawsuits.
- Obtain all permits.
- Be responsible for acquisition of right of way and easements.

This agreement, in conjunction with an amendment to a local agency agreement with ODOT \*, will re-allocate \$425,000 of a \$1.66 million Metro grant from Main Street Green Street Phase II to Phase I.

\* See *Authorize the Mayor to Execute an Amendment to an Agreement with ODOT to Partially Fund Main Street Phase I Improvements*. This item is on the April 9, 2013, consent agenda.

### **The Relationship**

The Federal Highway Administration (FHWA) is the ultimate outside funding source for both phases of the Main Street Green Street project. The federal funding reaches the local agencies through Metro grants. Metro is a designated Transportation Management Area Metropolitan Planning Organization, receiving a sub-allocation of funds from the Federal Highway Administration (FHWA). Through the grant process, these funds are distributed to select projects meeting various Metro criteria, such as green streets. City staff applied for and received the initial grants for Main Street Green Street, Phase I and Phase II.

The FHWA has designated ODOT, through an agreement between agencies, to oversee the management of these funds and projects. ODOT enters into a contract with the city's design consultant and reviews plans for compliance with design and construction standards. Metro continues to be involved to ensure grant criteria, like green street elements, are met throughout design.

### **OTHER ALTERNATIVES**

The council could propose changes to the agreement or could decide not to approve the agreement. If the city and ODOT fail to execute an agreement, project funding for Phase I would be compromised.

### **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Tigard Downtown Streetscape Design, (2006)

City Center Urban Renewal Plan, (2005)

### **DATES OF PREVIOUS CONSIDERATION**

The council was briefed on this agreement at its April 2, 2013, meeting.

On October 25, 2011, the council re-allocated \$1.66 million in Metro grant funding from the Walnut Street improvement project to Phase II of the Main Street Green Street project.

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### **Fiscal Impact**

**Cost:** \$2.23 million

**Budgeted (yes or no):** Yes \*

**Where Budgeted (department/program):** Multiple funds - see below \*

**Additional Fiscal Notes:**

This agreement, in conjunction with an amendment to another agreement with ODOT\*\*, re-allocates \$425,000 of a \$1.66 million Metro grant from Main Street Green Street Phase II to Phase I. This ensures Phase I is fully funded. However, approval of this agreement and the amendment will reduce grant funding for Phase II by \$425,000. Staff anticipated this reduction and increased the city's match accordingly.

Phase II project costs are estimated to be \$2.23 million. Assuming the city enters into the agreement and accepts \$1.23 million in grant funding, the city will be responsible for the balance of the project costs—approximately \$1 million.

\* The current CIP contains a total of \$1.1 million in city funds in fiscal years 2014-2015 (\$550,000) and 2016-2017 (\$550,000)—sufficient funds to construct Phase II. Funding is as follows:

- \$200,000 Urban Renewal Capital Improvements
- \$150,000 Water Fund
- \$150,000 Sanitary Sewer Fund
- \$450,000 Gas Tax Fund
- \$150,000 Stormwater Fund

\*\* See *Authorize the Mayor to Execute an Amendment to an Agreement with ODOT to Partially Fund Main Street Phase I Improvements*. This item is on the April 9, 2013, consent agenda.

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**Attachments**

Local Agency Agreement

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**LOCAL AGENCY AGREEMENT  
SURFACE TRANSPORTATION PROGRAM – URBAN  
SW Main Street: Rail Corridor – Scoffins Street**

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;" and the CITY OF TIGARD, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. SW Main Street is a part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies 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.

**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 and Agency agree to Agency retrofitting the northern half of Main Street, hereinafter referred to as "Project." The Project consists of widening sidewalks, the reconstruction and reconfiguration of existing streets; re-direct storm water, and new street lighting and landscaping. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$2,225,000, which is subject to change. STP urban funds for this Project will be limited to \$1,234,424. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.
3. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.

4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.
6. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless that State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
7. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
8. This Agreement may be terminated by mutual written consent of both Parties.
9. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

Agency/State  
Agreement No. 28978

- b. If Agency 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 Agency 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.
10. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.
11. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement will control over the attachments, and Attachment 1 will control over Attachment 2.
12. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and will, upon Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

14. State's Project Manager for this Project is Michele Thom, Region 1 Local Agency Liaison, 123 NW Flanders St., Portland, OR 97209, (503) 731-8279, Michele.R.THOM@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
15. Agency's Project Manager for this Project is Kim McMillan, P.E., Construction Services Engineering Manager, City of Tigard, 13125 SW Hall Blvd., Tigard, OR 97223, (503) 718-2642, kim@tigard-or.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
16. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will 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 will constitute an original.
17. 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 will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement will 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.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #17757) that was approved by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

***Signature page to follow***

Agency/State  
Agreement No. 28978

**CITY OF TIGARD**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Recorder

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**Agency Contact:**  
Kim McMillan, P.E.  
Construction Services Engineering Manager  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223  
503-718-2642  
kim@tigard-or.gov

**State Contact:**  
Michele Thom, Local Agency Liaison  
ODOT, Region 1  
123 NW Flanders  
Portland, Oregon 97209  
503-731-8279  
Michele.R.THOM@odot.state.or.us

**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  \_\_\_\_\_  
Region 1 Manager

Date 12/13/12

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

**EXHIBIT A – Project Location Map**



**ATTACHMENT NO. 1 to Agreement No. 28978  
SPECIAL PROVISIONS**

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the consultant and make funds available to the State for payment of those services. All eligible work will be a federally participating cost and included as part of the total cost of the Project.
4. Indemnification language in the Standards Provisions, Paragraphs 46 and 47; and Paragraph 4 in regards to tort claims, shall be replaced with the following language:
  - a. 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 Agency 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.
  - b. With respect to a Third Party Claim for which State is jointly liable with Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 Agency 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.

- c. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 Agency 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 Agency 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. Agency'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.
  - d. 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.
5. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand.
  6. Agency shall, upon completion of the Project, maintain and supply power for Project illumination at its own expense.
  7. Maintenance responsibilities will survive any termination of this Agreement.

## ATTACHMENT NO. 2

### FEDERAL STANDARD PROVISIONS

#### JOINT OBLIGATIONS PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

#### PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow [Title 23 Code of Federal Regulations \(CFR\) 172](#), [Title 49 CFR 18](#), ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims,

contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

## **REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in [Title 49, CFR, Part 26](#), which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in [Title 49, CFR, Part 26](#), have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with [Title 49, CFR, Part 26](#), to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of [Title 49, CFR, Part 26](#), in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of [ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270](#), incorporated herein by reference and made a part hereof; [Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide \(FAPG\).](#)

## STATE OBLIGATIONS

### PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

### FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.
12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

### PROJECT ACTIVITIES

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.

16. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

### **RIGHT OF WAY**

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

## AGENCY OBLIGATIONS

### FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
25. Agency's estimated share and advance deposit.
- a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
  - d) Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.

27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title [23 CFR](#) Parts [1.11](#), [140](#) and [710](#). Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition ([Title 49 CFR 18.42](#)).
33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
  - b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
  - c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

## **RAILROADS**

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

## **UTILITIES**

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under, the FAPG, Title 23 CFR 645A, Subpart A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

## STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "[State Highway Design Manual](#)" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "[Oregon Standard Specifications for Highway Construction](#)".
39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "[Oregon Bicycle and Pedestrian Design Guide](#)", unless otherwise requested by Agency and approved by State.
40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
41. All plans and specifications shall be developed in general conformance with the current "[Contract Plans Development Guide](#)" and the current "[Oregon Standard Specifications for Highway Construction](#)" and/or guidelines provided.
42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

## GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by [ORS 373.050\(1\)](#) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

## CONTRACTOR CLAIMS

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon

or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

### **MAINTENANCE RESPONSIBILITIES**

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

### **WORKERS' COMPENSATION COVERAGE**

49. All employers, including Agency, 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. Agency shall ensure that each of its contractors complies with these requirements.

### **LOBBYING RESTRICTIONS**

50. Agency certifies by signing the Agreement that:
- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans,

and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.

**Business Meeting****Meeting Date:** 04/09/2013**Length (in minutes):** Consent Item**Agenda Title:** Authorize the Mayor to Execute an Amendment to an Agreement with ODOT to Partially Fund Main Street Phase I Improvements**Prepared For:** Kim McMillan**Submitted By:** Greer Gaston,  
Public Works**Item Type:** Motion Requested**Meeting Type:** Consent Agenda**Public Hearing****Newspaper Legal Ad Required?:** No**Public Hearing Publication****Date in Newspaper:****Information****ISSUE**

Shall the council authorize the mayor to execute an amendment to a local agency agreement with the Oregon Department of Transportation (ODOT) to partially fund Main Street Green Street Phase I improvements from Pacific Highway to the railroad corridor?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends that the City Council authorize the Mayor to execute the attached Amendment No. 1 to Contracts and Misc. Agreements #25365.

**KEY FACTS AND INFORMATION SUMMARY****The Project and Costs**

Phase I of the Main Street Green Street project received a Federal-Aid Surface Transportation Program (STP) grant from Metro to construct green street elements such as pedestrian improvements, stormwater planters, LED street lights and landscaping. Due to design changes, the total estimated project costs have increased by about \$425,000 from \$3.04 million to be \$3.47 million.

The increase in project costs can be attributed to:

- 2012 council-directed design changes related to the turn-around, and the apartment complex and adjacent property owners.
- An extensive public involvement effort for parking.
- Re-design of the Burnham Street/Main Street intersection, Tri-Met bus stops and curb lines (to increase pedestrian space).
- Refinement of project costs.

**The Amendment**

The attached amendment, in conjunction with a local agency agreement with ODOT\*, documents the increase in project costs and re-allocates \$425,000 of a \$1.66 million Metro grant from Main Street Green Street Phase II to Phase I. This will ensure Phase I is fully funded by increasing the STP award from \$2.7 million to just over \$3.1 million. The city must provide the remaining funding—approximately \$365,000—which includes the city's local match.

\* See *Authorize the Mayor to Execute an Agreement with ODOT to Partially Fund Main Street Phase II Improvements*. This item is on the April 9, 2013, consent agenda.

**OTHER ALTERNATIVES**

The council could propose changes to the amendment or could decide not to approve the amendment. If the city and ODOT fail to execute an amendment, project funding for Phase I would be compromised.

### **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Tigard Downtown Streetscape Design, (2006)  
City Center Urban Renewal Plan, (2005)

### **DATES OF PREVIOUS CONSIDERATION**

The council was briefed on this amendment at its April 2, 2013, meeting.

On October 25, 2011, the council re-allocated \$1.66 million in grant funding from the Walnut Street improvement project to Phase II of the Main Street Green Street project.

On August 11, 2009, the council approved the original local agency agreement (Surface Transportation Program) between ODOT and the city.

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### **Fiscal Impact**

**Cost:** \$3.5 million

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** Multiple funds - see below \*

#### **Additional Fiscal Notes:**

Due to design changes and a more refined estimate, project costs have increased by about \$425,000 from \$3.04 million to be \$3.47 million. If this amendment is approved, \$425,000 of a \$1.66 million Metro grant will be re-allocated from Main Street Green Street Phase II to Phase I. This will ensure Phase I is fully funded by increasing the STP award from \$2.7 million to just over \$3.1 million. The city must provide the remaining funding—approximately \$365,000—which includes the city's local match.

\* City funding will come from the following sources:

- \$1.1 million Gas Tax Fund for the city's local match, professional services contracts outside the ODOT agreement and staff time.
- \$240,000 Water Fund

Since the increase in grant funding will offset the increase in estimated project costs, approval of this amendment does not impact internal expenses for this project. However, approval of this amendment and the corresponding local agency agreement for Phase II \*\*, will reduce grant funding for Phase II by \$425,000. Staff anticipated this reduction and increased the city's match accordingly. The city's estimated cost to construct Phase II is \$1 million. The current CIP contains a total of \$1.1 million in city funds in fiscal years 2014-2015 (\$550,000) and 2016-2017 (\$550,000) for Phase II.

\*\* See *Authorize the Mayor to Execute an Agreement with ODOT to Partially Fund Main Street Phase II Improvements*. This item is on the April 9, 2013, consent agenda.

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### **Attachments**

Amendment to the Local Agency Agreement

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**AMENDMENT NUMBER 01  
LOCAL AGENCY AGREEMENT  
SURFACE TRANSPORTATION PROGRAM – URBAN  
SW Main Street: 99W to Rail Corridor**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and the **City of Tigard**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into an Agreement on August 28, 2009. Said Agreement covers retrofitting the southern half of Main Street which consists of widening sidewalks, the reconstruction and reconfiguration of existing streets, the re-directing of storm water, new street lighting and landscaping

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase funding, add contact information and add revised Attachment No. 1 Standard Provisions. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**ATTACHMENT NO. 1, STANDARD PROVISIONS, shall be deleted in its entirety and replaced with the attached REVISED ATTACHMENT NO. 1, STANDARD PROVISIONS. All references to “ATTACHMENT NO. 1, STANDARD PROVISIONS” shall hereinafter be referred to as “REVISED ATTACHMENT NO. 1, STANDARD PROVISIONS.”**

**TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:**

2. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$3,040,000, which is subject to change. STP urban funds for this Project shall be limited to \$2,674,929. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

**Shall be deleted in its entirety and replaced with the following:**

2. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$3,465,576, which is subject to change. STP urban funds for this Project shall be limited to \$3,100,505. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Agency/State  
Agreement No. 25,365-01

**Insert new TERMS OF AGREEMENT, Paragraph 12 thru 13, to read as follows:**

12. State's Project Manager for this Project is Michele Thom, 123 NW Flanders St., Portland, OR 97209, (503) 731-8279, Michele.R.THOM@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
13. Agency's Project Manager for this Project is Kim McMillan, 13125 SW Hall Blvd., Tigard, OR 97223, (503) 718-2642, kim@tigard-or.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**TERMS OF AGREEMENT, Paragraphs 12 through 13, shall be hereinafter re-numbered as Paragraphs 14 through 15.**

This Amendment 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 Amendment so executed shall constitute an original.

**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.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #15600) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**Signature page to follow**

Agency/State  
Agreement No. 25,365-01

**CITY OF TIGARD**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Recorder

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**Agency Contact:**  
Kim McMillan  
13125 SW Hall Blvd.  
Tigard, OR 97223  
503-718-2642  
kim@tigard-or.gov

**State Contact:**  
Michele Thom  
123 NW Flanders  
Portland, Oregon 97209  
503-731-8279  
Michele.R.THOM@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Deputy Director, Highways

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/  
Chief Engineer

Date \_\_\_\_\_

By  \_\_\_\_\_  
Region 1 Manager

Date 11/26/12

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

REVISED ATTACHMENT NO. 1 to Agreement No. 25,365  
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the consultant and make funds available to the State for payment of those services. All eligible work will be a federally participating cost and included as part of the total cost of the Project.
4. Indemnification language in the Standards Provisions, Paragraphs 45 and 46; and Paragraph 4 in regards to tort claims, shall be replaced with the following language:
  - a. 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 Agency 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.
  - b. With respect to a Third Party Claim for which State is jointly liable with Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any

Agency/State  
Agreement No. 25,365-01

other relevant equitable considerations. The relative fault of State on the one hand and of Agency 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.

- c. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 Agency 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 Agency 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. Agency'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.
  - d. 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.
5. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand.
  6. Agency shall, upon completion of the Project, maintain and supply power for Project illumination at its own expense.
  7. Maintenance responsibilities will survive any termination of this Agreement.

**Business Meeting****Meeting Date:** 04/09/2013**Length (in minutes):** Consent Item**Agenda Title:** Authorize the Mayor to Execute an Intergovernmental Agreement with Washington County on the Walnut Street Improvement Project**Submitted By:** Greer Gaston, Public Works**Item Type:** Motion Requested**Meeting Type:** Consent Agenda**Public Hearing****Newspaper Legal Ad Required?:** No**Public Hearing Publication****Date in Newspaper:****Information****ISSUE**

Shall the council authorize the mayor to execute an intergovernmental agreement (IGA) with Washington County on the Walnut Street improvement project?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the City Council authorize the Mayor to execute the attached IGA.

**KEY FACTS AND INFORMATION SUMMARY****The Walnut Street Improvement Project**

County roadway improvements and city utility improvements are combined in the Walnut Street improvement project. When compared to constructing the improvements separately, this combination will save money and reduce disruptions to motorists and area residents.

The county's roadway portion of the project includes the construction of sidewalks, bike lanes, portions of center turn lane, storm drainage, culvert replacement, street lighting and associated street improvements along Walnut Street (a section of which lies adjacent to Fowler Middle School) from Tiedeman Avenue to the existing widened roadway section at 116th Avenue. This project will also construct a traffic signal or roundabout and associated street widening at the intersection of Walnut Street with 135th Avenue.

