



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

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**TIGARD CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD**

**MEETING DATE AND TIME:** September 10, 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

**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://live.tigard-or.gov>

**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.



City of Tigard

## Tigard Business Meeting – Agenda

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

6:30 PM

- **EXECUTIVE SESSION:** The Tigard City Council will go into Executive Session to discuss real property transaction negotiations under ORS 192.660(2)(e). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
  
- **STUDY SESSION**

7:30 PM

1. BUSINESS MEETING
  - A. Call to Order
  - B. Roll Call
  - C. Pledge of Allegiance
  - D. Council Communications & Liaison Reports
  - E. Call to Council and Staff for Non-Agenda Items
2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)  
7:35 PM - Estimated Time
  - A. Follow-up to Previous Citizen Communication
  - B. Tigard High School Student Envoy
  - C. Tigard Area Chamber of Commerce
  - D. Receive Update from Washington County Sheriff Pat Garrett

- E. Citizen Communication – Sign Up Sheet
3. CONSENT AGENDA: (Tigard City Council and Local Contract Review Board) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:  
7:55 PM - Estimated Time
- A. Approve City Council Minutes for:
- April 30, 2013 - Set over from the September 3, 2013 agenda.
  - June 18, 2013 - Set over from the September 3, 2013 agenda.
  - ~~July 9, 2013~~ – Reschedule to September 24, 2013.
- B. Receive and File:
1. Council Calendar
  2. Council Tentative Agenda for Future Meeting Topics
- C. Authorize the City Manager to Execute an Intergovernmental Agreement to Construct a Sewer Line on the West Side of Tigard Including River Terrace
- D. Local Contract Review Board:
1. Approve the Purchase of a New E-Citation System from Advanced Public Safety, Inc.
  2. Award a Contract for Mechanical/HVAC Preventative Maintenance and Inspection Services to Reitmeier Mechanical
  3. Award a Contract for Sanitary Sewer and Storm Water Line Television Inspection Services to Pacific Int-R-Tek.
- *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. ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY FOR THE DERRY DELL CREEK CULVERT REPLACEMENT PROJECT  
8:00 PM - Estimated Time
- **RECESS CITY COUNCIL MEETING**
  - **CONVENE LOCAL CONTRACT REVIEW BOARD MEETING**
5. AWARD A CONTRACT FOR PLANNING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR UPCOMING WATER SYSTEM IMPROVEMENTS TO MURRAY, SMITH AND ASSOCIATES  
8:10 PM - Estimated Time
- **ADJOURN LOCAL CONTRACT REVIEW BOARD MEETING**
  - **RECONVENE CITY COUNCIL MEETING**

6. UPDATE ON TIGARD TRIANGLE LOCAL IMPROVEMENT DISTRICT #1  
8:15 PM - Estimated Time
7. APPROVE GRECO ESTATES DEVELOPMENT AGREEMENT  
8:30 PM - Estimated Time
8. COUNCIL LIAISON REPORTS  
8:35 PM - Estimated Time
9. NON AGENDA ITEMS
10. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
11. ADJOURNMENT  
8:50 PM - Estimated Time

**AIS-1437**

**Business Meeting**

**Meeting Date:** 09/10/2013

**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. (Dates of meetings are listed under "Attachments" below.)

**OTHER ALTERNATIVES**

N/A

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

Placeholder - July 9, 2013 Council Minutes

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**City of Tigard**

**Tigard City Council Town Hall Meeting Notes**

**April 30, 2013, 6:30 – 8:30 p.m.**

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- Mayor Cook convened the Town Hall Meeting at 6:30 p.m. Approximately 40 people attended the Town Hall.
- Mayor Cook welcomed everyone and asked the City Council members and attending officials to introduce themselves.

City Council attendance:

<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, Senior Transportation Planner Gray, City Recorder Wheatley, Deputy City Recorder Krager.

Also present: Metro Councilor Craig Dirksen; State Representative Margaret Doherty.

**SW Corridor Study**

- Mayor Cook described the scope, timeline and status of the SW Corridor Study. Current phase of this project is devoted to receiving citizen input. No decisions have been made. Mayor Cook referred to the process followed for the City of Tigard. He referred to the Citizens Advisory Committee and the city’s Comprehensive Plan. The Committee was asked to respond to the questions: What areas do you want to see grow? What areas do you want to see change? He identified the areas the Committee reviewed for possible changes or to remain the same.

- The SW Corridor plan is unique from previous plans in that the project began with a land use vision (identifying areas that have grown or have potential to grow) and determining how to get high capacity transit (HCT) where it is needed. Existing transportation infrastructure was identified and thought was given to developing connections. Previous transportation planning projects have focused more on the route and its construction rather than developing the land use plan and then creating the transportation infrastructure to best suit the needs of the types of uses.
- The type of high capacity transit (e.g., bus rapid transit or light rail) has not been determined.
- After the public input process, an environmental impact statement will be prepared and funding opportunities explored.
- Discussion followed on the pros/cons listed through the public process with regard to bus rapid transit (BRT) versus light rail when looking at up-front costs compared to long-term benefits.
- Comments from the audience and government officials during the discussion included:
  - Concern with getting transportation modes to jobs and services.
  - Concern that dollars spent on light rail would be wasteful – high costs, lack of flexibility, comparative low ridership.
  - Concerns about HCT corridors on existing neighborhoods.
  - Response to concerns about HCT impacts included a comment that experience has shown that the percentage of HCT ridership increases over a period of time.
  - There is a need to plan ahead and set aside right of way for a HCT corridor.
  - BRT or light rail each attracts a different type of riders.
  - Experiences on 99W were reviewed. Past studies show 50,000 vehicles per day travel on 99W.
  - Concerns expressed about the relationship between the City of Tigard and TriMet with speaker noting distrust of a viable future for TriMet citing recent financial difficulties.
  - Concerns with regard to the commuter rail, WES. Speaker noted TriMet is losing \$50,000 per month operating the WES system.
  - Question was asked, “Do we have to do HCT?” Could this money be better used on streets and trails?
  - Discussion held on leveraging funding with coordination among all levels of government agencies.
  - Notation made that HCT would fund system-wide improvements in and around the selected corridor to provide infrastructure for access to HCT and to mitigate impacts to neighborhoods.
  - Reference was made to our aging population and that increasing numbers of people need more transportation options. Current emphasis for future planning is to create a sustainable infrastructure in communities.
  - A member of the audience disputed that the older generation would want to ride light rail. The speaker referred to ramifications to neighborhoods and quality of life (including impacts on the school system). The Tigard community does not want to become more like Portland.
  - Representatives in opposition to light rail supported letting voters determine whether light rail should be pursued.

- A member of the audience commented on the discussion held so far and suggested that decisions should be based on data rather than anecdotal references to elicit support for one transportation mode over another.
- A member of the audience disputed the comment that primary users of HCT were low income. The speaker, who indicated she did not fall in the low-income demographic, said she and others find HCT especially attractive to travel to cultural events offered in the metro area to avoid traffic congestion and problems with finding a place to park.
- A speaker noted that Tigard is a suburban community; suburban environments do not support a light rail system.
- Metro's density requirements were discussed whereby areas within the urban growth boundary are to designate higher density areas and plan infrastructure improvements accordingly.
- Discussion followed on the disagreement whether Tigard-area citizens want the community to be reshaped from a suburban to an urban environment.
- A speaker spoke of concern about gas tax funding and how it is spent on projects other than for Tigard roads.
- There was a call from a speaker for officials to reject high density and to let voters decide what the city will look like.

### **Open Forum Discussion**

- Walmart project in Tigard (comments offered are summarized below):
  - Officials were presented with a petition signed by people opposed to the Tigard Walmart project. (A copy of the petition is on file with the official copy of the meeting materials.)
  - Speaker outlined adverse impacts on local businesses and referred to the problems that would be caused with additional traffic congestion.
  - Discussion followed on whether citizens should have an opportunity to vote on approval of projects such as Walmart. Response from officials was that if a development, such as Walmart, complies with approval requirements, then there is nothing to present to the voters for consideration.
  - Discussion followed on the history of the parcel now being developed by the Walmart organization. The approved application was originally for a Target store. Target withdrew and Walmart stepped in to use the approved development application.
  - Discussion followed about potential options that might be available to address concerns with the Walmart project at this time.
  - Opposition representatives cited concerns with outdated traffic studies and unknown impacts to the surrounding areas. The public process followed was questioned with frustration expressed about the lack of opportunity to weigh-in on this particular project.
  - After discussion about what options might be available to address some of the concerns voiced, the mayor and council members entertained the idea of holding a study session dialogue with citizens to review options (with legal counsel input) the city might choose to pursue.

**Closing Comments**

- Mayor Cook invited citizens to attend his Fireside Chat meetings held on the second Thursday of each month.
- The next Town Hall meeting will be on October 29, 2013.

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

Attest:

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

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

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## City of Tigard

# Tigard City Council Workshop Meeting Minutes

June 18, 2013

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### 1. WORKSHOP MEETING

A. At 6:33 pm Mayor Cook called the Tigard City Council and City Center Development Agency to order.

B. Deputy City Recorder called the roll.

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

C. Pledge of Allegiance

D. Council Communications & Liaison Reports – Councilor Woodard said accumulated Metropolitan Area Communications Commission (MACC) funds at the end of the fiscal year will give the city's general fund an additional \$23,600. He said the quarterly payout for the January through March 2013 period is \$127,492. He noted that MACC will soon enter into contract negotiations with Comcast. Mayor Cook congratulated Councilor Woodard on his election to MACC Vice-Chair.

Councilor Buehner said she will give three liaison reports at the next council meeting.

E. Call to Council and Staff for Non-Agenda Items – City Manager Wine received a request for a council field trip to Eugene to see the bus rapid transit system and asked to hear from council on their interest. Council President Henderson said he would like this invitation extended to Tigard's Transportation Advisory Commission, Planning Commission and interested staff. Mayor Cook agreed with his suggestion.

## **TIGARD CITY COUNCIL MINUTES – JUNE 18, 2013**

## 2. RECEIVE BRIEFING ON THE EMERGENCY MANAGEMENT COOPERATIVE AGREEMENT OF WASHINGTON COUNTY

 Public Works Director Koellermeier said the city has been a member of a cooperative called OCEM (Office of Consolidated Emergency Management) since 1995. Other members included Tualatin, Washington County, Washington County Sheriff and Tualatin Valley Fire & Rescue. This agreement has advanced from the concept of TVF&R being in charge of operations to Washington County being the administrative home for this activity.

He said the negotiated agreement is similar to the prior OCEM agreement but has a few modernizations that allow other members to join in the future. Mayor Cook noted this new agreement covers a larger area so Tigard's fee would be reduced. Public Works Director Koellermeier said the city's cost would be reduced by \$20,000, subject to the group's annual work plan. He said Tigard was a voting member of the OCEM board and will be a voting member on the new board. City Manager Wine has directed Public Works Director Koellermeier to be Tigard's representative.

Council indicated that they are comfortable with this agreement coming back for consideration on a future consent agenda.

## 3. RECEIVE LEGISLATIVE REPORT FROM JOEL RUBIN, CFM

Assistant City Manager Newton mentioned that Joel Rubin, from the city lobbyist firm CFM, Mayor Cook and staff visited the Super Fresh operation in Tigard today. She said the city has submitted a grant to assist this program and there is potential for them to build a greenhouse in Metzger.

 Mr. Rubin discussed the City of Tigard's federal agenda and updated council on policy issues, grants and projects supported by the city. A slide show for this agenda item is in the packet for this meeting. He said it is now the middle of the grant funding cycle so many requests are pending.

- Fanno Creek Regional Trail – This project made it to the 150% transportation alternative list (combined state and federal dollars) which is the first step; funding decisions will be made throughout the year.
- Interoperable communications request – Due to decreases in crime statistics this year the City of Tigard fell below the formula for funding. The city can still work through the state to access funds.
- Police automated license plate recognition for Washington Square – This technology would enable police to monitor and red flag vehicles. The city received letters of support from legislators and funding should be announced in September.
- Tigard/Metzger Farm to School Program – Our congressional delegation is working on letters of support for a grant from the US Department of Agriculture.