The city's utility portion of the project includes construction of a new sanitary sewer, undergrounding of existing overhead franchised utilities and other utility-related improvements.

**The IGA**

This IGA defines the project, outlines how it will be completed, and designates the respective roles and responsibilities of the city and county. Key terms of the agreement are:

- The county will lead and take responsibility for all aspects of delivering the project, including hiring and overseeing an engineering firm to prepare the plans, acquiring right of way and easements, obtaining all necessary permits, bidding the project, hiring and overseeing the contractor, managing and inspecting construction, and paying the bills.
- The roadway work is funded primarily by Washington County's Major Streets Transportation Improvement Program (MSTIP), with the city contributing staff resources to the project team in order to represent the city's interests.
- The sanitary sewer construction and franchise utility undergrounding will be funded by the city. The city will reimburse the county for the design, property acquisition, construction costs, and project management and inspection of the utility work portion of the project.

- The city agrees to follow the federally-designated right of way acquisition process and to adopt a resolution of necessity giving the county legal authority to obtain any easements required to construct the project.

Design work will begin in the current fiscal year and construction is planned in fiscal years 2013-2014 and 2014-2015.

This agreement has been reviewed and approved as to form by the city attorney.

### **OTHER ALTERNATIVES**

The council could propose changes to the agreement or could decide not to approve the agreement. Some changes to the agreement may be feasible, although the county would likely object to any changes that would add to its costs, responsibility or liability.

If the county and city fail to execute an agreement, the county will not construct the project. MSTIP dollars would likely be re-directed to other MSTIP projects.

### **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

This project is included in Tigard's *2035 Transportation System Plan*. It is also listed in Metro's *2035 Regional Transportation Plan*.

City officials have successfully worked with county officials to get this project funded through Washington County's Major Streets Transportation Improvement Program (MSTIP).

### **DATES OF PREVIOUS CONSIDERATION**

The council was briefed on the agreement at its April 2, 2013, meeting.

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#### **Fiscal Impact**

**Cost:** \$680,000  
**Budgeted (yes or no):** Yes \*  
**Where Budgeted (department/program):** Multiple funds - see below \*

#### **Additional Fiscal Notes:**

The IGA puts the cost estimate for the city's portion of the project at \$595,000. The city estimates it will spend an additional \$85,000 in staff time as part of the project team to represent the city's interests. The city's total cost is approximately \$680,000.

\* The current 2013-2017 CIP contains \$1.5 million in city funds in fiscal years 2015-2016 and 2016-2017 to construct the roadway improvements. The CIP assumed the city would receive additional funding from outside revenue sources to complete the project.

If the council approves the IGA:

- The roadway improvements will be funded by the county through its Major Streets Transportation Improvement Program (MSTIP).
  - The project will be constructed in fiscal years 2013-2014 and 2014-2015; two years earlier than scheduled in the city's CIP.
  - City funding for this project will decrease from an estimated \$1.5 million to \$680,000. Funding in the proposed 2014-2018 Capital Improvement Plan (CIP) would be as follows:
    - \$300,000 Utility Undergrounding Fund
    - \$250,000 Sanitary Sewer Extension Program (and future reimbursement district)
    - \$65,000 Gas Tax Fund
    - \$65,000 Stormwater Fund
- 
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## Attachments

IGA

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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
WASHINGTON COUNTY AND THE CITY OF TIGARD**

**FOR TRANSPORTATION AND UTILITY IMPROVEMENTS ON  
SW WALNUT STREET (SW 116TH AVENUE TO SW TIEDEMAN AVENUE  
AND AT THE INTERSECTION OF SW 135<sup>TH</sup> AVENUE)**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and the City of Tigard, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

**RECITALS**

1. WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, Washington County has an approved and funded Major Streets Transportation Improvement Program project to construct road improvements to SW Walnut Street, a City of Tigard Arterial Street, from SW 116<sup>th</sup> Avenue to SW Tiedeman Avenue and at the north intersection of Walnut Street with 135<sup>th</sup> Avenue; and
3. WHEREAS, CITY desires to have utility improvement work (sanitary sewer and franchise utility improvement) completed within and in conjunction with the road improvement project limits along SW Walnut Street; and,
4. WHEREAS, CITY has requested that the design, construction, and inspection of the utility improvement work be added to the road improvements of Walnut Street, and CITY agrees to pay for such requested utility improvement work; and,
5. WHEREAS, under such authority, it is the mutual desire of the COUNTY and CITY to enter into such an Agreement to cooperate in the design and construction of the improvements to the sanitary sewer and franchise utilities as part of the road improvements to Walnut Street, with the allocation of responsibilities as detailed below;

**AGREEMENT**

NOW, THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms, conditions and covenants as set forth below, the parties hereto agree as follows:

## **1. PROJECT DESCRIPTION**

- 1.1 The COUNTY road project improvements will include: road widening, curbs, sidewalks, bike lanes, street lighting, drainage, landscaping, traffic control, water quality improvements and all necessary permitting on Walnut Street between SW 116<sup>th</sup> Avenue to SW Tiedeman Avenue and at the north intersection of Walnut Street with 135<sup>th</sup> Avenue, hereinafter referred to as “ROAD PROJECT” as shown generally on the attached Exhibit A.
- 1.2 The CITY utility work includes installation of sanitary sewer line with respective sewer lateral installations, connections and installation of franchise underground utility improvements and utility related easement expenses, hereinafter collectively referred to as “UTILITY IMPROVEMENT WORK” as shown generally on the attached Exhibit B. This UTILITY IMPROVEMENT WORK relates to the 116<sup>th</sup> Avenue to SW Tiedeman Avenue road segment.
- 1.3 The ROAD PROJECT and the UTILITY IMPROVEMENT WORK are referred to herein as the “PROJECT”.

## **2. COUNTY OBLIGATIONS**

- 2.1 COUNTY shall, upon execution of this Agreement, assign a Project Manager to be responsible for coordination of PROJECT with CITY.
- 2.2 COUNTY shall perform, or cause to be performed, all actions necessary for the design and construction of the PROJECT including project management, design and construction engineering, property acquisition, including right-of-way as necessary, regulatory and land use permits and approvals, public information, contract administration, inspection and construction management. COUNTY shall coordinate the design of, advertise for, award, and administer the construction contract for the PROJECT.
- 2.3 COUNTY shall provide CITY with the opportunity for design review of final plans prior to bidding. COUNTY agrees to incorporate CITY comments that do not significantly impact project costs and/or schedule.
- 2.4 COUNTY shall, following the bid opening, notify the CITY of the amount of the construction cost of the UTILITY IMPROVEMENT WORK as contained in the bid and provide CITY the opportunity for review of the contract bid proposal prior to contract award.
- 2.5 COUNTY shall provide a final cost accounting for the PROJECT, including all internal and external costs, to the CITY within 45 days of final acceptance and payment to the contractor.
- 2.6 COUNTY shall provide legal descriptions for the PROJECT in a form acceptable to City so that City can adopt a Resolution of Necessity that will enable county to obtain necessary easements for construction of the PROJECT.

2.7 COUNTY shall perform actions regarding compensation as set forth in Article 4 – Compensation.

### 3. CITY OBLIGATIONS

- 3.1 CITY shall, upon execution of this Agreement, assign a city project manager to be responsible for coordination of PROJECT with COUNTY.
- 3.2 Within sixty (60) days of providing the legal descriptions for the PROJECT to the CITY as described in 2.6 above, CITY shall provide COUNTY with a Resolution of Necessity (RON) that provides an adequate description of the PROJECT and which provides adequate legal authority to COUNTY to obtain necessary easements for the construction of the PROJECT before COUNTY acquires any such easements.
- 3.3 CITY delegates authority to COUNTY to act on its behalf to obtain the necessary easements through negotiation or condemnation in order to construct the PROJECT as described in the RON.
- 3.4 Any easements obtained on behalf of the CITY by the COUNTY shall name the CITY as the owner of those easements.
- 3.5 CITY shall provide to the COUNTY an Approved As To Form deed document template to be used for the necessary real property acquisitions.
- 3.6 COUNTY shall provide inspection and testing of project work in coordination with the CITY. CITY will review project work, may perform additional testing at its own expense, and may require additional and/or corrective work to complete the project if, in the CITY’s judgment, it is in the public interest to do so.
- 3.7 CITY shall perform actions regarding compensation as set forth in Article 4 - Compensation.

### ARTICLE 4 - COMPENSATION

4.1 DESIGN: As design work upon the PROJECT is performed, County shall, on a quarterly basis, prepare and submit design invoices to CITY for the cost of the work for UTILITY IMPROVEMENT WORK. Estimated design costs are:

a. Sanitary Sewer Improvements Design	\$ <u>7,000</u>
b. Franchise Utility Improvements Design	\$ <u>15,000</u>
c. Estimated Total Design Cost	\$ <u>22,000</u>

Notwithstanding, the estimate of the costs shown above, the CITY shall reimburse the COUNTY for the actual amount of its cost incurred for the design of the UTILITY IMPROVEMENT WORK.

4.2 CONSTRUCTION: As construction work upon the PROJECT is performed,

COUNTY shall, on a quarterly basis, prepare and submit construction invoices to the CITY for the construction of the UTILITY IMPROVEMENT WORK. In addition to UTILITY IMPROVEMENT WORK bid items, non-construction costs of County services at a flat rate of 15% of the UTILITY IMPROVEMENT WORK construction costs shall be charged and include the following: proportional cost of applicable lump sum contracts items (i.e. mobilization and erosion control), extra work required for the UTILITY IMPROVEMENT WORK and the cost of COUNTY services including project construction management, surveying, inspection and construction contract administration.

Estimated construction costs are:

a. Sanitary Sewer Improvements	<u>\$ 187,000</u>
b. Franchise Underground Conduits	<u>\$ 311,000</u>
c. Non-construction Costs of County Services (15%)	<u>\$ 75,000</u>
d. Estimated Total Construction Cost	<u>\$ 573,000</u>

- 4.3 Any easement acquisition costs spent by the COUNTY associated with the UTILITY IMPROVEMENT WORK shall be accounted for by COUNTY and invoiced to the CITY accordingly. Utility easement costs are in addition to the above listed estimated construction and non-construction costs. Before accounting for such costs, County will inform City of the anticipated cost and allow City to approve, disprove, or challenge the anticipated cost. County will make a good-faith effort to accommodate the City's position on a proper sum.
- 4.4 CITY and COUNTY understand that the design and construction costs outlined above are estimates and are used to determine project budgets and estimated payment amounts used within this agreement. Final costs will be based on the actual contract amount of the schedule of prices and quantities used and installed. Final payments made by the CITY to the COUNTY related to this PROJECT shall be based on actual design invoices, actual bid prices, construction quantities and non-construction costs.
- 4.5 COUNTY shall provide the CITY with a final statement of UTILITY IMPROVEMENT WORK expenses within forty five (45) days of the completion of the final design phase. Costs for sanitary sewer work shall be listed separately from franchise utility improvements. Within forty five (45) days after the completion of the construction contract, the COUNTY shall provide the CITY with a final statement of UTILITY IMPROVEMENT WORK and bill the CITY for any remaining costs in excess of the payments already made, or refund any excess to the CITY. Upon the completion of the construction and completion of Record Drawings, the COUNTY shall deliver one set of reproducible Record Drawings and one electronic copy related to the UTILITY IMPROVEMENT WORK, to the CITY, for their files.

## **5. GENERAL PROVISIONS**

### **5.1 LAWS OF OREGON**

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

### **5.2 DEFAULT**

Time is of essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

### **5.3 INDEMNIFICATION**

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

### **5.4 MODIFICATION OF AGREEMENT**

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

### **5.5 DISPUTE RESOLUTION**

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

### **5.6 REMEDIES**

Subject to the provisions in paragraph 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal

actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

#### 5.7 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

#### 5.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

#### 5.9 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

### **6. TERMS OF AGREEMENT**

- 6.1 The term of the Agreement shall be from the date of execution until the completion of the PROJECT, but not to exceed five (5) years.
- 6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the PROJECT and paying for any additional costs as necessary.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

***CITY OF TIGARD, OREGON***

**WASHINGTON COUNTY, OREGON**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHAIR, BOARD OF COUNTY  
COMMISSIONERS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
RECORDING SECRETARY

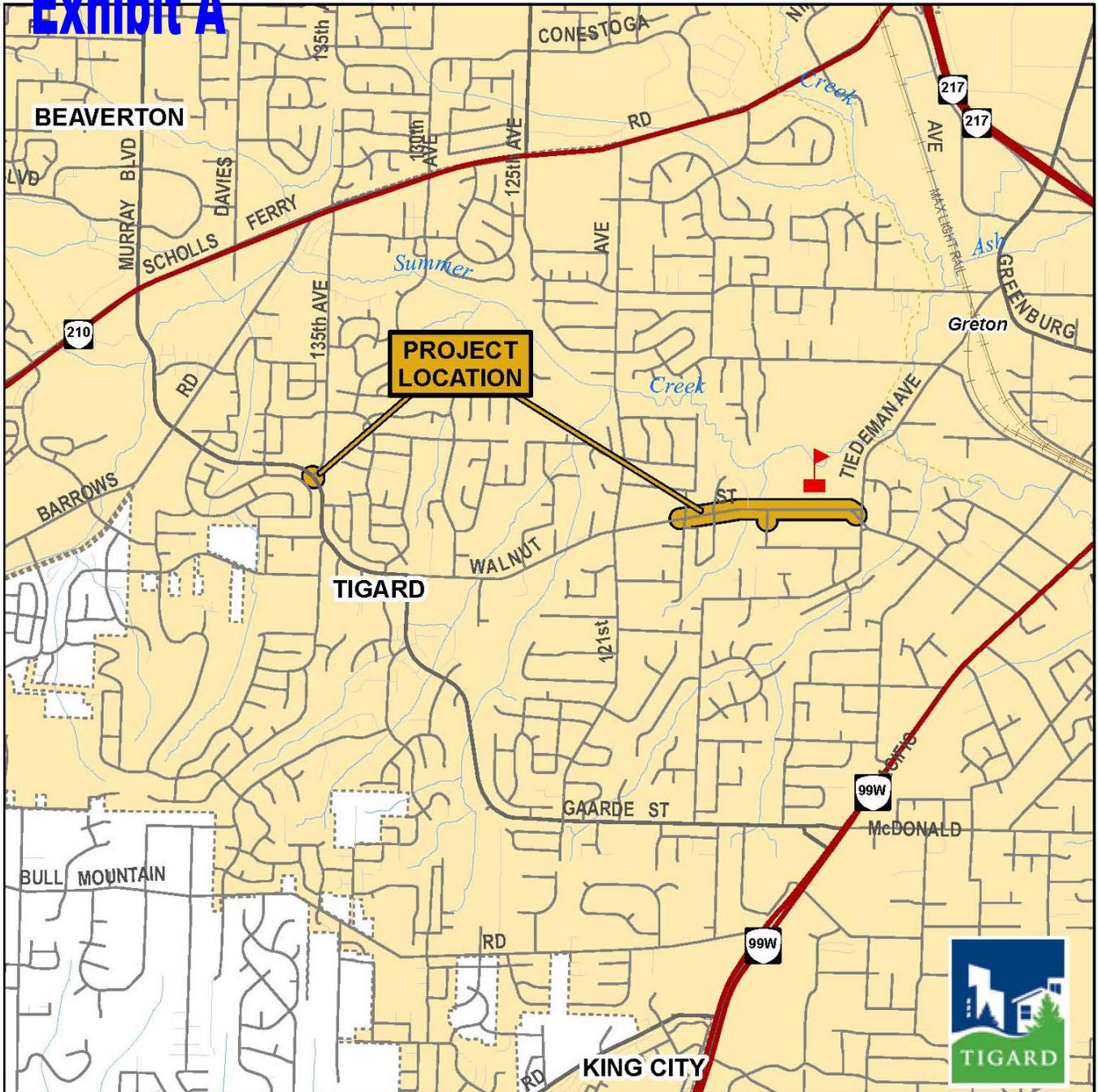
APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
COUNTY COUNSEL

# Exhibit A



## S.W. WALNUT ST IMPROVEMENTS

116TH TO TIEDEMAN  
AND WALNUT / 135TH INTERSECTION

For more information, contact:  
Pat Oakes, Project Manager  
Engineering and Construction Services  
Phone: 503-846-7826  
Fax: 503-846-7810  
Email: patrick\_oakes@co.washington.or.us

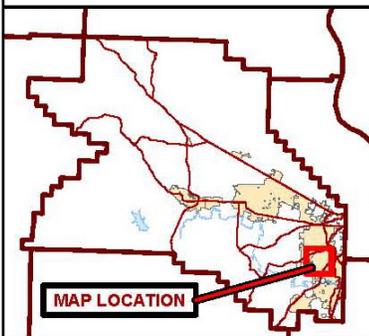
Map Date: August 2, 2012  
Prepared by: EDF