## **TIGARD CITY COUNCIL MINUTES – JUNE 18, 2013**

 Councilor Buehner asked if it will get tied up in the Farm Bill Mr. Rubin said this would not, but the request for Tigard Farmers Market promotion is affected.

- Downtown Farmer's Market promotion is tied up with the Farm Bill so money will not be available until this bill is passed. There is optimism about this bill passing.
- Area-wide brownfield assessment grant money is available. CFM has been in discussion with the EPA regionally and nationally. Tigard will prepare a proposal for grant funding in the fall.

CFM Lobbyist Rubin updated council on projects supported by the City of Tigard including high capacity transit, the Lake Oswego/Tigard partnership and Columbia River Crossing. In response to a question from Council President Henderson, Mr. Rubin said that the federal government has committed to \$850 million for light rail and more, but there must be funding commitment from the states of Oregon and Washington this year in order for the project to remain in its place in line. State legislators in Washington are wrestling with coming up with funding and it is unclear what will happen to the project if they fail in that regard.

Policy Initiatives of Interest to Tigard:

Tigard Street Trail Project – Discussions were held with the Surface Transportation Board in Washington, DC on how to get access to the project. The STB's role is to walk local governments and railroads through the process of accessing rail right of way.

 City Manager Wine said an agreement for the Tigard Street Trail would not be obtained through a rail abandonment process but instead through a lease agreement with ODOT and the railroad.

WIFIA (Water Infrastructure Financing Innovation Act) – This could save 30 percent of the cost of large-scale projects. Senator Merkley is championing this and put it in the Water Resources Development (WRDA) bill that has passed in the Senate. The House is supposed to act later this year. In response to a question from Councilor Snider about the financing mechanism, Mayor Cook said it involves interest payments, and would be borrowing with different collateral and having government backing vs. going out to the ratepayers and buying bonds. He said this would only impact going out for bonds and there is one left to get for the Lake Oswego Tigard water partnership.

Protecting Municipal Bonds – Mr. Rubin said there is much concern at the federal level about municipal bonds. These may be capped as a proposal to save revenue. If this tool goes away it will directly impact cities and counties and their ability to do large-scale projects. Mayor Cook said this is one of three main topics to be addressed at the U. S. Conference of Mayors. Mr. Rubin said we need to continue to remind our legislative delegation of the importance of this.

## **TIGARD CITY COUNCIL MINUTES – JUNE 18, 2013**

 A letter has been drafted that will come directly from Tigard that encourages congressional delegates to support this protection. Councilor Buehner said this was mentioned to every member of the Oregon delegation when council was in Washington DC and they were all on board.

Tigard zip code – Congresswoman Bonamici is continuing work on getting Tigard its own zip code.

Unfunded mandates – Mr. Rubin said that not having unfunded mandates is important to cities.

 The Community Development Block Grant (CDBG) program took a 45-percent cut.

Mr. Rubin reported that Mayor Cook and City Manager Wine did a great job developing relationships in Washington DC and attended 13 meetings over two and one-half days. He said follow up is important and CFM will help keep the momentum going.

Mr. Rubin discussed the President’s proposed total spending and the deficit. He showed a slide demonstrating effects of sequestration. He said the 110 new legislative members have required time to get up to speed on issues but he thought there would be a common sense approach to handling the debt crises and infrastructure challenges this fall.

Mayor Cook thanked Mr. Rubin for coming and said he appreciated CFM’s prompt response on an issue Tigard sought assistance with recently.

4. REVIEW A NAMING POLICY, RECEIVE BRIEFINGS ON THE PARK BOND AND A RECREATION PROGRAM CHARTER, AND DISCUSS THE CITY’S RELATIONSHIP WITH TWO SPORTS CLUBS

 Assistant Public Works Director Rager noted that representatives were present from Southside Soccer and Tigard Little League so he suggested a change in the order of items for discussion:

- City’s relationship with two sports clubs
- Naming and recognition policy
- Park bond update
- Recreation program charter

City’s relationship with two sports clubs

Assistant Public Works Director Rager gave some background on the agreement between the city, Southside Soccer and Tigard Little League. He said in conversations with both sports clubs policy questions arose and staff needs guidance from council.

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- Should these two clubs take scheduling priority over other users for Cook Park ball fields?
- How much should they pay for field use and does council want to grant them a different financial obligation than other users?

Assistant Public Works Director Rager spoke with Dave Nicoli, Bill Monahan (Tigard City Manager at the time the agreement was drafted) and Ed Wegner (former Public Works Director) and learned some history about the spirit of the original agreement. Bob Gray had property to sell but the city did not have money. The Atfalati Recreation District (ARD) was formed and an agreement created in which ARD agreed to pay the city half of the cost for the land over time. A state grant for improvements was available that required the land be owned by a city and for there to be community involvement. The partnership helped the city meet these requirements so the grant money could be received.

All parties agreed that it did not make sense for ARD to own the land; the partnership was intended to provide them with ongoing field space for their sport seasons.

In response to a question from Council Snider on the time period, Assistant Public Works Director Rager said there is some lack of clarity in the agreement and amendments. The initial agreement period was ten years. The former city council discussed what would occur after expiration of the initial agreement and decided to leave that to a future council to decide.

 Assistant Public Works Director Rager said after October, 2013 the payment plan ends and there is no further obligation for ongoing payment to the city. He said this is another reason to terminate the existing agreement and start with something new. He noted that there are some provisions in the agreement and amendments that no longer apply and are no longer followed. He said the Tigard Municipal Code currently gives all Tigard-based, non-profits benefitting Tigard youth priority access to the sport fields. Staff felt that this code provision protected the interests of these two clubs but they expressed concerns. The clubs said that because of the history of the work done within the partnership with the city and the pride they feel in calling Cook Park their home, they should be given priority for Cook Park fields over other Tigard non-profits.

He said an operational issue is that the two clubs are allowed to block out as much field time as they want. Things have changed since 1998, and there are now many more users wanting to use the fields. He said the clubs have been pretty good about releasing fields when others want them but there are still challenges with the ability to make contact and make those arrangements in a timely manner. He said the city wants to work with the clubs on this issue.

Assistant Public Works Director Rager compared field revenue and the cost of maintenance in Cook Park. He said based on the budget and the number of staff assigned to Cook Park, the City of Tigard spends \$500,000 annually on Cook Park maintenance, but he does not have the cost separated out by field. He said the city has new software that should make it easy to identify that cost next year. He said combined revenue for shelters and other (non-

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league) sport field use in all parks is between \$60,000-\$65,000 annually. He said that over the years, the clubs have paid \$30,000 per year.

Staff desires, if there is a new agreement, to make it more simple and fair. They would like to establish a base maintenance level of service. If users want to do something additional for their own use, they can do so at their own cost. Staff wants the ability to charge the clubs for all field use they reserve which may encourage them to sharpen their pencils a little more so they have fields when they need them but when they do not, they are opened up to other users, which could create more revenue for the city.

Assistant Public Works Director Rager said if council decides not to give these two clubs preference then Tigard Municipal Code 9.04.020.d would apply, giving them access with all the other non-profits that benefit Tigard youth. He said however, such a decision would be counter to the original agreement's intent. He said the other option is to grant them priority access which may be of concern to other clubs. However, staff contact with other users did not indicate that they were bothered by the current arrangement.

Assistant Public Works Director Rager asked if the council wanted to consider fees. He said staff suggested a \$10 per hour rate that whatever field is blocked out is based on that rate. He encouraged that fees be on a percentage basis because that would make it easier for the city to adjust fees in the future.



He said the clubs feel there is a savings to the city since they are reserving larger blocks on the schedule but said staff does not save money on maintenance, only a little less on administration time. He said if council desires to recoup as much revenue as possible he does not recommend a discounted rate for the two clubs.

Mayor Cook said he was involved with Atfalati Recreation District from the beginning and worked on the bond measure. He disclosed that he was on the Little League Board and coached with Southside Soccer for many years. He said the agreement term was supposed to be for ten years with renewal after that and he encouraged another ten years of priority use in acknowledgement of the clubs' help with the land purchase. He said, "We have the left side of Cook Park because these organizations came to the table." He said the other clubs (lacrosse, Babe Ruth, or soccer) are not as Cook Park oriented and if they want to help build other fields in the Dirksen Nature Park, for example, he had no problem giving them preferential scheduling treatment as well. He said he felt it was not appropriate to stop the agreement now just because the land payments have ended.

Councilor Woodard asked about the other non-profit organizations. Parks and Facilities Manager Martin said there were five or six others including Tigard Football, lacrosse, Babe Ruth (interested in Cook Park but the ball fields are too small), Tigard-Tualatin School District, Frisbee, the Mexicali soccer league and some softball leagues, including the ASA.



Councilor Snider asked how many hours of field use does each club use annually. He said if they use less than 3,000 hours there would be no budget impact. Assistant Public Works Director Rager said the two clubs used 4,378 hours so far in 2013. They used 6,232

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hours in 2012 and 11,000 in 2011. Councilor Snider asked about the variation. Assistant Public Works Director Rager said the Little League has been consistent with their field reservation hours but Southside's hours were lower than usual in 2012 and 2013. Parks Manager Martin said these are reservation, not actual use figures. Mayor Cook said the clubs agreed that they have blocked out time they did not use and they resolved to get better about reserving fields and not using them. He noted a difference between baseball and soccer field reservations in that baseball leagues must schedule for both regular and rainout dates.

Councilor Snider suggested charging more for unused blocked field time because that practice does not serve the public.

Assistant Public Works Director Rager said the original concept was that Atfalati Recreation District would become a full-fledged recreation district. He said those working hard to get it up and running were shocked when it failed to receive voter approval. The long-term idea was that the ARD would eventually take over park maintenance and the two clubs would have priority access. He said he could not find guidance in the agreement about what happens after the expiration date.

Councilor Woodard asked what Atfalati paid towards the fields. Assistant Public Works Director Rager said they have paid over \$500,000 which includes credit given for improvements made.

 In response to a question from Councilor Woodard, Assistant Public Works Director Rager said what the clubs would have paid, if they had been charged the regular rental rate over the years, is estimated at over \$800,000. He reiterated that the maintenance costs of Cook Park are \$500,000 annually. Councilor Woodard asked how the city can pay for the maintenance without going into the general fund.

Councilor Snider said, "We are losing money on Cook Park." He noted that charging \$10 per hour for field use is nowhere near breaking even and the fees would have to increase by 8-9 times, not that the field use should offset the entire Cook Park budget.

City Manager Wine reminded council that there were two questions brought forward for discussion and whether there should be a full-cost recovery program for Cook Park was not one of them. She asked for council guidance on what the next chapter of the agreement should look like and whether these two sports clubs should get priority field scheduling. She asked council if their financial contribution should be different from other users.

In response to a question from Councilor Woodard, Assistant Public Works Director Rager said the city arrives at field use rates by comparison to other cities and other users. He noted that the new computer software will better identify how much money is spent on sport fields.

 Councilor Snider said he is unsure it is fair to charge a full rate to someone who bought into a system.

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Councilor Buehner said continuing the spirit of the arrangement by giving them scheduling priority makes sense for a time. She said such priority scheduling is worth something and they should not get a lower rate because they are already getting priority field use. She said it has been three years since fees were looked at and it is time to examine them.

Mayor Cook said the clubs could probably fit incremental increases into their budgets but asking them to pay twice as much would be a hardship.

 Council President Henderson verified that amendment #3 was between the city and the two clubs. He asked how the priority question came into play. He suggested going back to the original agreement and starting over. He suggested the clubs may want representation by an attorney.