**DISCLAIMER:**  
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

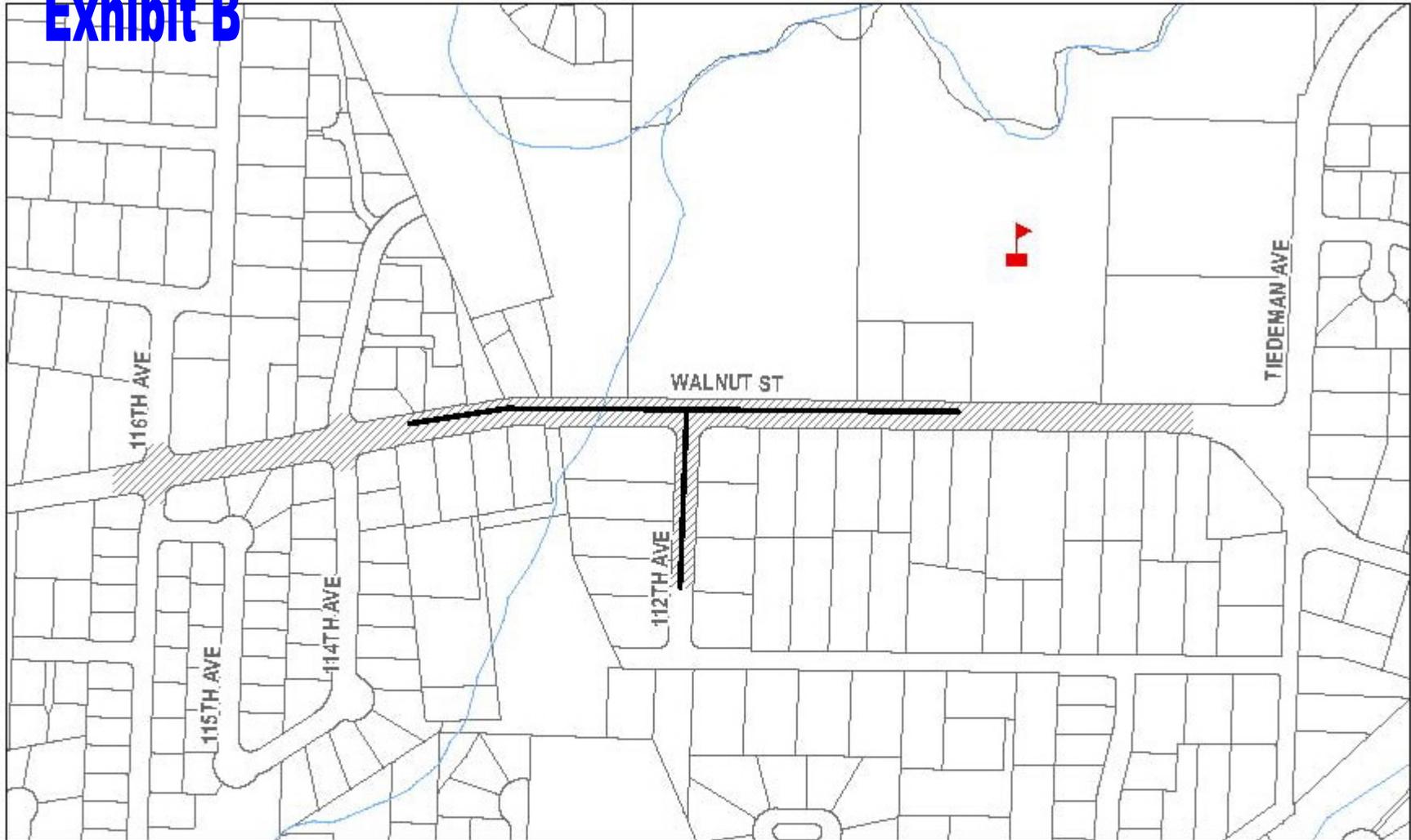


0 1,000 2,000 4,000 Feet

- Legend**
- Light Rail
  - Railroads
  - Highways
  - Major Roads
  - Minor Roads
  - Private Roads
  - Project Location
  - County Boundary
  - Rivers / Lakes
  - Streams
  - Urban Growth Bdy.
  - Cities



# Exhibit B

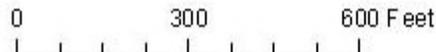


## CITY OF TIGARD UTILITY IMPROVEMENTS AS PART OF THE WALNUT STREET PROJECT

Map Date: December 20, 2012  
Prepared by: EDF

**DISCLAIMER:**

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering or planning purposes. Users of this information should review or consult the primary data and information sources to ascertain the reliability of the information.



- Legend**
- Project Area\*
  - Sanitary Line Extension

\* Note: Project area includes installation of Franchise Utility Underground Conduits

**Business Meeting**

**Meeting Date:** 04/09/2013

**Length (in minutes):** 5 Minutes

**Agenda Title:** Proclaim April 7-14 National Days of Remembrance

**Prepared For:** Joanne Bengtson

**Submitted By:** Joanne Bengtson, City Management

**Item Type:** Update, Discussion, Direct Staff

**Meeting Type:** Proclamation

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

Should Mayor Cook proclaim April 7-14, 2013 as National Days of Remembrance?

**STAFF RECOMMENDATION / ACTION REQUEST**

**KEY FACTS AND INFORMATION SUMMARY**

**OTHER ALTERNATIVES**

Not issue a proclamation.

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

The Mayor issued this proclamation in April 2012.

**Attachments**

Days of Remembrance Proclamation

# Proclamation

City of Tigard

## NATIONAL DAYS OF REMEMBRANCE WEEK

April 7-14, 2013

**Whereas**, the Holocaust claimed the lives of millions of European peoples for religious, racial, ethnic, or national reasons between 1933 and 1945; and

**Whereas**, the history of the Holocaust offers an opportunity to reflect on the moral responsibilities of individuals and governments; and

**Whereas**, the Days of Remembrance Week reminds us of the fragility of democracy and the need for citizens to be vigilant in the protection of democratic ideals; and

**Whereas**, we the people of Tigard should actively rededicate ourselves to the principles of individual freedom in a just society; and

**Whereas**, the Days of Remembrance have been set aside to remember the victims of the Holocaust as well as to reflect on the need for respect of all peoples;

**NOW THEREFORE BE IT RESOLVED THAT I**, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim the week of April 7-14, 2013 as

### National Days of Remembrance Week

in memory of the victims of the Holocaust, and in honor of the survivors, as well as the rescuers and liberators, and further proclaim that we, as citizens of the City of Tigard, should work to promote human dignity and confront hate whenever and wherever it occurs

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
John L. Cook, Mayor  
City of Tigard

**Attest:**

\_\_\_\_\_  
City Recorder

# Proclamation

City of Tigard

## CHILD ABUSE PREVENTION MONTH April 2013

Tigard's children are our most valuable resource, and they need our support to thrive and grow into healthy, productive adults.

**WHEREAS**, every child deserves a nurturing family and a safe environment, free from fear, abuse and neglect; and

**WHEREAS**, child abuse affects every community and it will take a collaborative and community-wide effort to prevent it; and

**WHEREAS**, during National Child Abuse Prevention Month, we state our unwavering commitment to protecting children and promoting healthy families; and

**WHEREAS**, by bringing awareness to the Tigard community about child abuse and what each person can do to prevent it, we build a brighter future for all; and

**WHEREAS**, I encourage all Tigard residents to visit: [www.ChildWelfare.gov/Preventing](http://www.ChildWelfare.gov/Preventing) to learn what they can do to stop child abuse.

**NOW THEREFORE BE IT RESOLVED THAT** I, Mayor John L. Cook of the City of Tigard, Oregon, do hereby proclaim the month of April 2013 as

## CHILD ABUSE PREVENTION MONTH

in Tigard, Oregon and urge residents to observe this month by supporting programs and activities that help prevent child abuse and provide for children's physical, emotional, and developmental needs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
John L. Cook, Mayor  
City of Tigard

**Attest:**

\_\_\_\_\_  
City Recorder

**Business Meeting****Meeting Date:** 04/09/2013**Length (in minutes):** 20 Minutes**Agenda Title:** Quasi Judicial Public Hearing - ZCA2013-00001 Lennar Annexation**Prepared For:** John Floyd**Submitted By:** John Floyd, Community Development**Item Type:** Public Hearing - Quasi-Judicial**Meeting Type:** Council Business Meeting - Main**Public Hearing:** Yes**Publication Date:** 03/28/2013**Information****ISSUE**

Consider adoption of an ordinance to annex approximately 2.28 acres of land at 15060 SW 133rd Avenue into Tigard, including adjacent right of way.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends that City Council find that the proposed annexation (ZCA2013-00001) meets all the approval criteria as identified in ORS Chapter 222, Metro Code Chapter 3.09, Community Development Code Chapters 18.320 and 18.390, and the following Comprehensive Plan Goals and Policies: Goal 1.1; Goals 11.1 and 11.3; and Goals 14.1 and 14.2. Staff also recommends APPROVAL of ZCA2013-00001 by adoption of the attached ordinance.

**KEY FACTS AND INFORMATION SUMMARY**Vicinity Information

The subject parcel is located in the Bull Mountain neighborhood, approximately 1200 feet south of the intersection of Bull Mountain Road and SW 132nd Avenue. The property is a through lot located between SW 133rd Avenue and SW 132nd Terrace, in the vicinity of Alberta Rider Elementary School and the Summit Ridge and Woodside Subdivisions.

Site Information and Proposal Description

The area proposed for annexation is made up of a single parcel totaling 2.28 acres in size. The subject parcel slopes downhill from a northwesterly to southeasterly direction, and contains an existing single family home in the approximate center of the property. Single family homes surround the subject parcel on all sides.

The subject parcel adjoins the City Boundary along the eastern and southeastern corners of the project site. These lands and public right of way were annexed to the City in 2005 as part of the Alberta Rider/Summit Ridge Annexation (ZCA2005-00003). The proposed annexation will help to rationalize the city boundary in this area.

A public election is not required for a voluntary annexation of a single parcel. However, a public hearing before the Tigard City Council is required. The purpose of the request is to obtain urban services from the City needed to urbanize the area and provide housing and employment opportunities as envisioned by Metro when the subject area was placed within the Urban Growth Boundary.

**OTHER ALTERNATIVES**

Council does have the option to deny the annexation request. Additional findings would need to be made to support a decision to deny.

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS****DATES OF PREVIOUS COUNCIL CONSIDERATION**

n/a

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**Attachments**

Draft Ordinance

Exhibit A

Exhibit B

Exhibit C

Exhibit D - Staff Report

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
ORDINANCE NO. 13- \_\_\_\_\_

AN ORDINANCE ANNEXING ONE PARCEL OF LAND APPROXIMATELY 2.28 ACRES IN SIZE, AND 1/2 OF THE ADJOINING 133<sup>rd</sup> AVENUE RIGHT-OF-WAY TOTALING 0.13 ACRES, APPROVING THE LENNAR ANNEXATION (ZCA2013-00001) AND WITHDRAWING PROPERTY FROM THE TIGARD WATER DISTRICT, WASHINGTON COUNTY ENHANCED SHERIFF'S PATROL DISTRICT AND WASHINGTON COUNTY URBAN ROADS MAINTENANCE DISTRICT.

---

WHEREAS, the City of Tigard is authorized by ORS 222.120(4)(b), ORS 222.125, and ORS 222.170(1) to annex contiguous territory upon receiving written consent from owners of land in the territory proposed to be annexed; and

WHEREAS, the City of Tigard is authorized by ORS 222.120(5) and 222.520 to withdraw property which currently lies within the boundary of the Tigard Water District, Washington County Enhanced Sheriff's Patrol District and Washington County Urban Roads Maintenance District upon completion of the annexation; and

WHEREAS, the Tigard City Council held a public hearing on April 9, 2013, to consider the annexation of Washington County Tax Map (WCTM) 2S109DB, Tax Lot 800) of land located at 15060 SW 133<sup>rd</sup> Avenue and adjoining right-of-way, and withdrawal of said parcel and right-of-way from the Washington County Enhanced Sheriff's Patrol District and Washington County Urban Roads Maintenance District; and

WHEREAS, pursuant to Metro 3.09, ORS 222.120 and 222.524, notice was given and the City held a public hearing on the issue of the annexation into the City and withdrawal of the annexed parcel from the Tigard Water District, Washington County Enhanced Sheriff's Patrol District and Washington County Urban Roads Maintenance District on April 9, 2013; and

WHEREAS, pursuant to ORS 222.524, the City must declare the withdrawal of the annexed property from the Tigard Water District, Washington County Enhanced Sheriff's Patrol District and Washington County Urban Roads Maintenance District; and

WHEREAS, the Tigard Development Code states that upon annexation, the zone is automatically changed to the City zoning which most closely implements the City's comprehensive plan map designation or to the City designations which are the most similar; and

WHEREAS, the annexation has been processed in accordance with the requirements of Metro 3.09 and has been reviewed for compliance with the Tigard Community Development Code and the Comprehensive Plan and the annexation substantially addresses the standards in Metro 3.09 regulating annexations; and

WHEREAS, the Tigard City Council passed Resolution 13-08 to extend the phasing in of increased property taxes over a three-year period at the rate of 33 percent, 67 percent, and 100 percent, for properties that voluntarily annex until February 2014 per Oregon Administrative Rule (OAR 150-222.111); and

WHEREAS, the Tigard City Council has carefully considered the testimony at the public hearing and determined that withdrawal of the annexed property from the applicable service districts is in the best interest of the City of Tigard.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard City Council hereby annexes the subject parcel and right-of-way as described and shown in the attached **Exhibits “A,” “B,” and “C”** and withdraws said parcel from the Tigard Water District, Washington County Enhanced Sheriff's Patrol District and Washington County Urban Roads Maintenance District.

SECTION 2: The Tigard City Council adopts the “Staff Report to the City Council” (ZCA2010-00001) as findings in support of this decision; a copy of the staff report is attached hereto as **Exhibit “D”** and incorporated herein by this reference.

SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor and posting by the City Recorder.

SECTION 4: City staff is directed to take all necessary measures to implement the annexation, including filing certified copies of the Ordinance with Metro for administrative processing, filing with state and county agencies as required by law, and providing notice to utilities.

SECTION 5: The Tigard City Council hereby authorizes the phasing in of increased property taxes over a three-year period at the rate of 33 percent, 67 percent, and 100 percent per Oregon Administrative Rule (OAR 150-222.111) for the subject annexation.

SECTION 6: Pursuant to ORS 222.120(5), the effective date of the withdrawal of the property from Washington County Enhanced Sheriff's Patrol District and Washington County Urban Roads Maintenance District shall be the effective date of this annexation.

SECTION 7: In accordance with ORS 222.180, the annexation shall be effective upon filing with the Secretary of State.

PASSED: By \_\_\_\_\_ vote of all Council members present after being read by number and title only, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John L. Cook, Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**ENGINEERING PLANNING  
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100  
Sherwood, Oregon 97140  
Phone: (503) 925-8799  
Fax: (503) 925-8969  
AKS Job No. 3346



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**EXHIBIT A**

A tract of land located in the Southeast Quarter of Section 9, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon being more particularly described as follows:

Beginning at a 1-1/8 inch brass disk inscribed "ALPHA COM. DEV." at the southeast corner of the tract per Document Number 2012-058622, which bears North 89°52'00" East 10.30 feet from the northeast corner of Lot 130 of the plat "Summit Ridge No. 3"; thence along the north line of Lots 129 and 130 of the plat "Summit Ridge No. 3" (being the City of Tigard city limits) and the north line of the tract per Book 785 Pages 299-300, South 89°52'00" West 441.70 feet to a 3/4 inch iron pipe; thence along the east right-of-way line of SW 133<sup>rd</sup> Avenue (25.00 feet from centerline) North 00°31'41" West 225.00 feet to a point; thence along the north line of the tract per Document Number 2012-058622, North 89°52'00" East 440.54 feet to a point; thence along the west right-of-way line of SW 132<sup>nd</sup> Avenue (variable width) (being the City of Tigard city limits) South 00°49'21" East 225.01 feet to the Point of Beginning.

The above described tract of land contains 2.28 acres, more or less.