 Councilor Snider proposed that the city extend the scheduling preference for a five- or ten-year fixed period with a clear understanding that field reservations will then revert to a first come, first served basis. He recommended the two clubs be given a four-year ramping-up period so 70 percent of the regular fee would be paid this year, 80 percent in the second year, 90 percent in the third year and the full rate in year four. Mayor Cook expressed preference for a ten-year period with more frequent evaluations, as sport trends may change. Councilor Woodard agreed but did not want the agreement limited to a term.

Councilor Buehner asked if staff had done field fee research with other cities. Parks and Facilities Manager Martin said it is close to \$10 per hour. Councilor Buehner said priority field scheduling is worth a lot and they should pay the same as everyone else.

Councilor Snider said, “But that does not acknowledge their involvement in this long-term relationship.” He said if we are making a change we should give them some time to increase their budgets. They may not have predicted this and it is similar to an unfunded mandate. He said, “Give them an opportunity to plan.”

Mayor Cook said increasing the costs just raises the cost to our citizens for belonging to sports clubs and they are already paying for parks through their taxes. Councilor Buehner asked who should bear the larger piece of park costs, the users or the taxpaying citizens that may not even use them. She said this is a policy question that council needs to consider. Mayor Cook said the same argument applies to libraries.

City Manager Wine said staff will regroup and come back with parameter options including five- and ten-year periods and extended field preference for a few years. Councilor Snider said the clubs need a ramp-up period to keep their costs similar to what they have been expecting. Mayor Cook suggested refining the hours and increasing the payments over time, starting with the current amount.

Assistant Public Works Director Rager agreed to extend priority schedule rights and continue the discussion on how much to charge. He said staff will talk to the clubs and examine impacts. There was consensus not to create a big budget impact in the next year or two.

## **TIGARD CITY COUNCIL MINUTES – JUNE 18, 2013**

Discussion was held on continuing on to the agenda and going to the next topic – park naming policy as there is a pending naming request. Mayor Cook called a two-minute break at 8:29 pm. At 8:32 pm the council meeting resumed.

### Park Naming Policy Discussion

Assistant Public Works Director Rager said the existing policy is not inclusive and is confusing. It is called the memorial policy which implies its use would be only for naming city property after someone who has passed away. This is not always the case and for this and other reasons, council requested that staff develop some consistent procedures. Staff used council input to develop a draft policy for discussion. He said Confidential Executive Assistant/Office Manager Gaston did a great job crafting this draft policy. He discussed each section.

Part A covers the purpose of this policy.

Part B lists naming criteria and the kinds of things (city key features) that can be named by the city.

Part C has two parts, a process section if the naming is city-initiated (staff, council, boards), and a second section of for non-city-initiated requests to name city key features.

Part D discusses changing a name.

Part E describes the process when staff is in negotiations for acquisition of a property and the naming a property comes into play.

Part F discusses recognition items (benches, trees, picnic tables, etc.)

Part G is a process section for non-city-initiated installation and naming of recognition items.

Assistant Public Works Director Rager said that unless council has questions, staff will prepare a resolution for council consideration. He noted that in every case, the City Council is the deciding authority and names must be approved by resolution. He said there is a current request to name the recently acquired property known as the Bagan property and had this proposal been in place, the second section of Part C would be followed.

City Manager Wine said the original question from council was who initiates these requests and how they get routed. Council consensus was that the proposed process is good and it should come back to them for consideration and approval.

### Receive Update on the Parks Bond

 Parks and Facilities Manager Martin updated council on park bond projects. He started with a list of development projects. These projects have been identified as priorities by PRAB and are located throughout the city. He introduced PRAB Chair Mears.

- The Jack Park bridge and trail contract will come before council for award soon.
- Fanno Creek House improvements are underway.

## **TIGARD CITY COUNCIL MINUTES – JUNE 18, 2013**

- East Butte Heritage Park work is ongoing. The restroom and shelter should be completed within the next few weeks.
- The land use submittal for Dirksen Nature Park is ready and the Clean Water Services provider letter will be sent to the city by July 3, 2013. Planning should be complete by the fall.
- Work on a section of the Fanno Creek Trail will begin this summer.
- The East Bull Mountain concept plan is ongoing and the neighborhood is very involved. Councilor Buehner asked if the Parks Department has submitted an application to Washington County for annexation. Parks and Facilities Manager Martin said the County asked for additional information and the city's engineering department is working on it. He said this will be coming to council for consideration in August.
- Irrigation bids have been received for Potso Dog Park. The parking lot work will begin after July 1, 2013.
- The Senn property is a small park in the northeast corner of Tigard and is going through land use planning, which will include a neighborhood meeting.
- A playground has been purchased for Commercial Park.
- Summerlake Park will receive a new restroom near the recently replaced playground.
- The Sunrise property concept plan just completed. It goes to the PRAB within the next month.

He noted that the city is fairly close to spending \$3 million for park development which is close to the \$3.3 million standard the PRAB desired.

Acquisitions were discussed, including the recently purchased Bagan property. Parks and Facilities Manager Martin said another property purchase will come before council for consideration in July and direction sought on a few others. He said other than the downtown area the city is within \$500,000 of spending the park bond funds. Mayor Cook noted that the city has already met the requirement to have substantial spending completed by February 1, 2014.

Councilor Snider asked how much is held for the downtown plaza. Parks and Facilities Manager Martin said out of the \$17 million park bond there is less than \$3.6 million left. He said it does not have to be spent in the downtown but there is a plan to use some of the money there (\$1.6 million with \$340,000 earmarked for development). He noted that \$25,000 has been spent on land acquisition investigation.

#### Recreation Program Charter

Assistant Public Works Director Rager referred to a document in the meeting packet called a Task Charter, which is tied to council's recreation program goal. He said Task Charters are used for projects in the capital improvement plan and describe the purpose of the project and the questions they are trying to answer.

## **TIGARD CITY COUNCIL MINUTES – JUNE 18, 2013**

The Recreation Program Task Charter form has been approved by Public Works Director Koellermeier, City Manager Wine and Finance and IT Director LaFrance.

This document will be used as a foundation as staff moves forward. The first question is what role the city should play in recreation programs. The second question is if the city does provide recreation programs, should they be operated under a cost-recovery operation model or should they be partially subsidized. This document provides background on what has been done in the past, what council's recreation goals are, and what scope of work is needed in order to answer these questions. A team will be assembled of staff from different city departments, Councilor Woodard, PRAB Member Mears. The next step is to set up a team meeting.

There were no questions from council.

- 5. COUNCIL LIAISON REPORTS – None.
- 6. NON AGENDA ITEMS - None.

**CITY CENTER DEVELOPMENT AGENCY**

At 8:49 pm Mayor Cook announced that the Tigard City Center Development Agency was convening and would enter into Executive Session to discuss pending litigation under 192.660 (2) (h). He said the meeting would be adjourned after the executive session.

At 9:28 pm CCDA Director Buehner moved for adjournment. CCDA Director Snider seconded the motion and it passed unanimously.

	Yes	No
CCDA Director Buehner	✓	
CCDA Director Henderson	✓	
CCDA Director Snider	✓	
CCDA Director Woodard	✓	
CCDA Chair Cook	✓	

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

Attest:

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

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

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**TIGARD CITY COUNCIL MINUTES – JUNE 18, 2013**

**AIS-1438**

**Business Meeting**

**Meeting Date:** 09/10/2013

**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 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**

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**

Council Meeting Calendar

Tentative Agenda for Upcoming Council Meetings

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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: September 3, 2013

## September

12 Thursday Council Goal-Setting Meeting – Noon-5 p.m., Fanno Creek House  
17\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall  
24\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

## October

1 Tuesday City Center Development Agency  
8\* Tuesday Council Business Meeting—6:30 p.m., Town Hall  
15\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall  
22\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

## November

5 Tuesday City Center Development Agency  
11 Monday Veteran's Day Observed – City Hall Offices Closed  
13\* Tuesday Council Business Meeting—6:30 p.m., Town Hall  
20\* Tuesday Council Workshop Meeting—6:30 p.m., Town Hall  
27\* Tuesday Council Business Meeting—6:30 p.m., Town Hall  
28-29 Thurs/Fri Thanksgiving Holiday – City Hall Offices Closed

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

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

**City Council Tentative Agenda  
 9/3/2013 5:58 PM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	Title	Department	Inbox or Finalized
1417	09/12/2013	Cathy Wheatley	AAA	Council Goal Setting - Noon to 5 p.m. - Fanno Creek House		
1316	09/17/2013	Carol Krager	AAA	September 17, 2013 City Council Workshop Meeting		
1294	09/17/2013	Judith Gray	CCWKSHOP	45 Minutes - Joint meeting with Tigard Transportation Advisory Committee	Community Development	Gray J, Sr Transportation Planner
1407	09/17/2013	Joanne Bengtson	CCWKSHOP	2 Hours - Strategic Planning with Alyssa Gasca, Consultant	City Management	Bengtson J, Exec Asst to City Mgr
<b>Total Time: 165 of 180 minutes have been scheduled</b>						
1317	09/24/2013	Carol Krager	AAA	September 24, 2013 City Council Business Meeting - Marty absent		
1397	09/24/2013	Loreen Mills	ACCSTUDY	25 Minutes - Executive Session - exempt public records under ORS 192.660(2)(f)	City Management	07/15/2013
1409	09/24/2013	Greer Gaston	ACCSTUDY	20 Minutes - Review Draft Sustainability Plan	Public Works	Gaston G, Conf Executive Asst
<b>Total Time: 45 of 45 minutes have been scheduled</b>						

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

**City Council Tentative Agenda  
 9/3/2013 5:58 PM - Updated**

1418	09/24/2013	John Floyd	ACONSENT	Consent Item - Council Authorization of CDBG Grant Application in Excess of \$100,000	Community Development	Grass M, Assoc Planner
1378	09/24/2013	Judith Gray	CCBSNS	45 Minutes - Discussion of proposed actions on the Southwest Corridor Plan	Community Development	Gray J, Sr Transportation Planner
1392	09/24/2013	Cathy Wheatley	CCBSNS	15 Minutes - Discussion with Hillsboro Mayor Jerry Willey Regarding the Westside Transportation Study	Administrative Services	MartyW, City Manager
1401	09/24/2013	Carissa Collins	CCBSNS	15 Minutes - FY 2014 First Quarter Supplemental Budget Amendment	FIS	Collins C, Sr Mgmt Analyst (Fin Adm)
<b>Total Time: 75 of 100 minutes have been scheduled</b>						
1319	10/01/2013	Carol Krager	AAA	October 1, 2013 City Center Development Agency Meeting – No items scheduled		
1320	10/08/2013	Carol Krager	AAA	October 8, 2013 City Council Business Meeting No Study Session or Consent Agenda items scheduled.		
1274	10/08/2013	Kristie Peerman	CCBSNS	20 Minutes - Consider a Resolution to Adopt the Westside Trail Master Plan	Public Works	Martin S, Parks Manager
1348	10/08/2013	Greer Gaston	CCBSNS	60 Minutes - Conduct a Quasi-Judicial Public Hearing and Consider a Resolution Abandoning Local Improvement District (LID) No. 1	Public Works	Stone Mike, City Engineer
		C Wheatley		20 Minutes – Update Discussion with Metro Councilor Craig Dirksen – SW Corridor Project	Amin Svcs	C Wheatley
<b>Total Time: 100 of 100 minutes have been scheduled</b>						