**ANNEXATION CERTIFIED**

BY RF

**JAN 09 2013**

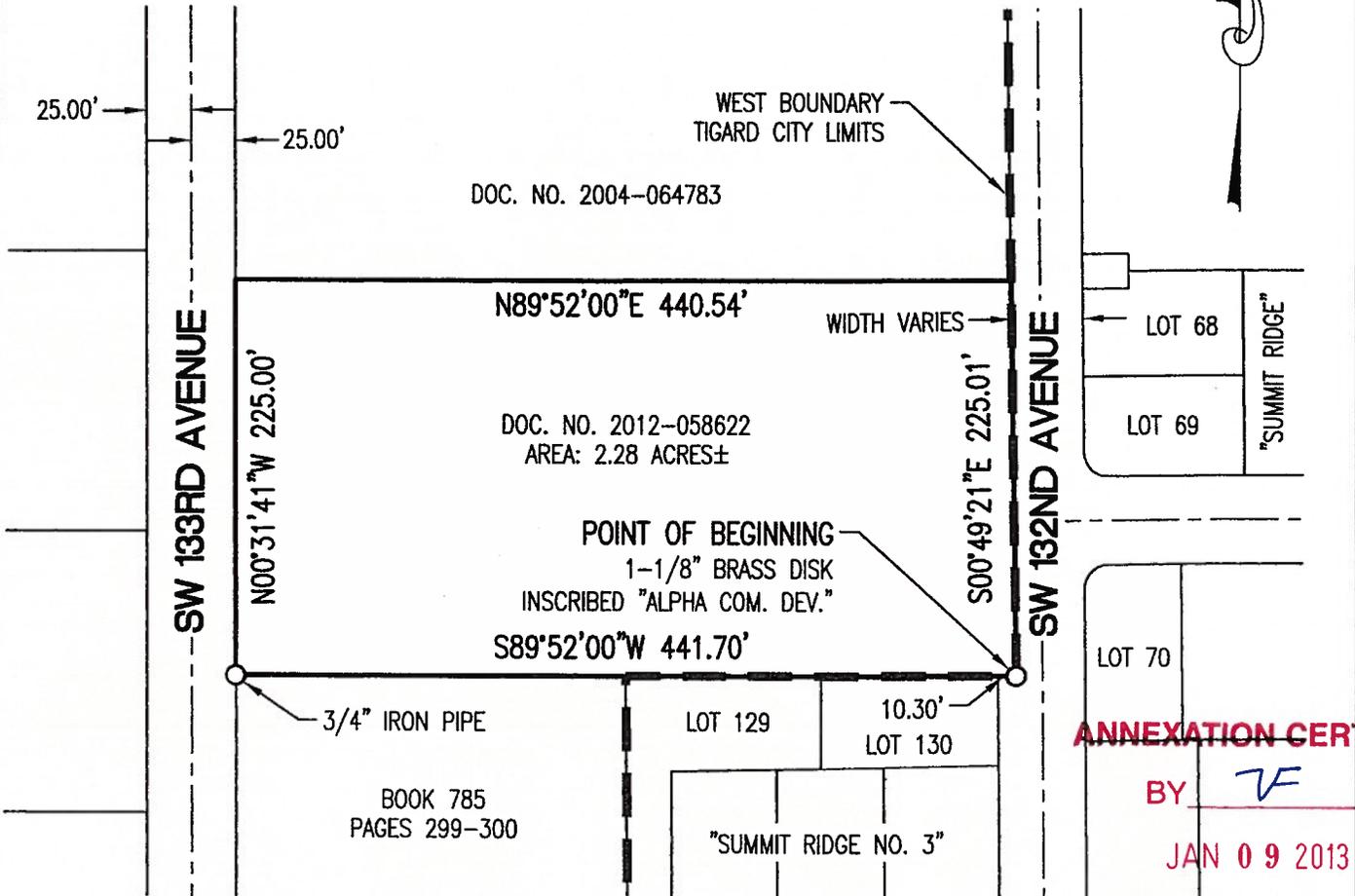
**WASHINGTON COUNTY A & T  
CARTOGRAPHY**

# PREPARED FOR

LENNAR HOMES  
2103 NE 129TH STREET #100  
VANCOUVER, WA 98686

# EXHIBIT B

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,  
WASHINGTON COUNTY, OREGON



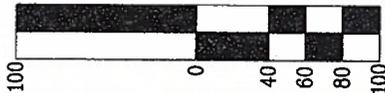
**ANNEXATION CERTIFIED**

BY TF

JAN 09 2013

WASHINGTON COUNTY A & T  
CARTOGRAPHY

SCALE 1" = 100 FEET



## LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS

12-12-12

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS

RENEWS: 12/31/14

JOB NAME: SW 133RD
JOB NUMBER: 3346
DRAWN BY: JOH
CHECKED BY: RDR
DWG NO.: 121212 3346EXA

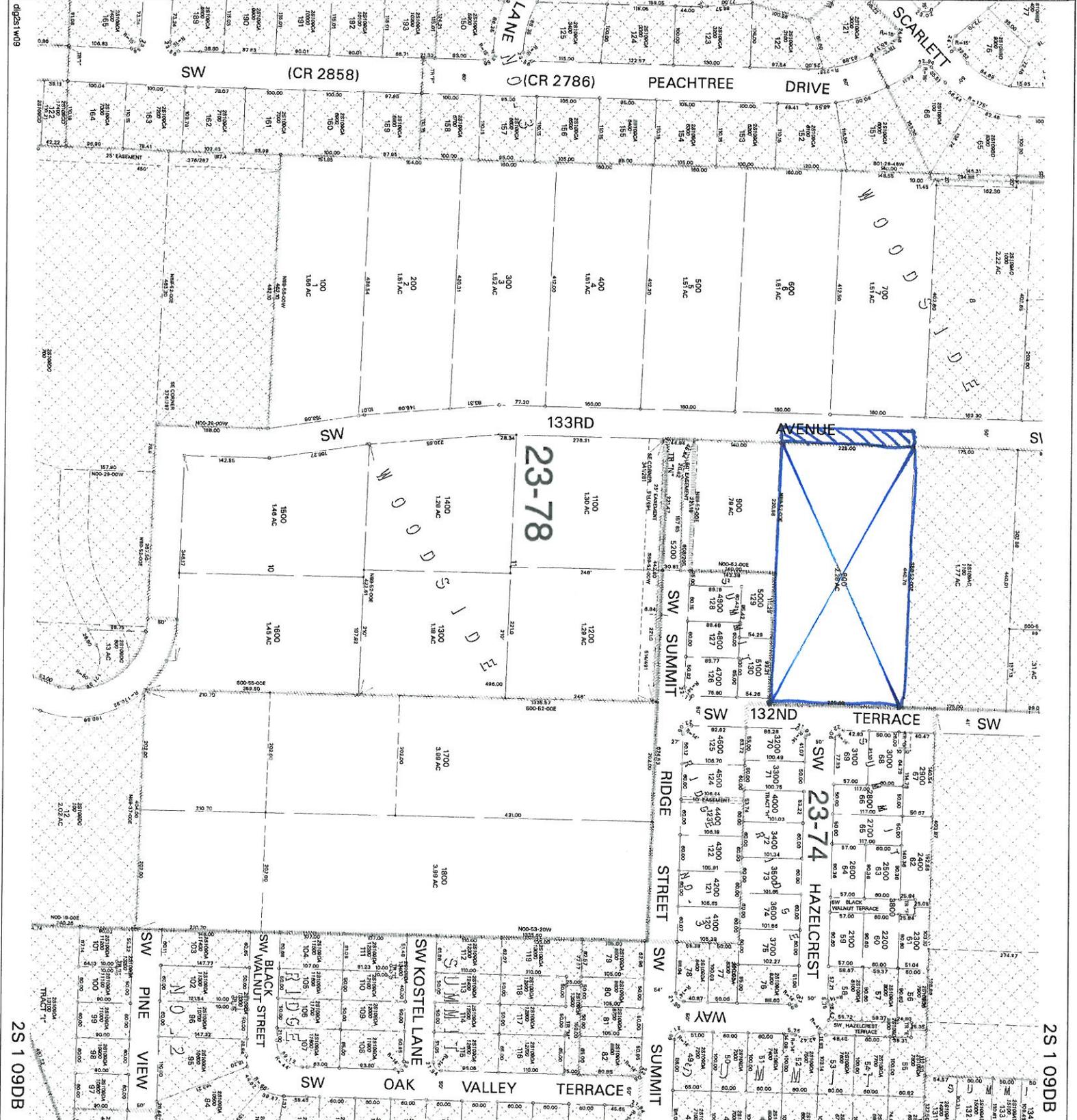
ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE  
FORESTRY • SURVEYING



LICENSED IN OR & WA

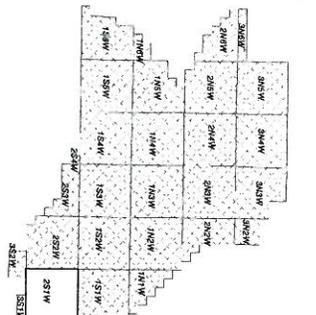
13910 SW GALBREATH  
DRIVE, SUITE 100  
SHERWOOD, OR 97140  
PHONE: (503) 925-8799  
FAX: (503) 925-8969

OFFICES LOCATED IN SALEM, OR & VANCOUVER, WA



2S 1 09DB

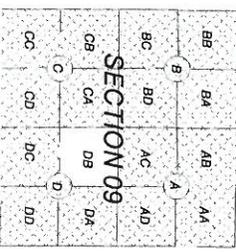
2S 1 09DB



WASHINGTON COUNTY OREGON  
 NW1/4 SE1/4 SECTION 09 T2S R1W M.1  
 SCALE 1" = 100'

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[WWW.CO.WASHINGTON.ORG/LITS](http://WWW.CO.WASHINGTON.ORG/LITS)



Cancelled Taxlots For: 2S1 09DB  
 2000, 1900, 1000, 3900.



PLAT DATE: March 21, 2006  
 FOR ASSESSMENT PURPOSES  
 ONLY FOR THE USE  
 OF THE COUNTY

Map areas delineated herein are for assessment purposes only and do not constitute a warranty of accuracy. The County is not responsible for any errors or omissions. Please consult the appropriate map for the most current information.

TIGARD  
 2S 1 09DB

**STAFF REPORT TO THE  
CITY COUNCIL  
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

**SECTION I. APPLICATION SUMMARY**

**FILE NAME:** LENNAR ANNEXATION  
**CASE NO:** Zone Change Annexation (ZCA) ZCA2013-00001

**APPLICANT:** Lennar Northwest, Inc. **OWNER:** Lennar Northwest, Inc.  
2103 NE 129<sup>th</sup> St, Suite 100  
Vancouver, WA 98686  
2103 NE 129<sup>th</sup> St, Suite 100  
Vancouver, WA 98686

**PROPOSAL:** A request to annex to the City of Tigard approximately 2.28 acres of property and one-half of adjoining right-of-way along SW 133<sup>rd</sup> Avenue.

**LOCATION:** 15060 SW 133<sup>rd</sup> Avenue; Assessor map 2S109DB, Tax Lot 800

**COUNTY ZONE:** R-6 District (Residential 6 Units Per Acre). The purpose of the Washington County R-6 District is to implement the policies of the Comprehensive Plan for areas designated for residential development at no more than six (6) units per acre and no less than five (5) units per acre, except as specified by Section 300-2 or Section 303-6. The intent of the R-6 District is to provide the opportunity for more flexibility in development than is allowed in the R-5 District.

**EQUIVALENT CITY ZONE:** R-7: Medium-Density Residential District. The City of Tigard R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

**APPLICABLE REVIEW CRITERIA:** The approval standards for annexations are described in Community Development Code Chapters 18.320 and 18.390, Comprehensive Plan Goal 1, Goal 11, and Goal 14; ORS Chapter 222; Metro Code Chapter 3.09.

**SECTION II. STAFF RECOMMENDATION**

Staff recommends that City Council find that the proposed annexation (ZCA2013-00001) meets all the approval criteria as identified in ORS Chapter 222, Metro Code Chapter 3.09, Community Development Code Chapters 18.320 and 18.390, and the following Comprehensive Plan Goals and Policies: Goal 1.1; Goals 11.1 and 11.3; and Goals 14.1 and 14.2. Therefore, staff recommends **APPROVAL** of ZCA2013-00001 by adoption of the attached ordinance.

### **SECTION III. BACKGROUND INFORMATION**

#### Vicinity Information

The subject parcel is located in the Bull Mountain neighborhood, approximately 1200 feet south of the intersection of Bull Mountain Road and SW 132<sup>nd</sup> Avenue. The property is a through lot located between SW 133<sup>rd</sup> Avenue and SW 132<sup>nd</sup> Terrace, in the vicinity of Alberta Rider Elementary School and the Summit Ridge and Woodside Subdivisions.

#### Site Information and Proposal Description

The area proposed for annexation is made up of a single parcel totaling 2.28 acres in size. The subject parcel slopes downhill from a northwesterly to southeasterly direction, and contains an existing single family home in the approximate center of the property. Single family homes surround the subject parcel on all sides.

The subject parcel adjoins the City Boundary along the eastern and southeastern corners of the project site. These lands and public right of way were annexed to the City in 2005 as part of the Alberta Rider/Summit Ridge Annexation (ZCA2005-00003). The proposed annexation will help to rationalize the city boundary in this area.

A public election is not required for a voluntary annexation of a single parcel. However, a public hearing before the Tigard City Council is required. The purpose of the request is to obtain urban services from the City needed to urbanize the area and provide housing and employment opportunities as envisioned by Metro when the subject area was placed within the Urban Growth Boundary.

### **SECTION IV. APPLICABLE REVIEW CRITERIA, FINDINGS AND CONCLUSIONS**

**City:** Community Development Code Chapters 18.320 and 18.390  
Comprehensive Plan Goal 1, Goal 11 and Goal 14.  
**State:** ORS Chapter 222  
**Regional:** Metro Code Chapter 3.09

#### **A. CITY OF TIGARD COMMUNITY DEVELOPMENT CODE (TITLE 18)**

Staff has determined that the proposal is consistent with the relevant portions of the Community Development Code based on the following findings:

#### **“Chapter 18.320.020.B: Approval Process and Standards.**

**Approval Criteria. The decision to approve, approve with modification, or deny an application to annex property to the City shall be based on the following criteria:**

**1. All services and facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area;”**

**FINDINGS:** The City of Tigard Comprehensive Plan’s Public Facilities and Services Chapter states that for the purposes of the Comprehensive Plan, public facilities and services refer to storm water management, water supply and distribution, wastewater management, community facilities, and private utilities. In addition the comprehensive Plan Glossary includes public safety, parks, and transportation. Each service is available and adequate to serve the property as discussed below.

**Water – City of Tigard.** Upon annexation, City of Tigard will be the provider of water. According to the December 7, 2012 email from Senior Engineering Technician Mike White, the water system does have the overall infrastructure and adequate capacity to serve the properties to be annexed at the most intense use allowed without significantly reducing the level of service available to developed and undeveloped land within Tigard. This water connection is available from both SW 133<sup>rd</sup> Avenue and SW 132<sup>nd</sup> Terrace.

**Sewer – Clean Water Services/City of Tigard.** Clean Water Services (CWS) is the service provider of sewer service. Upon annexation, the City of Tigard will be the retail provider of sewer service prior to ultimate treatment by Clean Water Services. According to the December 7, 2012 email from Senior Engineering Technician Mike White, the City is capable of providing level sewer service without significant reduction in the level of services provided to developed and underdeveloped properties in the City. This service is available from a public sanitary sewer located within SW 132<sup>nd</sup>.

**Drainage – Clean Water Services/City of Tigard.** Clean Water Services is the current provider of stormwater service. Upon annexation, the City of Tigard will be the provider of stormwater service. According to the December 7, 2012 email from Senior Engineering Technician Mike White, the City has the capacity to provide retail level storm sewer service without significant reduction in the level of services provided to developed and underdeveloped properties in the City. This service is available from a public storm main line within SW 133<sup>rd</sup>.

**Streets – City of Tigard Engineering Division.** The subject property is located south of SW Bull Mountain Road at SW 133<sup>rd</sup> Avenue, and fronts SW 132<sup>nd</sup> Terrace which is presently within City Limits. According to the December 7, 2012 email from Senior Engineering Technician Mike White, the City has determined that it can provide street-related services to this site and doing so will not significantly reduce the level of services to developed and underdeveloped properties in the City.

**Police – City of Tigard Police Department.** The City of Tigard Police Department reviewed the subject proposal and commented that they have no objection to it. The Tigard Police Department has determined that it has adequate services to serve the most intense use allowed and that providing services will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard.

**Fire – Tualatin Valley Fire and Rescue (TVF&R).** The subject property is in Tualatin Valley Fire and Rescue's (TVF&R's) service area. The TVF&R District currently provides services to the entire Bull Mountain area, both inside and outside of the City of Tigard. The Fire District has personnel and equipment in the area that can respond to an emergency incident and implement such actions as may be necessary for fire and/or rescue operations to developed and undeveloped land within the City of Tigard.

**Parks–City of Tigard.** According to the Tigard Urban Services Agreement, The City is designated as the provider of parks within the Urban Services Area. Actual provision of services depends on annexation of territory within this service area, subject to the City's Park System Master Plan.

CONCLUSION: Based upon this review, staff finds that all public services and facilities (as defined by the Comprehensive Plan) are available to the proposed annexation territory and have sufficient capacity to provide service if developed to the most intense use allowed and will not significantly reduce the level of services available to developed and undeveloped land in the City of Tigard.

**“2. The applicable Comprehensive Plan policies and implementing ordinance provisions have been satisfied.”**

FINDINGS: The following Comprehensive Plan goals and policies apply to the proposed annexation: Goal 1.1 and Goal 14, Policy 1- 4. Staff has determined that the proposal has satisfied the applicable Comprehensive Plan policies based on the following findings:

**“Goal 1.1: Citizen Involvement. The City shall provide citizens, affected agencies and other jurisdictions the opportunity to participate in all phases of the planning process.”**

The City maintains an ongoing citizen involvement program. To assure citizens will be provided an opportunity to be involved in all phases of the planning process, the City provides notice for Type IV land-use applications. The City posted, mailed, and published notice of the public hearing as follows. The City posted the hearing notice at four public places on March 20, 2013: Tigard Library, Tigard City Hall, Tigard Permit Center, and at the project site. The City published notice of the hearing in *The Tigard Times* for two successive weeks (March 28, 2013 & April 4, 2013) prior to the April 9, 2013, public hearing. In addition, the City maintains a list of interested parties organized by geography. Notice was mailed to interested parties on March 20, 2013. This goal is met.

**“Goal 11.1: Develop and maintain a stormwater system that protects development, water resources, and wildlife habitat.**

**Policy 4. The City shall require the property to be located within the city limits prior to receiving City stormwater services.”**

The applicant is not requesting City stormwater services at this time. It is anticipated that after annexation, city stormwater services are likely to be requested as part of a future development application. This policy will be met.

**“Goal 11.3: Develop and maintain a wastewater collection system that meets the existing and future needs of the community.**

**Policy 6. The City shall require the property to be located within the city limits prior to receiving City wastewater services.”**

The applicant is not requesting City wastewater services at this time. It is anticipated that after annexation, City wastewater services are likely to be requested as part of a future development application. This policy will be met.

**“Goal: 14.2. Implement the Tigard Urban Services Agreement through all reasonable and necessary steps, including the appropriate annexation of unincorporated properties.**

**Policy 1. The City shall assign a Tigard zoning district designation to annexed property that most closely conforms to the existing Washington County zoning designation for that property.”**

The applicable Tigard zoning district designations are addressed below in the findings for Section 18.320.020.C. This policy is met.

**“Policy 2. The City shall ensure that capacity exists, or can be developed, to provide needed urban level services to an area when approving annexation.”**

Capacity has been addressed above under findings pertaining to 18.320.020.B.1 above, consistent with this policy. This policy is met.

**“Policy 3. The City shall approve proposed annexations based on findings that the request:  
A. can be accommodated by the City’s public facilities and services; and”**

The availability of the City’s public facilities and services has been addressed under findings pertaining to 18.320.020.B.1 above, consistent with this policy. This policy is met.

**“B. is consistent with applicable state statute.”**

As reviewed below, staff finds that the provisions of ORS 222 have been met, consistent with this policy. This policy is met.

**“Policy 4. The City shall evaluate and may require that parcels adjacent to proposed annexations be included to: A) avoid creating unincorporated islands within the City; B) enable public services to be efficiently and effectively extended to the entire area; or C) implement a concept plan or sub-area master plan that has been approved by the Planning Commission or City Council.**

The proposed annexation is located within the Bull Mountain area and will not create an unincorporated island within the city. Public services are available and can be efficiently extended as discussed above. No concept plans or sub-area master plans apply to the affected parcel. This policy is met.”

**“Chapter 18.320.020.C**

**Assignment of comprehensive plan and zoning designations.**

**The comprehensive plan designation and the zoning designation placed on the property shall be the City's zoning district which most closely implements the City's or County's comprehensive plan map designation. The assignment of these designations shall occur automatically and concurrently with the annexation. In the case of land which carries County designations, the City shall convert the County's comprehensive plan map and zoning designations to the City designations which are the most similar.”**

The Washington County Land Use Districts Map and online GIS Intermap system show the affected parcel as being within the R-6 Land Use District. This designation is common throughout the unincorporated Bull Mountain neighborhood. The purpose of the Washington County R-6 District is to implement the policies of the Comprehensive Plan for areas designated for residential development at no more than six (6) units per acre and no less than five (5) units per acre, except as specified by Section 300-2 or Section 303-6 of the Washington County Community Development Code. The intent of the R-6 District is to provide the opportunity for more flexibility in development than is allowed in the R-5 District.

The most similar City of Tigard Zoning District is the R-7 Zoning District, as set forth in TDC 18.320.1 (Conversion Table for County and City Plan and Zoning Districts). The City of Tigard R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

This standard is met.

**“Chapter 18.390.060: Type IV Procedure”**

Annexations are processed by means of a Type IV procedure, as governed by Chapter 18.390 of the Community Development Code (Title 18) using standards of approval contained in 18.390.020.B, which were addressed in the previous section. Chapter 18.390 requires City Council to hold a hearing on an annexation. It also requires the City to provide notice at least 20 days prior to the hearing by mail and to publish notice at least 10 business days prior to the hearing; the City mailed notice on March 20, 2013, and published public notice in *The Tigard Times* for two successive weeks (March 28, 2013 & April 4, 2013) prior to the April 9, 2013 public hearing.

**“Additionally, Chapter 18.390.060 sets forth five decision-making considerations for a Type IV decision:**

**1. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;”**

The City’s Comprehensive Plan has been acknowledged by the Land Conservation and Development Commission to be in compliance with state planning goals. As reviewed above, the annexation proposal meets the existing Comprehensive Plan policies and is, therefore, in compliance with state planning goals. This standard is met.

**“2. Any federal or state statutes or regulations found applicable;”**

**ORS 222:**

State law (ORS 222.120(4)(b), ORS 222.125 and ORS 222.170(1)) allows for a city to annex contiguous territory when owners of land in the proposed annexation territory submit a petition to the legislative body of the city. In addition, ORS 222.111(2) allows for a city to act on its own motion to annex contiguous territory. A city is not required to hold an election for such an annexation if it follows the noticing procedures for a public hearing per ORS 222.120.

ORS 222.120 requires the city to hold a public hearing before its legislative body (City Council) and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places for two successive weeks prior to the hearing.

The owner of the subject parcel has signed a petition for annexation to the City. The subject parcel is contiguous to the City’s boundary. The City has acted on its own motion to annex half the right-of-way along the SW 133<sup>rd</sup> frontage of the subject property.

The City mailed notice on March 20, 2013, and published public notice in *The Tigard Tualatin Sherwood Times* for two successive weeks (March 28, 2013 & April 4, 2013) prior to the April 9, 2013 public hearing and posted the hearing notice for public view on March 20, 2013 in the Tigard Library, Tigard City Hall, Tigard Permit Center, and in two places on the subject property. Staff finds that the provisions of ORS 222 have been met.

**CONCLUSION:** As shown in the above findings the proposed Lennar Annexation satisfies the applicable Comprehensive Plan Policies and implementing ordinance provisions related to Local Government Boundary Changes.

**“3. Any applicable METRO regulations;”**

Chapter 3.09 of the Metro Code (Local Government Boundary Changes) includes standards to be

addressed in annexation decisions, in addition to local and state review standards. Staff has determined that the applicable METRO regulations have been met based on the following findings:

**“Metro 3.09.045 (d) and (e)”**

The proposed annexation is not being reviewed through an expedited process, but subsections (d) of Metro Code 3.09.050 requires that the standards of 3.09.045 (d) & (e) be addressed.

**“(d) To approve a boundary change through an expedited process, the city shall:**

**(1) Find that the change is consistent with expressly applicable provisions in:**

**(A) Any applicable urban service agreement adopted pursuant to ORS 195.065;”**

The Urban Planning Area Agreement (UPAA) between the City and the County provides coordination of comprehensive planning and development, defines the area of interest, and includes policies with respect to the active planning area and annexation. The applicable annexation policies include the assignment of comprehensive plan and zoning designations addressed earlier in this report and acknowledgements that the City is the ultimate service provider of urban services within the Tigard Urban Service Area.

The Tigard Urban Service Agreement is between the City, County, Metro, and the service Districts for water, sewer, transportation, parks and public safety. The agreement outlines the role, provision, area, and planning/coordination responsibilities for service providers operating in the Tigard Urban Services Area (TUSA). These services are addressed above at the beginning of this report.

As addressed previously in this report, the annexation proposal complies with all applicable provisions of urban service provider agreements, UPAA (2006) and TUSA (2006).

**“(B) Any applicable annexation plan adopted pursuant to ORS 195.205;”**

These statutes outline the process for annexations initiated by a city or district, including public hearings and voting procedures. This statute is not applicable since this annexation was initiated by the property owners. The applicant and property owner have submitted a petition to annex.

**“(C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party;”**

The *UPAA (2006)* includes the proposed annexation territory. The City has followed all processing and notice requirements in the *UPAA*, providing Washington County with notice prior to the public hearing. The agreement states that “so that all properties within the Tigard Urban Service Area will be served by the City, the County and City will be supportive of annexations to the City.” The annexation proposal is consistent with this agreement.

**“(D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and”**

The City of Tigard Public Facility Plan was adopted in 1991 in compliance with statewide planning goals and Oregon Administrative Rule 660-11. A revised plan is currently being developed as part of periodic review. The development of the community plan and its public facility elements will be coordinated consistent with the new facility plan being prepared through periodic review and with CWS and TVF& R facility plans as required by Statewide Planning Goal 14, Urbanization. New Comprehensive Plan goals and policies for public facilities were adopted in 2008 (Goal 11), and the applicable goals and policies were addressed previously in this report. The proposed annexation is consistent with the Tigard Public Facility Plan.

**“(E) Any applicable comprehensive plan; and”**

The Tigard Comprehensive Plan applies in this case. Applicable policies are satisfied as addressed previously in this report.

**“(2) Consider whether the boundary change would: (A) Promote the timely, orderly and economic provision of public facilities and services; (B) Affect the quality and quantity of urban services; and (C) Eliminate or avoid unnecessary duplication of facilities or services.”**

The proposed annexation will proceed consistent with the *TUSA (2006)*, which ensures the timely, orderly, and efficient extension of public facilities and urban services; and as stated above are available to serve the proposed annexation territory without affecting the quality or quantity of those services.

**“(e) A city may not annex territory that lies outside the UGB, except it may annex a lot or parcel that lies partially within and outside the UGB. Neither a city nor a district may extend water or sewer services from inside a UGB to territory that lies outside the UGB.”**

The property to be annexed is not outside the UGB. This criterion is not applicable.

**“Metro 3.09.050 (b)**

**(b) Not later than 15 days prior to the date set for a change decision, the approving entity shall make available to the public a report that addresses the criteria in subsection (d) below, and that includes at a minimum the following:**

**(1) The extent to which urban services presently are available to serve the affected territory including any extra territorial extensions of service;”**

As addressed previously in this report, urban services can be made available to the affected property. This standard is met.

**“(2) Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and”**

The proposed territory will be withdrawn from the Washington County Enhanced Sheriff's Patrol District & Urban Road Maintenance District. This standard is met.

**“(3) The proposed effective date of the boundary change.”**

The public hearing will take place April 9, 2013. If the Council adopts findings to approve ZCA2013-00001, the effective date of the annexation will be May 9, 2013.

**“(c) The person or entity proposing the boundary change has the burden to demonstrate that the proposed boundary change meets the applicable criteria.”**

The applicant has provided findings within a narrative that addresses the applicable criteria. This standard is met.

**“(d) To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in subsections (d) and (e) of Section 3.09.045.”**

The criteria and factors outlined in subsections (d) and (e) of Section 3.09.045 have been previously addressed in this report.

CONCLUSION: As shown in the above findings the proposed Lennar Annexation satisfies the Metro Code regulations related to Local Government Boundary Changes.

**“(Tigard CDC 18.390.060)**

**4. Any applicable comprehensive plan policies; and”**

FINDINGS: Findings addressing the applicable Comprehensive Plan policies were provided previously in this report.

CONCLUSION: As previously demonstrated, the proposed annexation is consistent with all applicable

comprehensive plan policies.

**“5. Any applicable provisions of the City’s implementing ordinances.”**

FINDINGS: Resolution 13-08 extended previously approved incentives for property owners that voluntarily annex into the city limits through February 2014. These incentives include waiver of the annexation application fee, assistance with paperwork and, phasing in of increased property taxes. These incentives have been extended to the applicant. To ensure property tax increases are properly phased, the phasing language is included in the proposed ordinance. As demonstrated in previous sections of this report, the proposed annexation is consistent with all other applicable provisions of the Tigard Development Code.

CONCLUSION: Based upon previous and above findings, all applicable provisions of the city’s implementing ordinances are satisfied.

**SECTION VII. OTHER STAFF COMMENTS**

**The City of Tigard Public Works Department,** Assistant Director Brian Rager, requested the annexation of half the adjoining right of way, consistent with city practice.

The **City of Tigard Police Department** reviewed the proposal and had no objections.

The **City of Tigard Building Division** reviewed the proposal and had no objections.

The city’s **Public Works Development Services Division, City Engineer,** and **Parks Manager** were sent a request for comments. No comments were received.

**SECTION VIII. AGENCY COMMENTS**

**Portland General Electric** reviewed the proposal and has no objections to it.

**Centurylink** reviewed the proposal and had no comment as the subject property is outside of their service area.

**Washington County** GIS Technician Ted Foster noted a typographic error on the notice, stating the assessor’s map number “2A109DB” should be “2S109DB”. The staff report and related documents reflect his change.

The following agencies and jurisdictions were sent a request for comments but provided no formal written comments: **Tualatin Valley Fire and Rescue, Clean Water Services, Metro – Land Use & Planning, Washington County – Department of Land Use & Transportation, Washington County Assessment & Taxation, Washington County Cartography, Tigard-Tualatin School District, Northwest Natural Gas, Metro Area Communications, Comcast Cable Corporation, and Verizon.**

\_\_\_\_\_  
PREPARED BY: John Floyd  
Associate Planner

\_\_\_\_\_  
March 25, 2013  
DATE

\_\_\_\_\_  
REVIEWED BY: Tom McGuire  
Assistant Community Development Director

\_\_\_\_\_  
March 25, 2013  
DATE

**Business Meeting**

**Meeting Date:** 04/09/2013  
**Length (in minutes):** 10 Minutes  
**Agenda Title:** Legislative Public Hearing: Consider an Ordinance to Amend the Tigard Municipal Code (TMC) 15.20 Street Maintenance Fee  
**Prepared For:** Toby LaFrance  
**Submitted By:** Carissa Collins, Financial and Information Services  
 Motion Requested  
 Ordinance  
**Item Type:** Public Hearing - Legislative **Meeting Type:** Special Meeting

**Public Hearing**

**Newspaper Legal Ad Required?:** Yes

**Public Hearing Publication**

**Date in Newspaper:** 04/01/2013

**Information**

**ISSUE**

Shall Council amend the ordinance to update TMC 15.20 section of the code concerning the indexes used to calculate the Street Maintenance Fee?

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve amending TMC 15.20 Street Maintenance Fee language to accept the use of the Engineering News Record (ENR) Construction Cost Index-Seattle along with the Oregon Monthly Asphalt Cement Material Price.

**KEY FACTS AND INFORMATION SUMMARY**

The Street Maintenance Fee code includes an inflation adjustment based on a composite index of 65% of the Oregon Composite Construction Cost Index and 35% of the US Bureau of Labor Statistics employment cost index for construction workers. The Oregon Composite Construction Cost Index is no longer calculated, requiring the need for a replacement index to be identified and designated in the city's code. As a result, staff has identified two indices that best meet the needs for a combined rolling index for determining the inflation rate of the Street Maintenance Fee.

They are as follows:

Engineering News Record (ENR) Construction Cost Index: This index has been calculated for over a hundred years to track the average cost of construction in the country. Region-specific indexes have been calculated for the past 35 years to account for the significant cost differences between various regions of the country. The Seattle ENR is the appropriate index for Tigard. This index is very well-known and is commonly used for inflation adjustments in the construction industry. It focuses primarily on building construction, and works well to track costs for labor and building materials such as steel, concrete, and rock. However, since it does not focus on paving, it does not track the significant price fluctuations for asphalt and fuel.

Oregon Monthly Asphalt Cement Material Price: This index has been used for the past decade to track asphalt cement material costs, and is used by ODOT to adjust prices for paving work on longer projects when inflation causes significant changes in asphalt prices. This focuses primarily on asphalt materials costs, and is also a reasonable proxy for fuel costs, as asphalt prices tend to parallel prices for diesel fuel, gasoline, and other oil products. This index does not include costs for labor, equipment, and materials that are not oil products.