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

**City Council Tentative Agenda  
 9/3/2013 5:58 PM - Updated**

1321	10/15/2013	Carol Krager	AAA	October 15, 2013 City Council Workshop Meeting		
1251	10/15/2013	Marissa Grass	CCWKSHOP	30 Minutes - Urban Forestry Code Revisions - 6 Month Update	Community Development	Grass M, Assoc Planner
1398	10/15/2013	Steve Martin	CCWKSHOP	50 Minutes - Joint Meeting with the Park and Recreation Advisory Board	Public Works	Martin S, Parks Manager
1399	10/15/2013	Steve Martin	CCWKSHOP	20 Minutes - Update to Council on Field Use Negotiations with Tigard Little League and Southside Soccer	Public Works	Martin S, Parks Manager
1403	10/15/2013	Carissa Collins	CCWKSHOP	45 Minutes - First Quarter Budget Committee Meeting	Financial and Information Services	MartyW, City Manager
				<b>Total Time: 145 of 180 minutes have been scheduled</b>		
1322	10/22/2013	Carol Krager	AAA	October 22, 2013 City Council Business Meeting No Study Session or Consent Agenda items scheduled.		
1422	10/22/2013	Greer Gaston	CCBSNS	30 Minutes - Briefing on a Preliminary Design of Walnut Street between 116th and Tiedeman Avenues and the Walnut Street/135th Avenue Intersection	Public Works	McCarthy M, St/Trans Sr Proj Eng
				<b>Total Time: 30 of 100 minutes have been scheduled</b>		
1333	10/29/2013	Carol Krager	AAA	October 29, 2013 Town Hall, Time and Location TBA		

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

**City Council Tentative Agenda  
 9/3/2013 5:58 PM - Updated**

1324	11/05/2013	Carol Krager	AAA	November 5, 2013 City Center Development Agency		
1325	11/12/2013	Carol Krager	AAA	November 12, 2013 City Council Business Meeting No Consent Agenda or Business Meeting items scheduled.		
1383	11/12/2013	Greer Gaston	ACCSTUDY	10 Minutes - Briefing on a New Willamette River Water Coalition Agreement	Public Works	Goodrich J, Utility Div Manager
<b>Total Time: 10 of 45 minutes have been scheduled</b>						
1326	11/19/2013	Carol Krager	AAA	November 19, 2013 City Council Workshop Meeting		
1238	11/19/2013	Greer Gaston	CCWKSHOP	15 Minutes - Briefing on Capital Improvement Plan Projects	Public Works	Stone Mike, City Engineer
1286	11/19/2013	Toby LaFrance	CCWKSHOP	2 Hours - Prioritization of FY 2015-2019 Capital Improvement Plan	Financial and Information Services	LaFrance T, Fin/Info Svcs Director
<b>Total Time: 135 of 180 minutes have been scheduled</b>						

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

**City Council Tentative Agenda  
 9/3/2013 5:58 PM - Updated**

1327	11/26/2013	Carol Krager	AAA	November 26, 2013 City Council Business Meeting No Study Session or Business items scheduled.		
1384	11/26/2013	Greer Gaston	ACONSENT	Consent Item - Authorize the City Manager to Execute a New Willamette River Water Coalition Agreement	Public Works	Goodrich J, Utility Div Manager
1328	12/03/2013	Carol Krager	AAA	December 3, 2013 City Center Development Agency Meeting		
1330	12/10/2013	Carol Krager	AAA	December 10, 2013 City Council Business Meeting		
1331	12/17/2013	Carol Krager	AAA	December 17, 2013 City Council Business Meeting		
1239	12/17/2013	Greer Gaston	CCWKSHOP	15 Minutes - Briefing on Capital Improvement Plan Projects	Public Works	03/13/2013
				<b>Total Time: 15 of 180 minutes have been scheduled</b>		

Note: Cancelling the 12/24 Business meeting

**AIS-1360**

**Business Meeting**

**Meeting Date:** 09/10/2013

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

**Agenda Title:** Authorize the City Manager to Execute an Intergovernmental Agreement to Construct a Sewer Line on the West Side of Tigard Including River Terrace

**Prepared For:** Rob Murchison

**Submitted By:** Kristie Peerman,  
Public Works

**Item Type:** Motion Requested

**Meeting Type:** Consent Agenda

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the council authorize the city manager to execute an intergovernmental agreement (IGA) with Clean Water Services (CWS) and the City of Beaverton to construct Phase 1 of a new sanitary sewer line providing additional capacity on the west side of Tigard including the River Terrace and South Cooper Mountain Planning Areas?

**STAFF RECOMMENDATION / ACTION REQUEST**

Authorize the city manager to execute the IGA.

**KEY FACTS AND INFORMATION SUMMARY**

The council was briefed on this IGA at its August 20, 2013, workshop meeting.

Washington County has awarded a contract to reconstruct and widen the section of Scholls Ferry Road from Roy Rogers Road to the Walnut Street/Murray Road intersection.

Since Washington County's roadway widening project encompasses the planned location of a new sanitary sewer line, CWS, the City of Beaverton and the City of Tigard have an opportunity to install a new sewer line with the roadway project. This could potentially save the city a sizable amount of money when the line is upgraded in the future. This sewer project will eventually become part of the system that will provide additional sanitary sewer capacity on the west side of Tigard including the River Terrace and South Cooper Mountain Planning Areas.

Once the proposed design, location and costing for Phase 2 (the remaining portion of the work) has been completed, staff will return to council with the information and funding request.

The attached IGA—between CWS, Beaverton and Tigard—outlines each party's responsibilities for Phase 1 of the project as follows:

- CWS will pay the county to construct the sewer line. (CWS has a separate agreement with Washington County to construct the project.)
- The City of Beaverton will design the project and manage construction.
- The Cities of Beaverton and Tigard will reimburse CWS for their portion of the construction and design costs.

**OTHER ALTERNATIVES**

The council could choose to:

- Not enter into the IGA and could construct the sewer line at a later date.
- Direct staff to pursue some other course of action.
- Direct staff to re-negotiate the IGA to pursue a different allocation of project responsibilities and/or funding.

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

Not applicable

**DATES OF PREVIOUS CONSIDERATION**

The council was briefed on this IGA at its August 20, 2013, workshop meeting.

**Fiscal Impact**

**Cost:** \$420,000  
**Budgeted (yes or no):** Yes  
**Where Budgeted (department/program):** 500 - Sanitary Sewer Fund

**Additional Fiscal Notes:**

The estimated cost of sewer line construction and outside administrative services—as outlined in the IGA—is \$358,000. In addition, up to \$62,000 will be needed to cover city staffing costs (project manager, inspector, etc.). The fiscal year 2013-2014 budget includes the Dartmouth Street sewer repair project, which is complete and has \$420,000 of unspent appropriations. The remaining appropriations from Dartmouth Street will be used for the IGA to provide sewer service to River Terrace. By moving the appropriations from the Dartmouth Street project to the River Terrace project, no additional resources will be necessary to fund the IGA.

**Attachments**

IGA  
Project Map

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CITY OF BEAVERTON, CITY OF TIGARD, AND  
CLEAN WATER SERVICES TO CONSTRUCT PHASE 1 OF  
THE SCHOLLS FERRY TRUNK SEWER EXTENSION**

This Agreement, dated \_\_\_\_\_, 2013, is between CLEAN WATER SERVICES (District), a county service district organized under ORS Chapter 451, the CITY OF BEAVERTON (Beaverton), an Oregon Municipality, and the CITY OF TIGARD (Tigard), an Oregon Municipality.

**A. RECITALS**

ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.

District, Tigard, and Beaverton intend to undertake the Scholls Ferry Trunk Sewer Extension Project (Project) to extend gravity sewer from Barrows Road westward along Scholls Ferry Road to the intersection of Roy Rogers Road. This Project has been endorsed by the Capital Improvement Program Prioritization Committee. The Project will be constructed in three phases. This Intergovernmental Agreement covers Phase 1 only. Subsequent phases will be documented under separate Intergovernmental Agreements.

NOW, THEREFORE, the parties agree as follows:

**B. PROJECT DESCRIPTION**

The Phase 1 sanitary sewer improvement consists of constructing approximately 1,792 linear feet of 21-inch diameter sanitary sewer, 565 linear feet of small diameter sanitary sewer (8-inch to 12-inch), 17 manholes and appurtenances on Scholls Ferry Road from Roy Rogers Road to a point 610 feet west of the west curblineline of the Barrows Road Roundabout (Phase 1). Beaverton will design Phase 1. Phase 1 will be constructed by a contractor selected by Washington County LUT (County) to widen Scholls Ferry Road. The County will administer the construction of Phase 1 as part of its Scholls Ferry widening Project from SW Roy Rogers Road to SW Teal Boulevard (Road Project). See Exhibit A attached hereto for the Phase 1 location.

**C. DEFINITIONS**

1. **Capital Improvement Program Prioritization Committee** – This Committee has been established by District and the Member Cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Tigard, Tualatin, and Sherwood.
2. **Beaverton Phase 1 Planning and Design Cost** – Beaverton labor and benefit costs and consultant costs paid by Beaverton associated with services outlined in Section E.1-6.
3. **Phase 1 21-inch Sewer Cost** – 100% of the construction and non-construction costs for the 21-inch sewer main, appurtenances, and manholes on the 21-inch mainline for Phase 1.

1 paid by District to County pursuant to the Intergovernmental Agreement between District and County dated \_\_\_\_\_, 2013 (County IGA) and covers County's cost for construction and non-construction services such as survey, Phase 1 construction management and administrative costs.

4. **Beaverton Phase 1 Sewer Cost** – construction and non-construction costs for any 6-inch to 12-inch sewer mains, laterals, appurtenances, and manholes extending northward from the 21-inch sewer main and all manhole adjustments for Phase 1 paid by District to County pursuant to the County IGA.
5. **Tigard Phase 1 Sewer Cost** - construction and non-construction costs for any 6-inch to 12-inch sewer mains, laterals, appurtenances, and manholes extending southward from the 21-inch sewer main paid by District to County pursuant to the County IGA in Phase 1.

#### **D. DISTRICT OBLIGATIONS**

District shall:

1. Provide direction to Beaverton regarding the size of the sewer trunkline and the location of the west terminus for future connection.
2. Review the plans and specifications provided by Beaverton for Phase 1 and provide comments to Beaverton within ten working days of receiving them.
3. Enter into a separate Intergovernmental Agreement with County to administer construction of the Phase 1 improvements.
4. Pay County for construction and non-construction costs as required in the County IGA.
5. Have the right to approve or reject a Beaverton employee selected to serve as District's Project Manager for Phase 1.
6. Have the right to review, approve or reject any proposed design change or Extra Work as defined in the County IGA, or other change to Phase 1.
7. Have the right to provide a list of items to be completed prior to final acceptance of Phase 1.
8. Invoice Beaverton for 16.3% of the Phase 1 21-inch Sewer Cost and 100% of the Beaverton Phase 1 Sewer Cost less 67.4% of the Beaverton Phase 1 Planning and Design Cost upon completion of Phase 1.
9. Invoice Tigard for 16.3% of the Phase 1 21-inch Sewer Cost and 100% of the Tigard Sewer Cost for Phase 1 upon completion of Phase 1.
10. Provide written evidence to Beaverton and Tigard that funds are allocated for the District's share of Phase 1 before construction begins.

## E. BEAVERTON OBLIGATIONS

Beaverton shall:

1. Select, contract with and pay consultants to perform a geotechnical investigation, utility locates and environmental assessment for use in designing and obtaining permits for Phase 1. The design plans shall use the County Roadway Survey and design plans as the base document.
2. Provide all planning, design, specifications, permits and inspection for Phase 1.
3. Provide timely reviews and comments on County design documents and timely response to other Phase 1 information requests.
4. Provide Tigard and District at least ten days to review plans and specifications for Phase 1 at 70% and 90% completion, and incorporate review comments into the plans.
5. Provide technical consultation to County during construction as needed.
6. Appoint a Beaverton employee acceptable to District to serve as the District's project manager for Phase 1 and coordinate with County during construction.
7. Obtain District's consent before taking any of the following actions for Phase 1: a) authorizing any design changes, b) approving any change orders, c) authorizing use of contingency line items, or d) resolving any disagreement, dispute, delay or claim.
8. Provide District and Tigard documents that establish the Beaverton Phase 1 Planning and Design Cost.
9. Provide timely responses to bidders' questions about Phase 1. If necessary, provide District and County with an addendum no later than five business days prior to the bid opening for Phase 1.
10. Provide construction inspection of Phase 1 bid items including review and approval of shop drawings, submittals, and onsite inspection to determine compliance with the contract documents. Coordinate onsite inspections of Phase 1 bid items through County's lead inspector. Beaverton's inspector shall be onsite and responsible for enforcing all applicable specifications during all Phase 1 work, including but not limited to night work, accommodations for public traffic and work zone traffic control in coordination with the County's lead inspector. Beaverton shall provide Phase 1 daily reports, erosion reports, field directives, pay notes and quantities to County in a timely manner in County-provided format and coordinate with the County's lead inspector.
11. Provide District written notice that Phase 1 is complete and obtain District's approval for final acceptance of Phase 1 prior to making recommendations to County regarding releasing bonds, or issuing final payment to the contractor.
12. Provide District as-built construction drawings for Phase 1 within 60 days after the Road Project is deemed complete and acceptable to District. The as-built drawings shall be provided in camera-ready hardcopy, 11 x 17 inches with a CD in both pdf and AutoCAD digital format.
13. Coordinate and participate with District on any disagreements, disputes, delays or claims related to or as a result of Phase 1.

14. Pay District 16.3% of the Phase 1 21-inch Sewer Cost and 100% of the Beaverton Phase 1 Sewer Cost less 67.4% of the Beaverton Phase 1 Planning and Design Cost, not to exceed \$325,000 for Beaverton's portion of Phase 1 as defined in this Agreement, within 30 days of approving the invoice. The invoice shall include full progress payment amounts, including typical construction retainage.
15. Invoice Tigard for 16.3% of the Beaverton Phase 1 Planning and Design Cost upon completion of Phase 1 of the Project.
16. Provide written evidence to District and Tigard that funds are allocated for Beaverton's share of Phase 1 before construction begins.
17. Inform the Phase 1 construction contractor in writing of District's right to withhold final acceptance.

#### **F. TIGARD OBLIGATIONS**

Tigard shall:

1. Review the plans and specifications provided by Beaverton for Phase 1 and provide comments to Beaverton within ten working days of receiving them.
2. Pay District, 16.3% of the Phase 1 21-inch Sewer Cost and 100% of the Tigard Sewer Cost for Phase 1 as defined in this Agreement, not to exceed \$325,000, within 30 days of approving the invoice. The invoice shall include full progress payment amounts, including typical construction retainage.
3. Pay Beaverton, 16.3% of the Beaverton Phase 1 Planning and Design Cost, not to exceed \$32,600 for Tigard's portion of Phase 1 as defined in this Agreement, within 30 days of approving the invoice.
4. Provide written evidence to District and Beaverton that funds are allocated for Tigard's share of Phase 1 before construction begins.

#### **G. GENERAL TERMS**

1. Laws and Regulations. Beaverton, Tigard and District agree to abide by all applicable laws and regulations including their own purchasing rules.
2. Term of this Agreement. This Agreement is effective from the date the last party signs it and shall remain in effect until Phase 1 of the Project is complete and the parties' obligations have been fully performed or this Agreement is terminated as provided herein.
3. Amendment of Agreement. Beaverton, Tigard and District may amend this Agreement from time to time, by mutual written agreement.
  - A. Proposed changes of scope during the Project implementation must be reviewed and endorsed by the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but

consistent with the original scope of Phase I of the Project, must be approved by District.

- B. During the duration of the Washington County construction contract, all parties to this Agreement will act reasonably and cooperatively to make decisions in a timely fashion to avoid contract change orders/ delay claims and added County Administrative charges.
4. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or by any of the parties notifying the others in writing prior to award of a construction contract, with the termination being effective in 30 days.
  5. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.
  6. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the others and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
  7. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the Beaverton Mayor, Tigard City Manager and District's General Manager will attempt to resolve the issue. If the Beaverton and Tigard Mayors and District's General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.
  8. Interpretation of Agreement.
    - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
    - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

9. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
  
10. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's General Manager or the General Manager's designee and when required by applicable District rules, District's Board of Directors 2) Beaverton, and 3) Tigard. Proposed changes of scope must also be approved by the Capital Improvement Program Prioritization Committee.
  
11. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

**CLEAN WATER SERVICES**

**CITY OF BEAVERTON, OREGON**

By: \_\_\_\_\_  
 General Manager or Designee

By: \_\_\_\_\_  
 Mayor or Designee

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
 District Counsel

\_\_\_\_\_  
 City Counsel

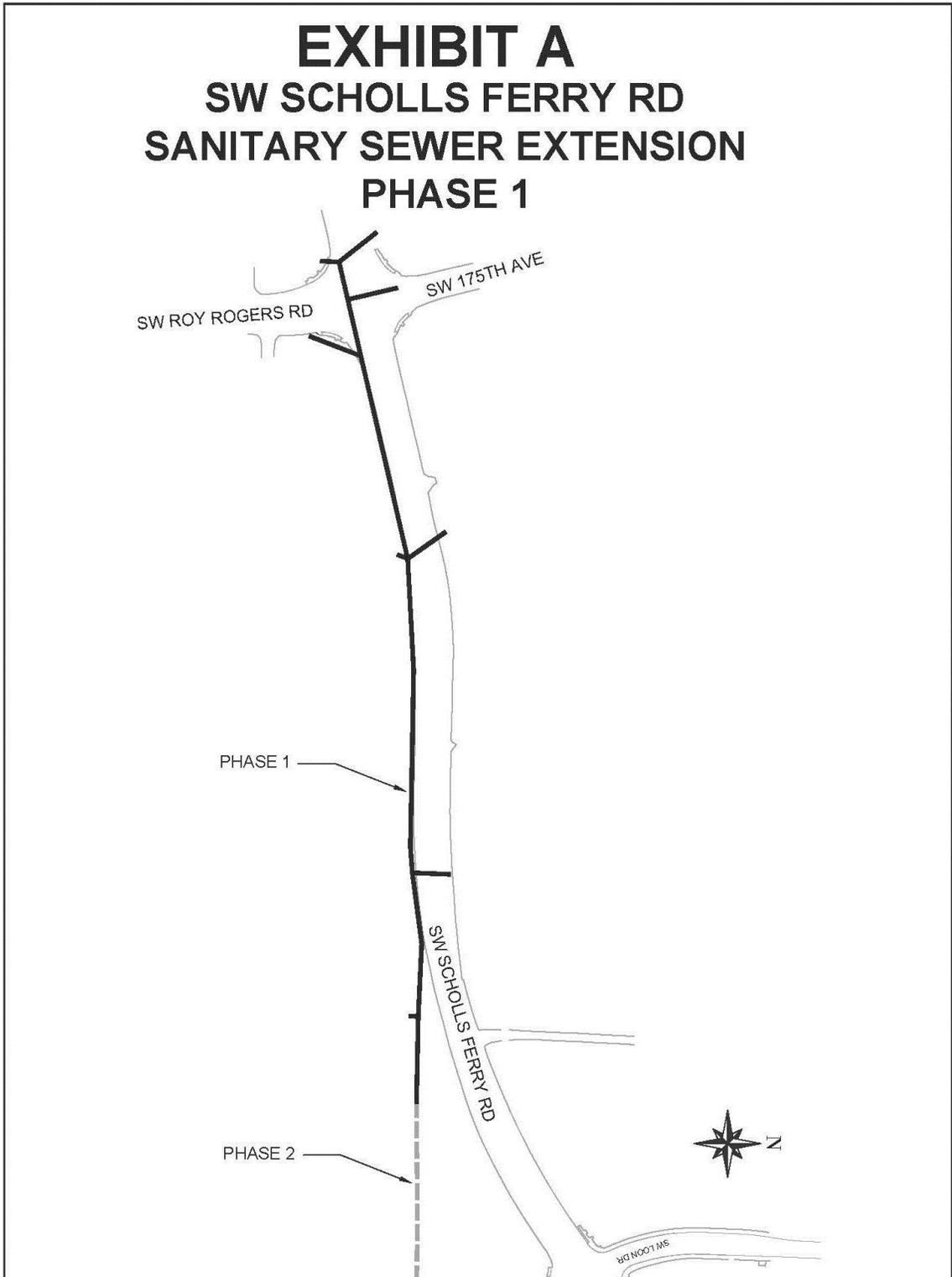
**CITY OF TIGARD**

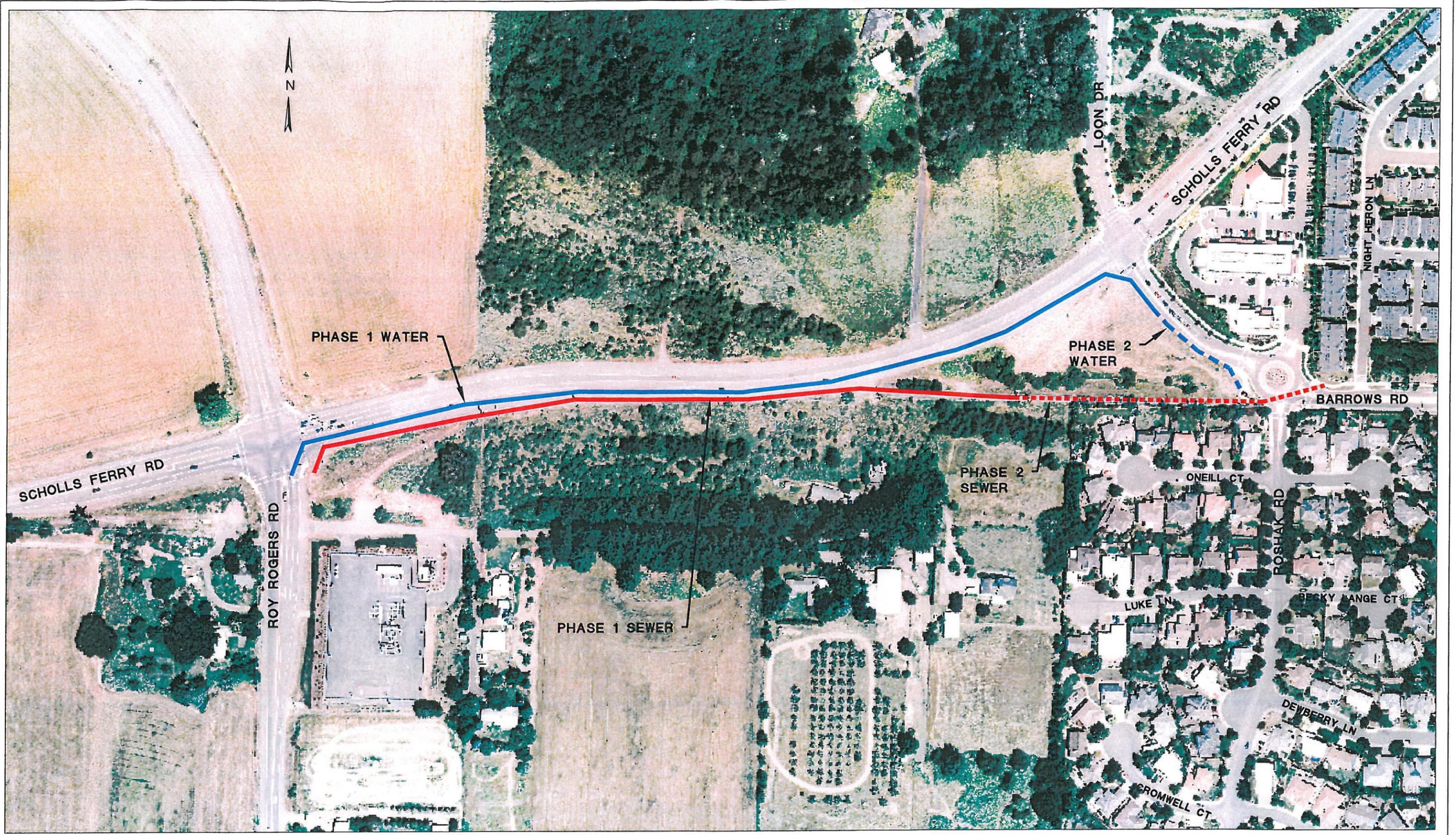
By: \_\_\_\_\_  
 City Manager or Designee

APPROVED AS TO FORM

\_\_\_\_\_  
 City Counsel

**Exhibit A  
Project Location Map**





**PRELIMINARY**


**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

**WATER AND SEWER  
LINE EXTENSIONS  
RIVER TERRACE**

FIGURE  
FIG-1

FILE NO  
93035

**AIS-1420**

**Business Meeting**

**Meeting Date:** 09/10/2013  
**Length (in minutes):** Consent Item  
**Agenda Title:** Approve the Purchase of a New E-Citation System  
**Prepared For:** Joseph Barrett  
**Submitted By:** Joseph Barrett, Financial and Information Services  
**Item Type:** Motion Requested  
**Meeting Type:** Consent  
Agenda  
- LCRB

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the Local Contract Review Board approve the purchase of a new e-citation system from Advanced Public Safety, Inc.?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board approve the purchase of a new e-citation system from Advanced Public Safety, Inc. in the amount of \$138,260.