The ENR index tracks the cost of the labor, equipment, and non-oil materials that comprise about 85% of the cost of a

paving project, and the asphalt price index tracks the asphalt, fuel, other oil products and related costs that comprise approximately 15% of the cost of a paving project. Staff recommends a combination of both in determining the appropriate inflation adjustments for the street maintenance fee on an annual basis. The code also specifies using a 2-year rolling average of the current index to dampen the effects of short price spikes. In addition, the code requires that a 2% floor and 7% ceiling is observed when calculating any adjustments to the fee. The years for which we have a 2-year rolling average of data for both indexes is 2005 through 2010. Using the current index (with the code-specified 2% floor and 7% ceiling) for these six years would have resulted in a 29% cumulative increase in the street maintenance fee. Using the proposed index (85% ENR Seattle and 15% asphalt price) would have resulted in a 28% cumulative increase in the street maintenance fee. Because there is little difference in the cumulative increase, the proposed index is the most comparable to the current.

## **OTHER ALTERNATIVES**

None

## **COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

2. Financial Stability

## **DATES OF PREVIOUS CONSIDERATION**

N/A

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### **Fiscal Impact**

**Cost:** 0.00

**Budgeted (yes or no):** No

**Where Budgeted (department/program):** Pavement Management Program

#### **Additional Fiscal Notes:**

There is no fiscal impact to the program.

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### **Attachments**

[SMF Ordinance](#)

[TMC15.20\\_Redline](#)

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
ORDINANCE NO. 13-**

AN ORDINANCE TO AMEND TIGARD MUNICIPAL CODE CHAPTER 15.20.050 STREET MAINTENANCE FEE.

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WHEREAS, the City of Tigard Municipal Code Chapter 15.20, Street Maintenance Fee was last updated July 2010; and

WHEREAS, the Street Maintenance Fee rate of inflation is currently adjusted using a combination of two indexes, the Oregon Composite Construction Cost Index and the US Bureau of Labor Statistics employment cost index for construction workers ; and

WHEREAS, the Oregon Composite Construction Cost Index is no longer calculated requiring a comparable replacement index; and

WHEREAS, two comparable indices that best meet the city's needs for labor, construction materials, and asphalt costs are the Engineering News Record (ENR)-Seattle, and the Oregon Monthly Asphalt Cement Material Price Index; and

WHEREAS, the combined indexes of Engineering News Record (ENR)-Seattle at 85%, and the Oregon Monthly Asphalt Cement Material Price Index at 15% will yield the appropriate rate of inflation.

WHEREAS, subsequent changes in the Street Maintenance Fee including methodology will be included in the City of Tigard's Master Fees & Charges Schedule and reviewed annually.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The specific Tigard Municipal Code 15.20 Street Maintenance Fee attached as Exhibit A to this ordinance is hereby adopted and approved by the City Council.

SECTION 2: This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED: By \_\_\_\_\_ vote of all council members present after being read by number and title only, this \_\_\_\_ day of \_\_\_\_\_, 2013.

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Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this \_\_\_\_ day of \_\_\_\_\_, 2013.

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John L. Cook, Mayor

Approved as to form:

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City Attorney

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Date

# TIGARD MUNICIPAL CODE

## **Chapter 15.20 STREET MAINTENANCE FEE.**

### **Sections:**

- 15.20.010 Creation and Purpose.**
  - 15.20.020 Definitions.**
  - 15.20.030 Administrative Officers Designated.**
  - 15.20.040 Street Maintenance Fees Allocated to the Street Maintenance Fee Fund.**
  - 15.20.050 Determination of Street Maintenance Fee.**
  - 15.20.060 Determination of Amount, Billing and Collection of Fee.**
  - 15.20.070 Waiver of Fees in Case of Vacancy.**
  - 15.20.080 Administrative Provisions and Appeals.**
  - 15.20.090 Administrative Policies.**
  - 15.20.100 Penalty.**
  - 15.20.110 Severability.**
- 15.20.010 Creation and Purpose.**

A street maintenance fee is created and imposed for the purpose of maintenance of City streets. The street maintenance fee shall be paid by the responsible party for each occupied unit of real property. The purposes of the street maintenance fee are to charge for the service the City provides in maintaining public streets and to ensure that maintenance occurs in a timely fashion, thereby reducing increased costs that result when maintenance is deferred.

### **15.20.020 Definitions.**

As used in this chapter, the following shall mean:

(1) Public Works Director. The Public Works Director or the Public Works Director's designee.

(2) Developed property or developed use. A parcel or legal portion of real property, on which an improvement exists or has been constructed. Improvement on developed property includes, but is not limited to buildings, parking lots, landscaping and outside storage.

(3) Finance Director. The Finance & Information Services Director or designee.

(4) Residential Property. Property that is used primarily for personal domestic accommodation, including single family, multi-family residential property and group homes, but not including hotels and motels.

(5) Nonresidential Property. Property that is not primarily used for personal domestic accommodation. Nonresidential property includes industrial, commercial, institutional, hotel and motel, and other nonresidential uses.

(6) Street Functional Classification. Street classifications as described in the Tigard Transportation System Plan.

a. Arterials are defined as streets having regional level connectivity. These streets link major commercial, residential, industrial and institutional areas.

b. Collectors are defined by citywide or district wide connectivity. These streets provide both access and circulation within and between residential and commercial/industrial areas.

c. Neighborhood routes are defined as streets that provide connections within the neighborhood and between neighborhoods. These streets provide connectivity to collectors or arterials.

d. Local commercial/industrial streets are those streets within the City that are not designated as arterials or collectors and whose

# TIGARD MUNICIPAL CODE

primary function is serving traffic to and from commercial and/or industrial (i.e., nonresidential) uses.

e. Local streets are any streets within the City that are not designated as arterials, collectors, neighborhood routes or identified as commercial/industrial streets. These streets have the sole function of providing access to immediately adjacent land.

(7) Parking Space Requirement. The minimum off-street vehicle parking requirement as stated in the Minimum and Maximum Off-Street Vehicle and Bicycle Parking Requirements in the Tigard Community Development Code.

(8) Pavement Management Program (PMP). An annual program of corrective and preventative maintenance on City of Tigard streets funded by the street maintenance fee (SMF). The program helps to extend the life of the pavement structure by various means such as, pavement overlaying, slurry sealing, or complete removal and replacement of asphalt.

(9) Occupied Unit. Any structure or any portion of any structure occupied for residential, commercial, industrial, or other purposes. For example, in a multifamily residential development, each dwelling unit shall be considered a separate occupied unit when occupied, and each retail outlet in a shopping mall shall be considered a separate occupied unit. An occupied unit may include more than one structure if all structures are part of the same dwelling unit or commercial or industrial operation. For example an industrial site with several structures that form an integrated manufacturing process operated by a single manufacturer constitutes one occupied unit. Property that is undeveloped or, if developed, is not in current use is not considered an occupied unit.

(10) Responsible Party. The person or persons who by occupancy or contractual arrangement are responsible to pay for utility and other services provided to an occupied unit. Unless another party has agreed in writing to pay and a copy of the writing is filed with the City, the person(s) paying the City's water and/or sewer bill for an occupied unit shall be deemed the responsible party as to that occupied unit. For any occupied unit not otherwise required to pay a City utility bill, "responsible party" shall mean the person or persons legally entitled to occupancy of the occupied unit, unless another responsible party has agreed in writing to pay and a copy of the writing is filed with the City. Any person who has agreed in writing to pay is considered the responsible person if a copy of the writing is filed with the City.

(11) Street Maintenance. Any action to maintain City streets, including repair, renewal, resurfacing, replacement and reconstruction. Street maintenance does not include the construction of new streets or street lighting. Street maintenance shall include resurfacing of existing streets, repair or replacement of curb and gutter where they exist, repair or replacement of the entire existing street structural section, repair or replacement of existing street shoulders, pavement markers, striping and other street markings, repair or replacement of existing channelization devices, adjustment of existing utilities to match finish grades, and any other related work within the existing streets. It includes repair or restoration of existing storm drainage systems within existing streets, but does not include installation of new drainage systems. It includes right-of-way maintenance on the City's arterial and collector streets, which covers maintenance and enhancement of planting strips, medians and areas between sidewalks and property lines on these street to prevent the uncontrolled growth of weeds and other undesirable vegetation in these areas. It does not include repair or replacement of existing

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sidewalks. (Ord. 10-01 § 2).

## **15.20.030 Administrative Officers Designated.**

(1) Except as provided in subsections (2) and (3) of this section, the Public Works Director shall be responsible for the administration of this chapter. The Public Works Director shall be responsible for developing administrative procedures for the chapter, administration of fees, and for the purposes of establishing the fee for a specific occupied unit, the consideration and assignment of categories of use, and parking space requirements subject to appeal in accordance with this chapter.

(2) The Public Works Director shall be responsible for developing and maintaining street maintenance programs for the maintenance of City streets and, subject to City Budget Committee review and City Council approval, allocation and expenditure of budget resources for street system maintenance in accordance with this chapter.

(3) The Finance Director shall be responsible for the collection and calculation of fees and the appeals process under this chapter. (Ord. 10-01 § 2).

## **15.20.040 Street Maintenance Fees Allocated to the Street Maintenance Fee Fund.**

(1) All street maintenance fees received shall be deposited to the street maintenance fee fund or other fund dedicated to the operation and maintenance of the City street system. The street maintenance fee fund shall be used for street maintenance. Other revenue sources may also be used for street maintenance. Amounts in the street maintenance fee fund may be invested by the Finance Director in accordance with State law. Earnings from such investments shall be dedicated

to the street maintenance fee fund.

(2) The street maintenance fee fund shall not be used for other governmental or proprietary purposes of the City, except to pay for an equitable share of the City's overhead costs including accounting, management and other costs related to management and operation of the street maintenance program. Engineering design, pavement evaluation, construction management, and other related costs, including project advertisements for bid, in the implementation of the street maintenance projects shall also be considered as being used for street maintenance. (Ord. 10-01 § 2).

## **15.20.050 Determination of Street Maintenance Fee.**

(1) The street maintenance fee shall be established based on the following:

(a) The City's five-year maintenance and reconstruction plan for corrective and preventative maintenance of the City's street infrastructure.

(b) The average annual cost based on the five-year maintenance and reconstruction plan with costs allocated as follows:

(i) Arterial maintenance costs allocated 62% to nonresidential uses and 38% to residential uses.

(ii) Local commercial/industrial street maintenance costs allocated 100% to nonresidential uses.

(iii) Collector maintenance costs allocated 50% to residential uses and 50% to nonresidential uses.

(iv) Neighborhood routes and local street maintenance costs allocated 100% to

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residential uses.

(c) For residential property, the fee shall be charged on a per unit basis.

(d) For nonresidential property other than gasoline stations, the fee shall be based on the minimum number of vehicle parking spaces as stated in the Minimum and Maximum Off-Street Vehicle and Bicycle Parking Requirements in the Tigard Community Development Code for each occupied unit, provided, however, that the maximum number of parking spaces for purposes of calculating the street maintenance fee shall be 250.

i. In that nonresidential property with fewer than six required spaces shall constitute a tier with a 50% reduction of the total fee amount.

ii. In recognition that religious institutions have minimum parking space requirements that are relatively large in comparison to the actual use of those spaces, the total fee for each religious institution shall be reduced by 50%.

(e) The street maintenance fee for gasoline stations shall be based on the number of fueling positions.

(2) The street maintenance fee rates shall be established by Council resolution.

(3) Beginning July 1, 2010, the fee for the Pavement Management Program will be implemented in three phases. The second phase will be effective on April 1, 2011 and the third will be effective on January 1, 2012. The street surface portion of the PMP will be phased in evenly over all three phases. The right-of-way portion of the PMP will be phased in evenly to residential customers over the last two phases.

(4) The street maintenance fee will be adjusted according to an annual index. ~~that is calculated based on a two-year rolling average of the combination of the following indices:~~

(a) ~~The index is defined in the city's Master Fees and Charges Schedule, Oregon Composite Construction Cost index reflecting the cost of materials (weighted 65%).~~

(b) ~~The U.S. Bureau of Labor Statistics Employment cost Index for Private Industry Workers, by Occupational Group and Industry, Construction Group reflecting the cost of Labor (weighted 35%).~~

(c) ~~A floor of two percent and a ceiling of seven percent has been established, based on a composite of both indices listed above.~~

(5) ~~The indices will be applied in the second and third period of the three-part phasing and every year thereafter.~~

(6) The program shall be reviewed annually as part of the City's budget process.

(7) Following each review of the program, the Finance Director shall review the revenue received from the new rates after a full year of collection to determine if the annual revenues meet the annual funding level set from the updated five-year street maintenance plan. The Finance Director shall report the findings of that review to City Council and may make recommendations on any potential fee increases or decreases based on that review. Any unspent funds will be placed in a reserve fund. (Ord. 10-01 § 2).

## **15.20.060 Determination of Amount, Billing and Collection of Fee.**

(1) For the purpose of establishing the fee, the minimum required number of parking spaces

# TIGARD MUNICIPAL CODE

or the number of fueling positions for each occupied unit of nonresidential property shall be determined by the Public Works Director. For uses not explicitly listed in the Tigard Development Code as to required parking, the Public Works Director shall assign the use to the similar category with the most similar impact on the transportation system, considering relevant information such as:

- (a) The size of the site and the building;
- (b) The number of employees;
- (c) Other developed sites with similar use.

(2) The Public Works Director shall establish the amount of street maintenance fee payable for each unit of nonresidential property and shall inform the Finance Director of the amount. The amount payable shall be re-determined if there is a change in use or development. All redeterminations based on a change in use or development shall be prospective only. The Finance Director shall charge the per-unit street maintenance fee to the responsible party for each occupied unit of residential property.

(3) The street maintenance fee shall be billed to and collected from the responsible party for each occupied unit. Billings shall be included as part of the water and sewer bill for occupied units utilizing City water and/or sewer, and billed and collected separately for those occupied units not utilizing City water and/or sewer. All such bills shall be rendered regularly by the Finance Director and shall become due and payable upon receipt.

(4) Collections from utility customers will be applied first to interest and penalties, then proportionately among the various charges for

utility services and street maintenance.

(5) An account is delinquent if the street maintenance fee is not paid by the due date shown on the utility bill. The City may follow the procedures for collection of delinquent accounts set forth in Sections 12.03.030 and/or 12.03.040, including termination of water and/or sanitary sewer service. (Ord. 10-01 § 2).

## **15.20.070 Waiver of Fees in Case of Vacancy.**

(1) When any developed property within the City becomes vacant as described in subsection (6) of this section, upon written application and approval by the Finance Director, the street maintenance fee shall thereafter not be billed and shall not be a charge against the property until such time as the property is no longer vacant.

(2) The Finance Director is authorized to cause an investigation of any property for which an application for determination of vacancy is submitted to verify any of the information contained in the application. The Finance Director is further authorized to develop and use a standard form of application, provided it shall contain a space for verification of the information and the person signing such form affirms under penalty for false swearing the accuracy of the information provided therein.

(3) When any developed property within the City has the utilities shut-off due to vacancy, the street maintenance fee shall be waived for the duration of the vacancy as described in subsection (6) of this section.

(4) When any multi-occupied developed property within the City has one or more vacancies as described in subsection (6) of this section, the responsible party may request, in writing, a waiver of a portion of the street maintenance fee applicable to the vacant units.

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(5) When a change of use occurs, a vacancy has been filled, or a property is developed, it is the responsible party's responsibility to inform the City of any change so the proper street maintenance fees may be assessed. If the responsible party does not inform the City of any change, the City shall cancel the vacancy waiver and charge the responsible party as per subsection (6) of this section.

(6) For purposes of this section, a unit of property is vacant when it has been continuously unoccupied and unused for at least 30 days. Fees shall be waived in accordance with this section only while the property remains vacant. The waiver duration is for six months. After six months, the responsible party must re-apply for the waiver if the property continues to be unoccupied and unused. The responsible party has 30 days to re-apply for the vacancy waiver after the expiration of the six month waiver. Any occupancy or use of the property terminates the waiver. As a penalty for not reporting a change in property vacancy, the City may charge any property two times the appropriate street maintenance fee, that would have been due without the vacancy waiver for prior billing periods, upon determining by whatever means that the property did not qualify for waiver of charges during the relevant time. The decision of the Finance Director under subsections (1), (2) and (6) of this section shall be final. (Ord. 10-08 § 1, 2010; Ord. 10-01 § 2).

## **15.20.080 Administrative Provisions and Appeals.**

(1) The Public Works Director shall have the initial authority and responsibility to interpret all terms, provisions and requirements of this chapter and to determine the appropriate charges thereunder. The responsible party for an occupied unit may request reconsideration of the Public Works Director's determination of the amount of the fee by submission of a written application to

the Public Works Director. The application shall be submitted in sufficient detail to enable the Public Works Director to render a decision.