**KEY FACTS AND INFORMATION SUMMARY**

The Police Department received a grant from the Oregon Department of Transportation for the acquisition of a new e-citation system that would be used by the motor officers as well as by officers in a patrol vehicle. The grant is a reimbursable grant for up to \$131,943 and a city match of \$12,000. The FY 2013-14 Adopted Budget includes appropriations for this project including the grant revenue.

Due to federal and state requirements, the commitment to purchase the items under the project was required to be made not later than September 1, 2013. Due to the time required for the testing of equipment and final decision as to what computer handhelds to be purchased, a decision was only recently made. As such, staff issuance of a purchase order was required prior to this item being presented to the Local Contract Review Board. Staff issued a purchase order for the total project of \$138,260 the week of August 19th so that the grant conditions were met but a clause was included that made the purchase order contingent upon the Local Contract Review Board's approval at this meeting.

**OTHER ALTERNATIVES**

The Local Contract Review Board could reject the purchase. Doing so would result in loss of the grant and the opportunity to purchase a new e-citation system using primarily grant funding.

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

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

The City Council was presented the information on the ODOT grant during the budget process.

---

### **Fiscal Impact**

**Cost:** \$138,261

**Budgeted (yes or no):** Yes

**Where budgeted?:** General Fund

**Additional Fiscal Notes:**

This is a reimbursable grant for up to \$131,943 and a city match of \$12,000. The grant revenue and the expense were discussed during the adoption of the budget and are both are in the adopted FY 2013-2014 General Fund budget.

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### **Attachments**

*No file(s) attached.*

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**AIS-1421**

**Business Meeting**

**Meeting Date:** 09/10/2013  
**Length (in minutes):** Consent Item  
**Agenda Title:** Contract Award - Mechanical/HVAC Preventative Maintenance and Inspection Services  
**Prepared For:** Joseph Barrett  
**Submitted By:** Joseph Barrett, Financial and Information Services  
**Item Type:** Motion Requested **Meeting Type:** Consent Agenda - LCRB

**Public Hearing** No  
**Newspaper Legal Ad Required?:**  
**Public Hearing Publication**  
**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the Local Contract Review Board award a contract for mechanical/HVAC preventative maintenance and inspection services to Reitmeier Mechanical?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board award the contract for the city's mechanical/HVAC preventative maintenance and inspection service needs to Reitmeier in the amount of \$137,500 over the life of the contract and authorize the city manager to take all necessary steps to execute the contract.

**KEY FACTS AND INFORMATION SUMMARY**

The city requires the mechanical/HVAC preventative maintenance and inspection services at various City facilities. The contractor will be providing labor, material, and equipment to perform preventative maintenance and inspection of HVAC heating/air conditioning systems at various City Facilities. This service will include written reports, monitoring and preventative maintenance services.

The city issued a Request for Proposal for the work at the end of May of this year. Upon closing, the city received a single proposal, from Reitmeier Mechanical. Reitmeier has performed the work for the city over the past few years.

A review and selection team was assembled and scored the received proposal based on the following criteria that were in the Request for Proposal:

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

Based on the selection team's recommendation (an average score of 98%), staff recommends Reitmeier Mechanical be awarded the contract as the best and most responsible firm for the work. The contract will be

for a possible five years with an estimate \$27,500 per year for a total not to exceed of \$137,500.

**OTHER ALTERNATIVES**

The Local Contract Review Board may reject all proposals and direct staff to reissue the Request for Proposal.

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

This is the first time the Local Contract Review Board has been presented this contract award.

---

**Fiscal Impact**

**Cost:** \$137,500

**Budgeted (yes or no):** Yes

**Where budgeted?:** Fleet/Property Management

**Additional Fiscal Notes:**

This contract is for an estimated \$27,500 per year for a possible total of \$137,500 over five years. This appropriations are allocated in the Property Management division annually. The city reserves the right to terminate the contract if appropriations are not granted in any given fiscal year.

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**Attachments**

*No file(s) attached.*

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**AIS-1423**

**Business Meeting**

**Meeting Date:** 09/10/2013  
**Length (in minutes):** Consent Item  
**Agenda Title:** Contract Award - Sanitary Sewer and Storm Water Line Inspection  
**Prepared For:** Joseph Barrett  
**Submitted By:** Joseph Barrett, Financial and Information Services  
**Item Type:** Motion Requested  
**Meeting Type:** Consent  
Agenda  
- LCRB

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the Local Contract Review Board award a contract for sanitary sewer and storm water line television inspection services to Pacific Int-R-Tek?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board award the contract for the city's sanitary sewer and storm water line television inspection service needs to Pacific Int-R-Tek in the amount of \$200,000 and authorize the City Manager to take all necessary steps to execute the contract.

**KEY FACTS AND INFORMATION SUMMARY**

Tigard has an IGA with Clean Water Services agreeing that the city will video inspect every sanitary line on a seven year rotation. The city is also required to inspect all lines (both sanitary and storm) that are out of the seven year window. To accomplish this, city requires the on-call services of a contractor to televise the city's sanitary sewer and storm water conveyance pipelines. The hired contractor will be charged with inspection and recording of the city's out of compliance sanitary and storm lines. City crews will be inspecting the annual footage goal for both systems set forth by Clean Water Services at the same time.

The city issued a Request for Proposal for the work in late May of this year. Upon closing, the city received proposals from the following firms:

- Pacific Int-R-Tek
- Northwest Pipe Specialists

A review and selection team was assembled and scored the received proposal based on the following criteria that were in the Request for Proposal:

• Firm and Team Qualifications	50%
• Project Understanding and Approach	30%
• Cost Structure	20%

Based on the selection team's recommendation (an average score of 92%), staff recommends Pacific Int-R-Tek be awarded the contract as the best and most responsible firm for the work. The contract will be for a possible five years with an estimate \$40,000 per year for a total not to exceed of \$200,000.

**OTHER ALTERNATIVES**

The Local Contract Review Board may reject all proposals and direct staff to reissue the Request for Proposal.

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

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

This is the first time the Local Contract Review Board has been presented this contract award.

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**Fiscal Impact**

**Cost:** \$200,000

**Budgeted (yes or no):** Yes

**Where budgeted?:** Sanitary and Storm

**Additional Fiscal Notes:**

This contract is for an estimated \$40,000 per year for a possible total of \$200,000 over the potential five year lifespan. Each fund (through the Sanitary and Storm divisions operating budgets) will pay for their respective pipeline. Staff is shooting for a 50/50 split each year and each fund will have appropriations to cover their work. The contract may be terminated if appropriations are not granted in any given fiscal year.

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**Attachments**

*No file(s) attached.*

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**AIS-1169**

**Business Meeting**

**Meeting Date:** 09/10/2013

**Length (in minutes):** 10 Minutes

**Agenda Title:** Adopt a Resolution of Necessity to Acquire Property for the Derry Dell Creek Culvert Replacement Project

**Prepared For:** Mike Stone

**Submitted By:** Kristie Peerman,  
Public Works

**Item Type:**

**Meeting Type:** Council Business Meeting - Main

**Public Hearing**

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the council adopt a resolution of necessity to acquire certain real property for the Derry Dell Creek culvert replacement project?

**STAFF RECOMMENDATION / ACTION REQUEST**

Adopt the resolution.

**KEY FACTS AND INFORMATION SUMMARY**

In conjunction with the Derry Dell Creek culvert replacement project, the city proposes to replace two culverts that convey Derry Dell Creek under Walnut Street. The new culverts will increase storm water conveyance capacity, restore and facilitate fish passage and accommodate the future improvements to Walnut Street.

In order to replace the culverts, the city needs to acquire easements and/or property for rights of way from five (5) property owners.

The city's standard practice is to negotiate with each individual property owner and purchase the property at the appraised price. However, as a last resort, it is sometimes necessary to acquire rights of way and easements via condemnation. If there is a possibility that condemnation may be required, the federal property acquisition process dictates that a resolution of necessity be adopted before negotiations begin. The city follows the federal process to ensure it will qualify for federal funding opportunities now and in the future.

If council adopts the resolution of necessity, the city (or the city's agent) will enter into negotiations with the property owners to buy the required easements and properties, or portions of the properties, at the appraised value. Should negotiations prove unsuccessful, the resolution authorizes the city to proceed with condemnation.

**OTHER ALTERNATIVES**

The council could choose not to adopt the resolution and direct staff on how to proceed with the needed acquisitions.

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

Not applicable

**DATES OF PREVIOUS CONSIDERATION**

The council was briefed on this resolution of necessity in executive session on January 22, 2013.

---

**Fiscal Impact**

**Cost:** 162,500

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** CIP

**Additional Fiscal Notes:**

The current Capital Improvement Plan (CIP) includes funds in the amount of \$360,000 in fiscal year 2013-2014. This amount is adequate to fund the property and easement acquisitions. A supplemental budget amendment is scheduled to come before the council on October 8, 2013; this amendment includes an additional funding request in the amount of \$350,000. These additional funds will be sufficient to cover remaining fiscal year 2013-2014 costs for completion of design work and one or two months of construction.

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**Attachments**

Resolution

Exhibits A-J

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

A RESOLUTION DECLARING THE NEED TO ACQUIRE PROPERTY FOR THE PURPOSE OF CONSTRUCTING STREET AND OTHER IMPROVEMENTS ALONG SW WALNUT STREET AND AUTHORIZING IMMEDIATE POSSESSION OF THE PROPERTY

---

WHEREAS, the City Charter grants the City of Tigard (“City”) the authority to acquire 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 purpose provided in those statutes; and

WHEREAS, the construction of the Derry Dell Creek Culvert Replacement is an approved capital improvement project identified in the City of Tigard Capital Improvement Plan (the “Project”); and

WHEREAS, the City will be constructing this Project for the health, safety, benefit, and general welfare of the public by addressing maintenance and flooding issues in the area; and

WHEREAS, the City needs to acquire real property on which to construct and maintain the Project improvements (including without limitation, a box culvert, associated fill and creek restoration); and

WHEREAS, to allow for acquisition of the properties in a timely and efficient manner, a resolution of necessity is necessary to allow the City to take all measures necessary to acquire the property interests needed for the Project, including the exercise of eminent domain, if needed.

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

SECTION 1: The City does hereby find and declare that property located in the City of Tigard, Washington County, Oregon is immediately needed and required for the construction, operation, maintenance, repair, and improvement of the Derry Dell Creek Culvert Replacement Project. This property is described and depicted in Exhibits A-J (collectively, the “Property”, “Properties” or “Property Interests”); these exhibits are incorporated herein by this reference.

SECTION 2: The City does hereby find the acquisition of the Property and Property Interests is necessary and is in the public interest, and the improvements to the Properties will be planned, designed, located and constructed in a manner that will be most compatible with the greatest public benefit and the least private injury or damage.

SECTION 3: The city manager, city’s agent, and the city’s real estate attorney are authorized to negotiate and enter into agreements with the owners and other persons who have an interest in the Properties as to the just compensation for the Properties.

SECTION 4: In the event that satisfactory agreement cannot be reached for purchase of any Property or Property Interest, the city's real estate attorney is directed and authorized to commence and prosecute to final determination such proceedings as may be necessary to acquire the applicable Property and/or Property Interest, including exercise of eminent domain, and upon the filing of such proceedings, possession of the Property therein may be taken immediately to the extent provided by law.

SECTION 5: This resolution is effective immediately upon passage.

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

---

Mayor - City of Tigard

ATTEST:

---

City Recorder - City of Tigard

**NLV SERVICES, INC.  
SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222  
PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT "A-1" RIGHT-OF-WAY DEDICATION DESCRIPTION  
(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor's Map No. 2S 1 03AA.
2. Plat of "Cottonwood Place".
3. Survey No. 31739, Washington County Surveyor's Office.
4. Exhibit "A-2", Right-Of-Way Dedication, Vicinity Map, accompanying this document.

Right-Of-Way Dedication

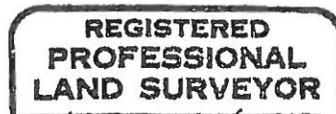
A 13.11 foot wide strip of land in Lot 3, "Cottonwood Place", situated in the N.E. ¼ of Sec. 3, T2S., R.1W., W.M., City of Tigard, Washington Co., Oregon being more particularly described as follows:

A 13.11 foot wide strip of land parallel with and contiguous to the southerly line of Lot 3, "Cottonwood Place" (northerly line of S.W. Walnut St.), the S.E. corner bears N72°53'46"W 25.65 feet and N17°06'14"E 25.00 feet from a 5/8-inch iron rod in a monument box set at station 15+02.41 in Survey No. 31739.

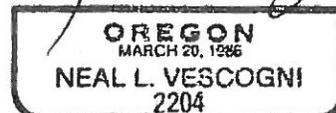
Right-Of-Way Dedication contains 1,158 square feet.

Property Owner

Shelledy Living Trust  
12440 S.W. 106<sup>th</sup> Dr.  
Tigard, OR 97223



*Neal L. Vescoigni*



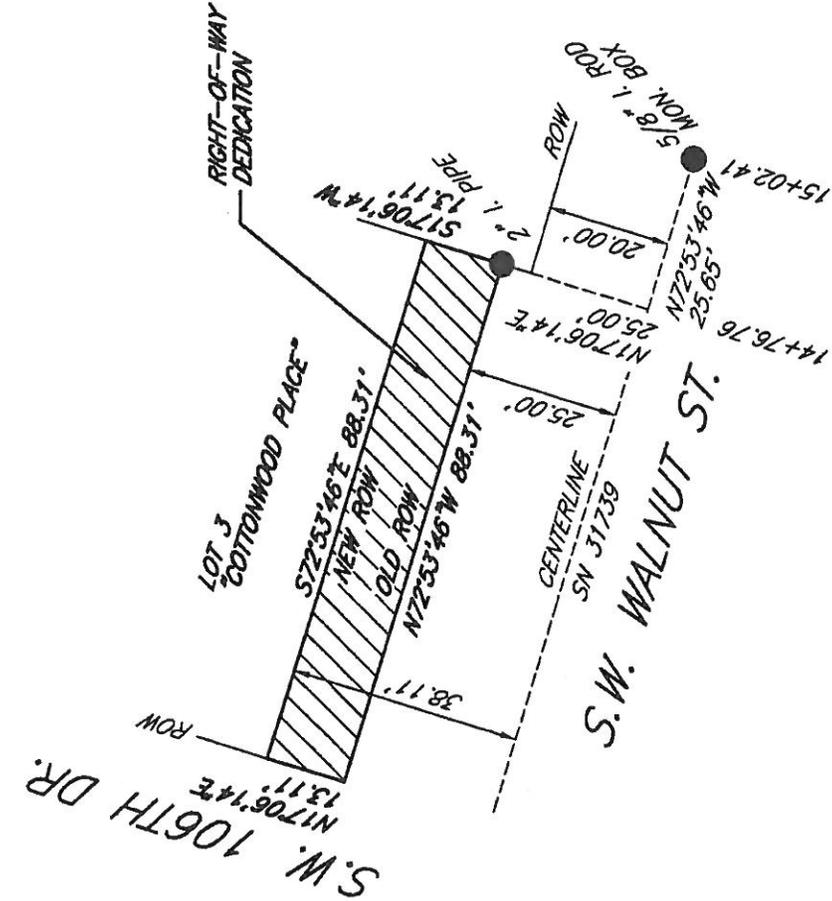
*EXP. 6/30/2014*

# EXHIBIT "A-2" RIGHT-OF-WAY DEDICATION. VICINITY MAP

A 13.11-FOOT WIDE STRIP OF LAND IN LOT 3, "COTTONWOOD PLACE", SITUATED IN THE N.E. 1/4 OF SEC. 3, T.2S, R.1W., W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "A-1" RIGHT-OF-WAY DEDICATION DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 12440 S.W. 106TH DR. AND T.L. 190.3, MAP NO. 25 1 0344.
3. RIGHT-OF-WAY DEDICATION CONTAINS 1,158 SQUARE FEET.



SCALE 1"=30'  
6/21/2013



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Neal L. Vescoigni*

OREGON  
MARCH 20, 1986  
NEAL L. VESCOGNI  
2204

RENEWAL DATE 6/30/2014

**NLV SERVICES, INC.**  
SURVEYING - MAPPING

5108 S.E. LOGUS ROAD  
MILWAUKEE, OREGON 97222  
PHONE 503-329-5703  
FAX 503-654-1727

**NLV SERVICES, INC.**  
**SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “B-1” RIGHT-OF-WAY DEDICATION DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 03AA.
2. Deed Document No. 95014663
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “B-2”, Right-Of-Way Dedication, Vicinity Map, accompanying this document.

Right-Of-Way Dedication

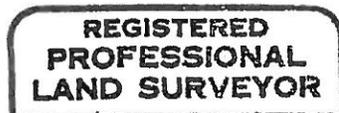
A 18 foot wide strip of land situated in the N.E. ¼ of Sec. 3, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for public roadway purposes being more particularly described as follows:

Beginning at the S.W. corner of that tract of land conveyed to the Glen Richards Haddock Family Trust by deed recorded March 6, 1995 as Document No. 95014663, also being a point on the northerly right-of-way line of S.W. Walnut St. which bears N72°53’46”W 25.65 feet and N17°06’14”E 20.00 feet from a 5/8-inch iron rod in a monument box at station 15+02.41 in Survey No. 31739; thence N17°06’14”E 18.00 feet along the westerly line of said Haddock tract; thence S72°53’46”E 25.70 feet; thence S72°44’46”E 153.62 feet to a point on the easterly line of said Haddock tract and the westerly line of that tract of land conveyed to the City of Tigard by deed recorded October 2, 2012 as Document No. 2012-082825; thence S21°40’14”W 18.05 feet along said Haddock/Tigard line to a point on said northerly right-of-way line and the southerly line of said Haddock tract; thence N72°44’46”W 152.21 feet along said right-of-way/Haddock line; thence N72°53’46”W 25.68 feet along said right-of-way/Haddock line to the point of beginning.

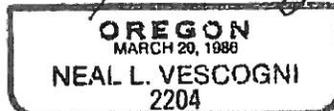
Right-Of-Way Dedication contains 3,214 square feet.

Property Owner

Glen Richards Haddock Family Trust  
10495 S.W. Walnut St.  
Tigard, OR 97223



*Neal L. Vescoigni*



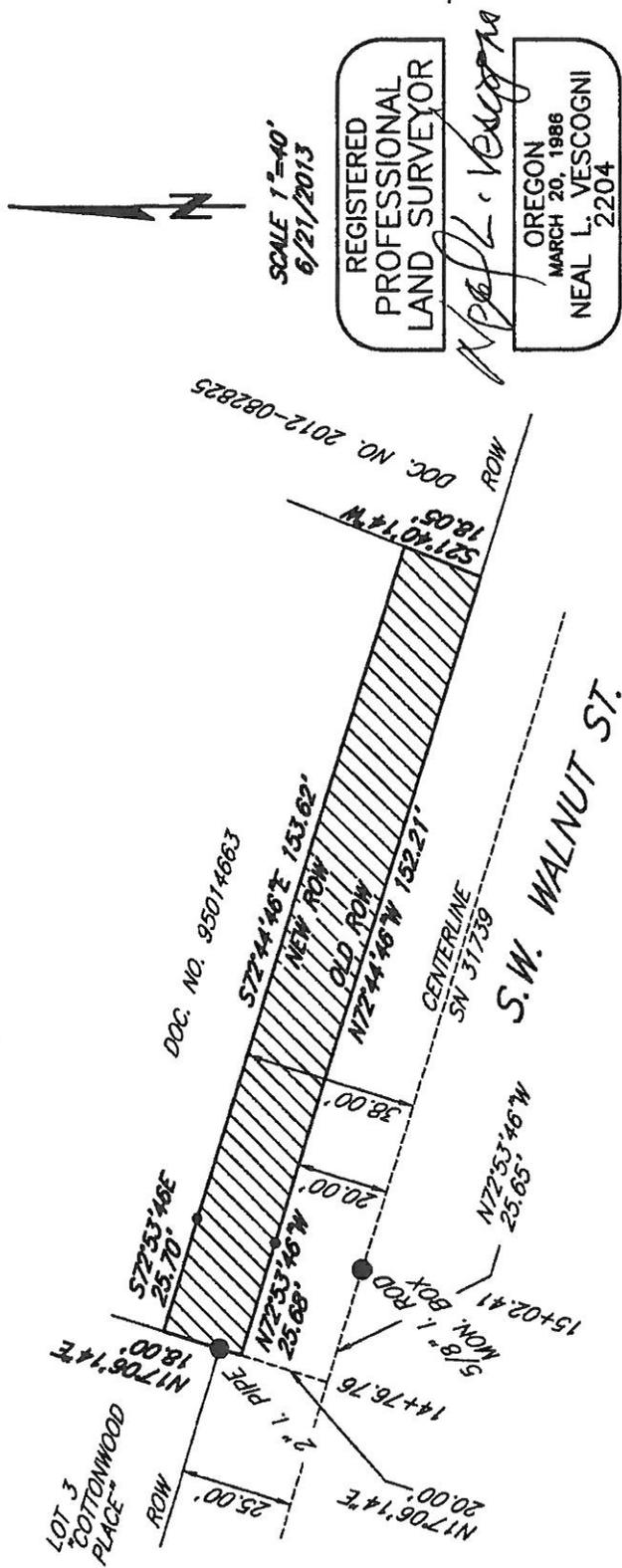
*EXP. 6/30/2014*

# EXHIBIT "B-2" RIGHT-OF-WAY DEDICATION. VICINITY MAP

A 18.00-FOOT WIDE STRIP OF LAND, SITUATED IN THE N.E. 1/4 OF SEC. 3, T.2S, R.1W, W.M., CITY OF TICARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "B-1" RIGHT-OF-WAY DEDICATION DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 10495 S.W. WALNUT ST. AND T.L. 1900, MAP NO. 25 1 034A.
3. RIGHT-OF-WAY DEDICATION CONTAINS 3,214 SQUARE FEET.



**NLV SERVICES, INC.**  
SURVEYING - MAPPING

5108 S.E. LOGUS ROAD  
MILWAUKEE, OREGON 97222  
PHONE 503-329-5703  
FAX 503-654-1727

**NLV SERVICES, INC.**  
**SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “C-1” SLOPE EASEMENT DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 03AA.
2. Deed Document No. 95014663
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “C-2”, Slope Easement, Vicinity Map, accompanying this document.