(2) Within 30 days of the submission of a complete application requesting reconsideration of the amount of the street maintenance fee to be charged to an occupied unit, the Public Works Director shall render a decision on the application. The decision shall be written and shall include findings of fact and conclusions for the particular aspects of the decision, based upon applicable criteria, which may include a land use decision that modifies the minimum required vehicle parking for an occupied unit. A copy of the decision shall be mailed to the person submitting the request. The Public Works Director shall maintain a collection of such decisions. Decisions of the Public Works Director, which affect the amount of fee to be charged to a property, shall be forwarded to the Finance Director. Except as provided under subsection (4) of this section, the decision of the Public Works Director is final.

(3) For the purpose of reviewing the fee, the Public Works Director may determine that the land use category is proper and that the fee charged is appropriate. However, if the decision of the Public Works Director results in a change in the category of land use, the Public Works Director shall, for the purpose of establishing the fee, assign a new use category, determine the appropriate fee for the category, and notify the Finance Director so that the appropriate change may be made in the applicable fee to be charged in the future. No back charges or refunds are required. The decision of the Public Works Director, under this subsection (3) only, may be appealed.

(4) Council may form a subcommittee consisting of two Council members, or appoint a committee of disinterested citizens, hereinafter known as the Appeal Committee, to address any appeals to the Public Works Director's decisions.

# TIGARD MUNICIPAL CODE

A responsible party who disputes the determination of the Public Works Director as to use category or number of required parking spaces may file a written appeal with the Appeal Committee. All appeals must be submitted within 10 days from the date of the Public Works Director's decision, together with a filing fee in an amount set by Council by resolution. The application for appeal shall specify the reasons for the appeal and shall provide sufficient information for the Appeal Committee to render a decision. No other appeals shall be permitted.

(5) The Appeal Committee shall schedule a review of each appeal and shall notify the appellant not less than 10 days prior thereto of the date of such review. The Appeal Committee shall conduct a hearing to determine whether there is substantial evidence in the record to support the interpretation given by the Public Works Director and may continue the hearing for purposes of gathering additional information bearing on the issue. The Appeal Committee shall render an initial oral decision and shall adopt a final written decision together with appropriate findings in support thereof. The decision of the Appeal Committee shall be for the purpose of establishing the fee and limited to whether the appellant has been assigned to the appropriate use category, or whether the appropriate minimum vehicle parking space requirement or number of fueling positions has been correctly identified. If the Appeal Committee should determine that for the purpose of establishing the fee, a different use category should be assigned, or that the minimum parking space requirement should be revised, it shall so order, provided no refund of prior street maintenance fees shall be given. Only where the Committee decision results in a change in use category and/or change in the minimum parking space requirement will the filing fee on the appeal be refunded. The Appeal Committee decision shall be final. (Ord. 10-01 § 2).

## **15.20.090 Administrative Policies.**

(1) The following policies shall apply to the operation and scope of this chapter:

(a) Street maintenance fees imposed under this chapter shall apply to all occupied units, occupied units owned and/or occupied by local, state and federal governments, as well as property which may be entitled to exemption from or deferral of ad valorem property taxation.

(b) Publicly owned park land, open spaces and greenways shall not be subject to the street maintenance fee unless public off-street parking designed to accommodate the use of such areas is provided.

(c) Areas used for commercial farming or forestry operations shall be billed according to the use of any structures on the site. Where a site is used exclusively for farming or forestry and not for residential or commercial uses, the site shall not be subject to the street maintenance fee. Where there are different seasonal uses of structures on farm or forest land, the use category shall be determined by examining the use for the longest portion of the year. Where more than one use is made of a farming or forestry site, then each use shall be examined separately and combination of use categories shall be used to determine the street maintenance fee.

(d) Areas encompassing railroad and public right-of-way shall not be subject to the street maintenance fee.

(e) Railroad property containing structures, such as maintenance areas, non-rolling storage areas and areas used for the transfer of rail transported goods to non-rail transport shall be subject to street maintenance fees.

(f) For newly developed properties, the fees imposed under this chapter shall become

# TIGARD MUNICIPAL CODE

due and payable from and after the date when the developed property is occupied and connected to the public water or sanitary sewer system.

(2) The Public Works Director is authorized and directed to review the operation of this chapter and, where appropriate, recommend changes thereto in the form of administrative policies for adoption of the City Council by resolution. Administrative policies are intended to provide guidance to property owners, subject to this chapter, as to its meaning or operation, consistent with policies expressed herein. Policies adopted by the Council shall be given full force and effect, and unless clearly inconsistent with this chapter shall apply uniformly throughout the City.

(3) If an occupied unit of nonresidential property is used for more than one use with different minimum parking requirements, the street maintenance fee shall be based on the required parking for the total of the various uses.

(4) The determination or assignment of a use category and minimum number of parking spaces under the provisions of this chapter are strictly for the purpose of establishing a fee and are not statutory land use decisions. (Ord. 10-01 § 2).

## **15.20.100 Penalty.**

In addition to any other remedy, violation of any provision of this chapter shall be a Class A Civil Infraction. Each day of delinquency in paying the street maintenance fee constitutes a separate violation.

## **15.20.110 Severability.**

(1) In the event any section, subsection, paragraph, sentence or phrase of this chapter or any administrative policy adopted herein is determined by a court of competent jurisdiction to

be invalid or unenforceable, the validity of the remainder of the chapter shall continue to be effective. If a court of competent jurisdiction determines that this chapter imposes a tax or charge, which is therefore unlawful as to certain but not all affected properties, then as to those certain properties, an exception or exceptions from the imposition of the street maintenance fee shall thereby be created and the remainder of the chapter and the fees imposed thereunder shall continue to apply to the remaining properties without interruption.

(2) Nothing contained herein shall be construed as limiting the City's authority to levy special assessments in connection with public improvements pursuant to applicable law. (Ord. 03-10). ■

**Business Meeting**

**Meeting Date:** 04/09/2013  
**Length (in minutes):** 15 Minutes  
**Agenda Title:** Legislative Public Hearing - Consider Fiscal Year Third Quarter Supplemental Budget Amendment  
**Prepared For:** Toby LaFrance  
**Submitted By:** Carissa Collins, Financial and Information Services  
 Motion Requested  
 Resolution  
**Item Type:** Public Hearing - Legislative **Meeting Type:** Special Meeting

**Public Hearing**

**Newspaper Legal Ad Required?:** Yes

**Public Hearing Publication**

**Date in Newspaper:** 03/28/2013

**Information****ISSUE**

A third quarter supplemental amendment to the FY 2013 Adopted Budget is requested. The purpose of the supplemental is to account for revenues and expenses that were unknown at the time of budget adoption.

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve the FY 2013 Third Quarter Supplemental Budget Amendment.

**KEY FACTS AND INFORMATION SUMMARY**

The following items require council action for city operations:

- Community Development-Building: The adopted budget was developed with Building staff at 1.0 FTE. However, the dollars for the Building Division were budgeted at .80 FTE with the goal of requesting a budget amendment to obtain enough appropriations to cover any increased staff hours if the level of construction activity increased. An increase in appropriations of \$50,000 is being requested due to the substantial increase in building activity. In turn, revenues have increased along with the increased level of construction ahead of what was projected allowing the fund to accommodate for the adjustment in budget.
- Finance & Information Services-Financial Operations: After the current fiscal year's budget was adopted, the city was notified that its unemployment costs will increase by \$8,100 per quarter. A budget adjustment of \$32,400 is being requested in order to cover the increased cost. This action will be funded by use of contingency within the Central Services Fund.
- Public Works-Fleet Maintenance: The city has received a total of \$8,100 from the sale of two of its vehicles in Fleet that were scheduled for replacement. An electric vehicle will replace the two vehicles. An appropriation of budget is being requested to finalize the purchase of the vehicle in the amount of \$7,395.
- Grants-Community Development: The city has received a grant in the amount of \$134,000 for the River Terrace Community Plan. This grant will be used by Community Planning to provide consultant services for land use, natural resources, parks/trails, hydrology, natural hazards, transportation, market analysis, and infrastructure components of the River Terrace Community Plan. An action by council is required to recognize the grant revenues and program expenses associated with it.

**OTHER ALTERNATIVES**

Do not approve the third quarter supplemental budget amendment.

**COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS**

Financial Stability

**DATES OF PREVIOUS CONSIDERATION**

The FY 2013 Budget was adopted on June 12, 2012. There have been two supplemental amendments this fiscal year; September 25, 2012 and January 22, 2013.

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**Fiscal Impact**

**Cost:** 198,790  
**Budgeted (yes or no):** Yes  
**Where Budgeted (department/program):** Multiple

**Additional Fiscal Notes:**

The total impact of this action will increase the Fiscal Year 2013 Budget by \$198,790. Although the supplemental consists of increased requirements, they are offset by additional resources including a grant in the amount of \$134,000. The remaining \$64,790 will be funded by additional revenues or from contingency within the affected funds.

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**Attachments**

- Resolution
  - Exhibit A
  - Fund Summary
- 
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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 13-**

A RESOLUTION TO ADOPT A THIRD QUARTER SUPPLEMENTAL BUDGET AMENDMENT TO FY 2013 TO ACHIEVE THE FOLLOWING: ADJUSTMENTS TO CITY OPERATIONS IN COMMUNITY DEVELOPMENT, FINANCE & INFORMATION SERVICES, AND PUBLIC WORKS.

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WHEREAS, the city is acknowledging those items that were unknown at the time the FY 2013 Budget was adopted; and

WHEREAS, the city recognizes a total of \$198,790 of unanticipated budget in Finance, Public Works, and Community Development; and

WHEREAS, the city recognizes a total of \$134,000 in additional budgeted resources of grant revenues and \$50,000 in building fee revenue to pay for a portion of the budget increase; and

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

SECTION 1: The FY 2012-13 Budget is hereby amended as detailed in Exhibit-A.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**City of Tigard**  
**FY 2013 Third Qtr Supplemental Budget Amendment**

**1. Community Development - Building**

The FY 2013 adopted budget was developed with Building staff at 1.0 FTE. However, the dollars for the Building Division were budgeted at .80 FTE with the goal of requesting a budget amendment to obtain enough appropriations to cover any increased staff hours if the level of construction activity increased. An increase in appropriations of \$50,000 is being requested due to a substantial increase in building activity. As a result, Building Fund revenues have increased ahead of what was projected allowing the fund to accommodate for the adjustment in budget.

Building Fund Resources	Adopted Budget	Amendment	Revised Budget
<b>Beginning Fund Balance</b>	<b>\$ 602,913</b>		<b>\$ 602,913</b>
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ 988,977	\$ 50,000	\$ 1,038,977
Intergovernmental	\$ 8,281		\$ 8,281
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 19,782		\$ 19,782
Miscellaneous	\$ 9,990		\$ 9,990
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 200,000		\$ 200,000
<b>Total Resources</b>	<b>\$ 1,829,943</b>	<b>\$ 50,000</b>	<b>\$ 1,879,943</b>
<b>Requirements</b>			
Policy and Administration	\$ -		\$ -
Community Development	\$ 1,266,424	\$ 50,000	\$ 1,316,424
Community Services	\$ -		\$ -
Public Works	\$ -		\$ -
<b>Program Expenditures Total</b>	<b>\$ 1,266,424</b>	<b>\$ 50,000</b>	<b>\$ 1,316,424</b>
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ -		\$ -
Contingency	\$ 200,000		\$ 200,000
<b>Total Budget</b>	<b>\$ 1,466,424</b>	<b>\$ 50,000</b>	<b>\$ 1,516,424</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 363,519</b>	<b>\$ -</b>	<b>\$ 363,519</b>
<b>Total Requirements</b>	<b>\$ 1,829,943</b>	<b>\$ 50,000</b>	<b>\$ 1,879,943</b>

**City of Tigard  
FY 2013 Third Qtr Supplemental Budget Amendment**

**2. Finance & Information Services - Financial Operations**

The city was notified that its contribution to unemployment has increased to \$8,100 per quarter, totalling \$32,400 for the year.

The change in unemployment was not known at the time that the FY 2013 budget was adopted.

This action will increase program expenditures in Policy and Administration by \$32,400.

In addition, there will be a decrease in contingency by this same amount.

Central Services Resources	Q2 Revised Budget	Amendment	Q3 Revised Budget
<b>Beginning Fund Balance</b>	<b>\$ 518,468</b>		<b>\$ 518,468</b>
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ 31,000		\$ 31,000
Intergovernmental	\$ -		\$ -
Charges for Services	\$ 5,948,588		\$ 5,948,588
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 593		\$ 593
Miscellaneous	\$ -		\$ -
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 282,477		\$ 282,477
<b>Total Resources</b>	<b>\$ 6,781,126</b>	<b>\$ -</b>	<b>\$ 6,781,126</b>
<b>Requirements</b>			
Policy and Administration	\$ 6,298,137	\$ 32,400	\$ 6,330,537
Community Development	\$ -		\$ -
Community Services	\$ -		\$ -
Public Works	\$ -		\$ -
<b>Program Expenditures Total</b>	<b>\$ 6,298,137</b>	<b>\$ 32,400</b>	<b>\$ 6,330,537</b>
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ -		\$ -
Contingency	\$ 294,000	\$ (32,400)	\$ 261,600
<b>Total Budget</b>	<b>\$ 6,592,137</b>	<b>\$ -</b>	<b>\$ 6,592,137</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 188,989</b>	<b>\$ -</b>	<b>\$ 188,989</b>
<b>Total Requirements</b>	<b>\$ 6,781,126</b>	<b>\$ -</b>	<b>\$ 6,781,126</b>

**City of Tigard  
FY 2013 Third Qtr Supplemental Budget Amendment**

**3. Fleet/Property Management - Fleet Maintenance**

The city has received a total of \$8,100 from the sale of two of its vehicles in Fleet that were scheduled for replacement. Those vehicles were in Public Works' Engineering and Fleet Maintenance divisions. An electric vehicle will replace these two vehicles. An appropriation of budget is being requested to finalize the purchase of the vehicle in the amount of \$7,395. This action will result in an increase in revenues of \$8,100 within the General Fund. In addition, transfers will increase by \$7,395 with an equal increase in program expenditures in Fleet/Property Management.

General Fund Resources	Q2 Revised Budget	Amendment	Q3 Revised Budget
<b>Beginning Fund Balance</b>	<b>\$ 6,341,359</b>		<b>\$ 6,341,359</b>
Property Taxes	\$ 12,726,427		\$ 12,726,427
Franchise Fees	\$ 4,966,611		\$ 4,966,611
Licenses & Permits	\$ 882,300		\$ 882,300
Intergovernmental	\$ 5,671,652		\$ 5,671,652
Charges for Services	\$ 3,142,995		\$ 3,142,995
Fines & Forfeitures	\$ 1,069,126		\$ 1,069,126
Interest Earnings	\$ 103,722		\$ 103,722
Miscellaneous	\$ 56,303	\$ 8,100	\$ 64,403
Other Financing Sources	\$ 280,000		\$ 280,000
Transfers In from Other Funds	\$ 70,000		\$ 70,000
<b>Total Resources</b>	<b>\$ 35,310,495</b>	<b>\$ 8,100</b>	<b>\$ 35,318,595</b>
<b>Requirements</b>			
Policy and Administration	\$ 757,357		\$ 757,357
Community Development	\$ 2,928,615		\$ 2,928,615
Community Services	\$ 19,671,710		\$ 19,671,710
Public Works	\$ 5,084,601		\$ 5,084,601
<b>Program Expenditures Total</b>	<b>\$ 28,442,283</b>	<b>\$ -</b>	<b>\$ 28,442,283</b>
Debt Service	\$ -		\$ -
Loans	\$ 280,000		\$ 280,000
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ 623,264	\$ 7,395	\$ 630,659
Contingency	\$ 963,575		\$ 963,575
<b>Total Budget</b>	<b>\$ 30,309,122</b>	<b>\$ 7,395</b>	<b>\$ 30,316,517</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 5,001,373</b>	<b>\$ 705</b>	<b>\$ 5,002,078</b>
<b>Total Requirements</b>	<b>\$ 35,310,495</b>	<b>\$ 8,100</b>	<b>\$ 35,318,595</b>

City of Tigard  
 FY 2013 Third Qtr Supplemental Budget Amendment

Exhibit A

	Q2 Revised Budget	Amendment	Q3 Revised Budget
<b>Fleet/Property Management</b>			
<b>Resources</b>			
<b>Beginning Fund Balance</b>	\$ 115,817		\$ 115,817
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ -		\$ -
Intergovernmental	\$ -		\$ -
Charges for Services	\$ 1,506,121		\$ 1,506,121
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ -		\$ -
Miscellaneous	\$ -		\$ -
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 15,200	\$ 7,395	\$ 22,595
<b>Total Resources</b>	<b>\$ 1,637,138</b>	<b>\$ 7,395</b>	<b>\$ 1,644,533</b>
<b>Requirements</b>			
Policy and Administration	\$ -		\$ -
Community Development	\$ -		\$ -
Community Services	\$ -		\$ -
Public Works	\$ 1,589,871	\$ 7,395	\$ 1,597,266
<b>Program Expenditures Total</b>	<b>\$ 1,589,871</b>	<b>\$ 7,395</b>	<b>\$ 1,597,266</b>
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ -		\$ -
Contingency	\$ 25,300		\$ 25,300
<b>Total Budget</b>	<b>\$ 1,615,171</b>	<b>\$ 7,395</b>	<b>\$ 1,622,566</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 21,967</b>	<b>\$ -</b>	<b>\$ 21,967</b>
<b>Total Requirements</b>	<b>\$ 1,637,138</b>	<b>\$ 7,395</b>	<b>\$ 1,644,533</b>

**City of Tigard  
FY 2013 Third Qtr Supplemental Budget Amendment**

**4. Grant Recognition - Community Development**

The city received a grant in the amount of \$134,000 for consultant services for land use, natural resources, park/trail, hydrology natural hazards, transportation, market analysis, and infrastructure components for the community plan for River Terrace. This request will increase Intergovernmental Revenues by \$134,000 along with an increase in Community Development program expenditures by the same amount.

General Fund Resources	Q2 Revised Budget	Amendment	Q3 Revised Budget
<b>Beginning Fund Balance</b>	<b>\$ 6,341,359</b>		<b>\$ 6,341,359</b>
Property Taxes	\$ 12,726,427		\$ 12,726,427
Franchise Fees	\$ 4,966,611		\$ 4,966,611
Licenses & Permits	\$ 882,300		\$ 882,300
Intergovernmental	\$ 5,671,652	\$ 134,000	\$ 5,805,652
Charges for Services	\$ 3,142,995		\$ 3,142,995
Fines & Forfeitures	\$ 1,069,126		\$ 1,069,126
Interest Earnings	\$ 103,722		\$ 103,722
Miscellaneous	\$ 56,303		\$ 56,303
Other Financing Sources	\$ 280,000		\$ 280,000
Transfers In from Other Funds	\$ 70,000		\$ 70,000
<b>Total Resources</b>	<b>\$ 35,310,495</b>	<b>\$ 134,000</b>	<b>\$ 35,444,495</b>
<b>Requirements</b>			
Policy and Administration	\$ 757,357		\$ 757,357
Community Development	\$ 2,928,615	\$ 134,000	\$ 3,062,615
Community Services	\$ 19,671,710		\$ 19,671,710
Public Works	\$ 5,084,601		\$ 5,084,601
<b>Program Expenditures Total</b>	<b>\$ 28,442,283</b>	<b>\$ 134,000</b>	<b>\$ 28,576,283</b>
Debt Service	\$ -		\$ -
Loans	\$ 280,000		\$ 280,000
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ 623,264		\$ 623,264
Contingency	\$ 963,575		\$ 963,575
<b>Total Budget</b>	<b>\$ 30,309,122</b>	<b>\$ 134,000</b>	<b>\$ 30,443,122</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 5,001,373</b>	<b>\$ -</b>	<b>\$ 5,001,373</b>
<b>Total Requirements</b>	<b>\$ 35,310,495</b>	<b>\$ 134,000</b>	<b>\$ 35,444,495</b>

All City Funds	Q2 Revised		Q3 Revised
	Budget	Amendment	Budget
<b>Resources</b>			
<b>Beginning Fund Balance</b>	<b>\$ 139,550,918</b>	<b>\$ -</b>	<b>\$ 139,550,918</b>
Property Taxes	\$ 14,990,988	\$ -	\$ 14,990,988
Franchise Fees	\$ 4,966,611	\$ -	\$ 4,966,611
Special Assessments	\$ 120,000	\$ -	\$ 120,000
Licenses & Permits	\$ 4,987,385	\$ 50,000	\$ 5,037,385
Intergovernmental	\$ 9,984,804	\$ 134,000	\$ 10,118,804
Charges for Services	\$ 27,022,493	\$ -	\$ 27,022,493
Fines & Forfeitures	\$ 1,079,726	\$ -	\$ 1,079,726
Interest Earnings	\$ 493,317	\$ -	\$ 493,317
Miscellaneous	\$ 362,863	\$ 8,100	\$ 370,963
Other Financing Sources	\$ 280,000	\$ -	\$ 280,000
Transfers In from Other Funds	\$ 18,073,219	\$ 7,395	\$ 18,080,614
<b>Total Resources</b>	<b>\$ 221,912,324</b>	<b>\$ 199,495</b>	<b>\$ 222,111,819</b>
<b>Requirements</b>			
Policy and Administration	\$ 7,105,494	\$ 32,400	\$ 7,137,894
Community Development	\$ 4,224,664	\$ 184,000	\$ 4,408,664
Community Services	\$ 19,942,343	\$ -	\$ 19,942,343
Public Works	\$ 19,885,231	\$ 7,395	\$ 19,892,626
<b>Program Expenditures Total</b>	<b>\$ 51,157,732</b>	<b>\$ 223,795</b>	<b>\$ 51,381,527</b>
Debt Service	\$ 7,211,657	\$ -	\$ 7,211,657
Loans	\$ 280,000	\$ -	\$ 280,000
Work-In-Progress	\$ 39,824,640	\$ -	\$ 39,824,640
Transfers to Other Funds	\$ 18,073,219	\$ 7,395	\$ 18,080,614
Contingency	\$ 3,301,500	\$ (32,400)	\$ 3,269,100
<b>Total Budget</b>	<b>\$ 119,848,748</b>	<b>\$ 198,790</b>	<b>\$ 120,047,538</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 102,063,576</b>	<b>\$ 705</b>	<b>\$ 102,064,281</b>
<b>Total Requirements</b>	<b>\$ 221,912,324</b>	<b>\$ 199,495</b>	<b>\$ 222,111,819</b>

Reference Budget Items: 1

Building Fund	Q2 Revised Budget	Amendment	Q3 Revised Budget
<b>Resources</b>			
<b>Beginning Fund Balance</b>	<b>\$ 602,913</b>	<b>\$ -</b>	<b>\$ 602,913</b>
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Special Assessments	\$ -	\$ -	\$ -
Licenses & Permits	\$ 988,977	\$ 50,000	\$ 1,038,977
Intergovernmental	\$ 8,281	\$ -	\$ 8,281
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 19,782	\$ -	\$ 19,782
Miscellaneous	\$ 9,990	\$ -	\$ 9,990
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 200,000	\$ -	\$ 200,000
<b>Total Resources</b>	<b>\$ 1,829,943</b>	<b>\$ 50,000</b>	<b>\$ 1,879,943</b>
<b>Requirements</b>			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ 1,266,424	\$ 50,000	\$ 1,316,424
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
<b>Program Expenditures Total</b>	<b>\$ 1,266,424</b>	<b>\$ 50,000</b>	<b>\$ 1,316,424</b>
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ -	\$ -	\$ -
Contingency	\$ 200,000	\$ -	\$ 200,000
<b>Total Budget</b>	<b>\$ 1,466,424</b>	<b>\$ 50,000</b>	<b>\$ 1,516,424</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 363,519</b>	<b>\$ -</b>	<b>\$ 363,519</b>
<b>Total Requirements</b>	<b>\$ 1,829,943</b>	<b>\$ 50,000</b>	<b>\$ 1,879,943</b>

Reference Budget Items: 2

Central Services Fund	Q2 Revised	Amendment	Q3 Revised
Resources	Budget	Budget	Budget
<b>Beginning Fund Balance</b>	<b>\$ 518,468</b>	<b>\$ -</b>	<b>\$ 518,468</b>
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Special Assessments	\$ -	\$ -	\$ -
Licenses & Permits	\$ 31,000	\$ -	\$ 31,000
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ 5,948,588	\$ -	\$ 5,948,588
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 593	\$ -	\$ 593
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 282,477	\$ -	\$ 282,477
<b>Total Resources</b>	<b>\$ 6,781,126</b>	<b>\$ -</b>	<b>\$ 6,781,126</b>
<b>Requirements</b>			
Policy and Administration	\$ 6,292,137	\$ 32,400	\$ 6,324,537
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
<b>Program Expenditures Total</b>	<b>\$ 6,292,137</b>	<b>\$ 32,400</b>	<b>\$ 6,324,537</b>
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ -	\$ -	\$ -
Contingency	\$ 300,000	\$ (32,400)	\$ 267,600
<b>Total Budget</b>	<b>\$ 6,592,137</b>	<b>\$ -</b>	<b>\$ 6,592,137</b>
<b>Reserve For Future Expenditure</b>	<b>\$ 188,989</b>	<b>\$ -</b>	<b>\$ 188,989</b>
<b>Total Requirements</b>	<b>\$ 6,781,126</b>	<b>\$ -</b>	<b>\$ 6,781,126</b>

Reference Budget Items: 3

Fleet/Property Management Resources	Q2 Revised		Q3 Revised	
	Budget	Amendment	Budget	
<b>Beginning Fund Balance</b>	<b>\$ 115,817</b>	<b>\$ -</b>	<b>\$ 115,817</b>	
Property Taxes	\$ -	\$ -	\$ -	
Franchise Fees	\$ -	\$ -	\$ -	
Special Assessments	\$ -	\$ -	\$ -	
Licenses & Permits	\$ -	\$ -	\$ -	
Intergovernmental	\$ -	\$ -	\$ -	
Charges for Services	\$ 1,506,121	\$ -	\$ 1,506,121	
Fines & Forfeitures	\$ -	\$ -	\$ -	
Interest Earnings	\$ -	\$ -	\$ -	
Miscellaneous	\$ -	\$ -	\$ -	
Other Financing Sources	\$ -	\$ -	\$ -	
Transfers In from Other Funds	\$ 15,200	\$ 7,395	\$ 22,595	
<b>Total Resources</b>	<b>\$ 1,637,138</b>	<b>\$ 7,395</b>	<b>\$ 1,644,533</b>	
<b>Requirements</b>				
Policy and Administration	\$ -	\$ -	\$ -	
Community Development	\$ -	\$ -	\$ -	
Community Services	\$ -	\$ -	\$ -	
Public Works	\$ 1,589,871	\$ 7,395	\$ 1,597,266	
<b>Program Expenditures Total</b>	<b>\$ 1,589,871</b>	<b>\$ 7,395</b>	<b>\$ 1,597,266</b>	
Debt Service	\$ -	\$ -	\$ -	
Loans	\$ -	\$ -	\$ -	
Work-In-Progress	\$ -	\$ -	\$ -	
Transfers to Other Funds	\$ -	\$ -	\$ -	
Contingency	\$ 25,300	\$ -	\$ 25,300	
<b>Total Budget</b>	<b>\$ 1,615,171</b>	<b>\$ 7,395</b>	<b>\$ 1,622,566</b>	
<b>Reserve For Future Expenditure</b>	<b>\$ 21,967</b>	<b>\$ -</b>	<b>\$ 21,967</b>	
<b>Total Requirements</b>	<b>\$ 1,637,138</b>	<b>\$ 7,395</b>	<b>\$ 1,644,533</b>	

Reference Budget Items: 3, 4

General Fund Resources	Q2 Revised		Q3 Revised	
	Budget	Amendment	Budget	
<b>Beginning Fund Balance</b>	\$ 6,341,359	\$ -	\$ 6,341,359	
Property Taxes	\$ 12,726,427	\$ -	\$ 12,726,427	
Franchise Fees	\$ 4,966,611	\$ -	\$ 4,966,611	
Special Assessments	\$ -	\$ -	\$ -	
Licenses & Permits	\$ 882,300	\$ -	\$ 882,300	
Intergovernmental	\$ 5,671,652	\$ 134,000	\$ 5,805,652	
Charges for Services	\$ 3,142,995	\$ -	\$ 3,142,995	
Fines & Forfeitures	\$ 1,063,126	\$ -	\$ 1,063,126	
Interest Earnings	\$ 103,722	\$ -	\$ 103,722	
Miscellaneous	\$ 24,655	\$ 8,100	\$ 32,755	
Other Financing Sources	\$ 280,000	\$ -	\$ 280,000	
Transfers In from Other Funds	\$ 70,000	\$ -	\$ 70,000	
<b>Total Resources</b>	<b>\$ 35,272,847</b>	<b>\$ 142,100</b>	<b>\$ 35,414,947</b>	
<b>Requirements</b>				
Policy and Administration	\$ 748,857	\$ -	\$ 748,857	
Community Development	\$ 2,928,615	\$ 134,000	\$ 3,062,615	
Community Services	\$ 19,652,042	\$ -	\$ 19,652,042	
Public Works	\$ 5,083,621	\$ -	\$ 5,083,621	
<b>Program Expenditures Total</b>	<b>\$ 28,413,135</b>	<b>\$ 134,000</b>	<b>\$ 28,547,135</b>	
Debt Service	\$ -	\$ -	\$ -	
Loans	\$ 280,000	\$ -	\$ 280,000	
Work-In-Progress	\$ -	\$ -	\$ -	
Transfers to Other Funds	\$ 623,264	\$ 7,395	\$ 630,659	
Contingency	\$ 966,075	\$ -	\$ 966,075	
<b>Total Budget</b>	<b>\$ 30,282,474</b>	<b>\$ 141,395</b>	<b>\$ 30,423,869</b>	
<b>Reserve For Future Expenditure</b>	<b>\$ 4,990,373</b>	<b>\$ 705</b>	<b>\$ 4,991,078</b>	
<b>Total Requirements</b>	<b>\$ 35,272,847</b>	<b>\$ 142,100</b>	<b>\$ 35,414,947</b>	

**Business Meeting**

**Meeting Date:** 04/09/2013  
**Length (in minutes):** 5 Minutes  
**Agenda Title:** Local Contract Review Board: Award Contract for East Butte Heritage Park Improvements to Da Neal Construction, Inc.  
**Prepared For:** Joseph Barrett  
**Submitted By:** Joseph Barrett, Financial and Information Services

Local  
Contract

**Item Type:** Motion Requested **Meeting Type:** Review Board

**Public Hearing**  
**Newspaper Legal Ad Required?:** No  
**Public Hearing Publication**  
**Date in Newspaper:**

**Information**

**ISSUE**

Shall the Local Contract Review Board award a contract for the East Butte Heritage Park Improvements project to Da Neal Construction, Inc.?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board award the East Butte Heritage Park Improvements project contract to Da Neal Construction, Inc. in the amount of \$350,806 and direct the City Manager to take the necessary steps to execute the contract.

**KEY FACTS AND INFORMATION SUMMARY**

The city purchased property along the west side of 103rd Avenue from Canterbury Lane to the Murdock Street right-of-way in order to develop a neighborhood park. This park, East Butte Heritage Park, is included in the city's Parks Master Plan and was selected by the Parks & Recreation Advisory Board (PRAB) for parks bond funding consideration. Development of the East Butte Heritage Park will include:

- A Playground structure
- A Picnic shelter
- Restrooms (with sewer connection)
- Soft-surface (engineered wood fiber) trails
- Seeded and irrigated lawn areas
- Picnic tables and benches
- Half-street improvements along 103rd Avenue

Most of the existing on-site trees will remain.

The city issued an Invitation to Bid for the project on March 13, 2013 and published the public notice in the Daily Journal of Commerce (March 13th and 18th) and in the Tigard Times (March 14th.) Bids were due on March 26th and the city received responses from six companies:

<u>Company</u>	<u>Bid</u>
City Engineer's Estimate	\$370,000
Da Neal Construction Inc.	\$350,806

Banzer Construction Co.	\$414,716
Northwest EarthMovers Inc.	\$398,900
Subcom Excavation	\$448,249
C&M Excavation & Utilities, LLC	\$373,043
Interwest Construction Inc.	\$483,630

Staff has reviewed the bids and determined that Da Neal has submitted the lowest responsible bid. Da Neal has no State of Oregon Contractor Construction Board violations and is not on the Bureau of Labor and Industries ineligible list. Staff recommends the contract for the East Butte Heritage Park Improvements be awarded to Da Neal Construction for \$350,806.

**OTHER ALTERNATIVES**

The Local Contract Review Board may elect to not award the contract and direct staff to carry out a new solicitation or stop the project.

**COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS**

Parks Master Plan

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

This is the first time the Local Contract Review Board has considered this item.

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**Fiscal Impact**

**Cost:** \$350,806

**Budgeted (yes or no):** Yes

**Where budgeted?:** Parks Bond/Parks SDC

**Additional Fiscal Notes:**

This project (#92003) is funded for fiscal year 2012-2013. A total of \$367,000 is budgeted for construction. Using the funding split in the Capital Improvement Plan (below), the funding for this project will be \$249,072 from the Parks Bond Fund and \$101,734 from the Parks SDC Fund.

Parks Bond Fund - \$305,000 (71%)

Parks SDC Fund - \$125,000 (29%)

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