Slope Easement

A tract of land situated in the N.E. ¼ of Sec. 3, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for the purpose of constructing, repairing and maintaining slopes associated with roadway, sidewalk and storm sewer construction, being more particularly described as follows:

Beginning at a point on the northerly line of a proposed 18 foot wide right-of-way dedication located in that tract of land conveyed to the Glen Richards Haddock Family Trust by deed recorded March 6, 1995 as Document No. 95014663 which bears N72°53’46”W 25.65 feet, N17°06’14”E 38.00 feet, S72°53’46”E 25.70 feet and S72°44’46”E 3.62 feet from a 5/8-inch iron rod in a monument box at station 15+02.41 in Survey No. 31739; thence S86°54’30”E 71.53 feet; thence S72°44’46”E 82.00 feet to a point on the easterly line of said Haddock tract and the westerly line of that tract of land conveyed to the City of Tigard by deed recorded October 2, 2012 as Doc. No. 2012-082825; thence S21°40’14”W 17.55 feet along said Haddock/Tigard line to a point on the northerly line of said proposed right-of-way dedication; thence N72°44’46”W 150.00 feet along said northerly line to the point of beginning.

Slope Easement contains 2,030 square feet.

Property Owner

Glen Richards Haddock Family Trust  
10495 S.W. Walnut St.  
Tigard, OR 97223



*Neal L. Vescoigni*



*EXP 6/30/2014*

# EXHIBIT "C-2" SLOPE EASEMENT. VICINITY MAP

A TRACT OF LAND, SITUATED IN THE N.E. 1/4 OF SEC. 3, T.2S, R.1W, W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "C-1" SLOPE EASEMENT DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 10495 S.W. WALNUT ST. AND T.I.L. 1900, MAP NO. 2S 1 0344.
3. SLOPE EASEMENT CONTAINS 2,030 SQUARE FEET.



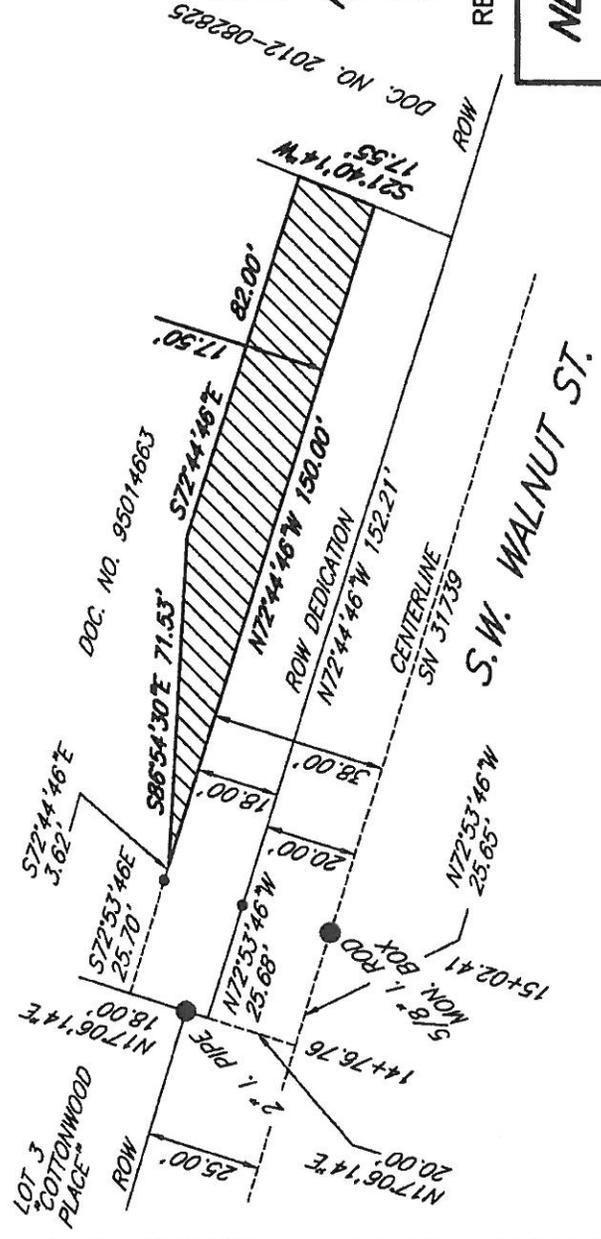
SCALE 1"=40'  
6/21/2013

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Neal L. Vescoigni*  
OREGON  
MARCH 20, 1986  
NEAL L. VESCOGNI  
2204

RENEWAL DATE 6/30/2014

**NLV SERVICES, INC.**  
SURVEYING - MAPPING

5108 S.E. LOGUS ROAD  
MILWAUKEE, OREGON 97222  
PHONE 503-329-5703  
FAX 503-654-1727



DOC. NO. 2012-082825

**NLV SERVICES, INC.**  
**SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “D-1” RIGHT-OF-WAY DEDICATION DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 02BC.
2. Deed Document No. 2005-010186
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “D-2”, Right-Of-Way Dedication, Vicinity Map, accompanying this document.

Right-Of-Way Dedication

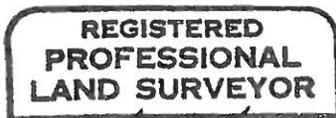
A 18 foot wide strip of land situated in the N.W. ¼ of Sec. 2, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for public roadway purposes being more particularly described as follows:

Beginning at the N.E. corner of that tract of land conveyed to Penny N. Ott by deed recorded January 28, 2005 as Doc. No. 2005-010186, also being a point on the southerly right-of-way line of S.W. Walnut St. which bears N72°53’46”W 11.71 feet and S17°06’14”W 20.00 feet from a 5/8-inch iron rod in a monument box at centerline station 15+02.41 set in Survey No. 31739; thence S47°27’34”W 20.86 feet along the easterly line of said Ott tract to a point on the westerly line of Tract “A”, “Yolo Estates”; thence N72°53’46”W 144.96 feet to a point on the westerly line of said Ott tract and a point on the easterly line of that tract of land conveyed to Brenda S. and James L. Thomas by deed recorded May 31, 2005 as Doc. No. 2005-061404; thence N17°06’14”E 18.00 feet along said Ott/Thomas line to the N.W. corner of the Ott tract on said southerly right-of-way line; thence S72°53’46”E 155.50 feet along said southerly right-of-way line to the point of beginning.

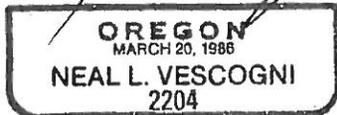
Right-Of-Way Dedication contains 2,704 square feet.

Property Owner

Penny N. Ott  
10540 S.W. Walnut St.  
Tigard, OR 97223



*Neal L. Vescogni*



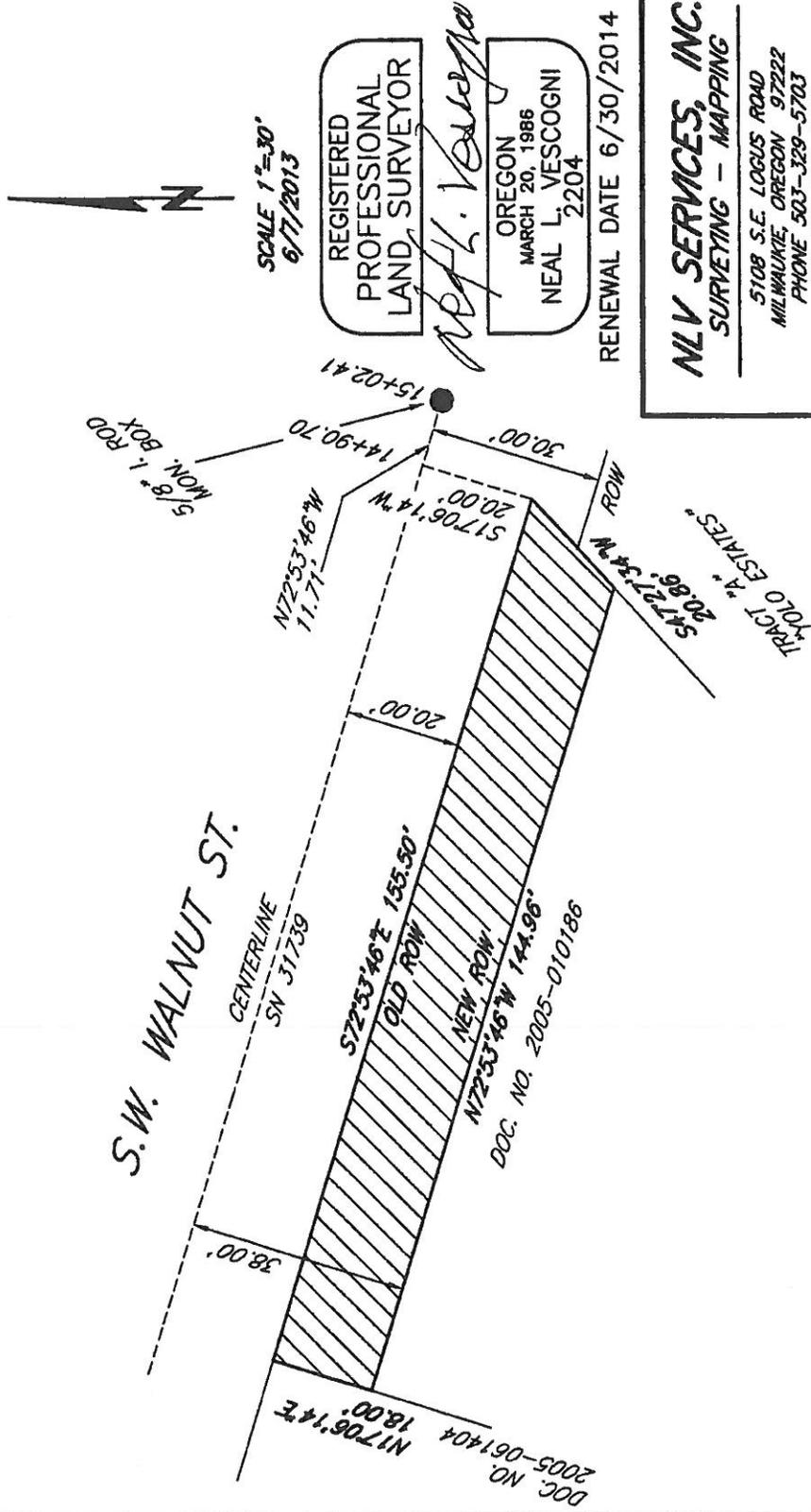
*EXP. 6/30/2014*

# EXHIBIT "D-2" RIGHT-OF-WAY DEDICATION. VICINITY MAP

A 18.00-FOOT WIDE STRIP OF LAND, SITUATED IN THE N.W. 1/4 OF SEC. 2, T.2S, R.1W, W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "D-1" RIGHT-OF-WAY DEDICATION DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 10540 S.W. WALNUT ST. AND T.L. 2001, MAP NO. 2S 1 02BC.
3. RIGHT-OF-WAY DEDICATION CONTAINS 2,704 SQUARE FEET.



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Neal L. Vesco*

OREGON  
MARCH 20, 1986  
NEAL L. VESCOGNI  
2204

RENEWAL DATE 6/30/2014

**NLV SERVICES, INC.**  
SURVEYING - MAPPING

5108 S.E. LOGUS ROAD  
MILWAUKEE, OREGON 97222  
PHONE 503-329-5703  
FAX 503-634-1727

DOC. NO. 2005-061404 18.00'  
N706'14"E

DOC. NO. 2005-010186

**NLV SERVICES, INC.**  
**SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “E-1” SLOPE EASEMENT DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 02BC.
2. Deed Document No. 2005-010186
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “E-2”, Slope Easement, Vicinity Map, accompanying this document.

Slope Easement

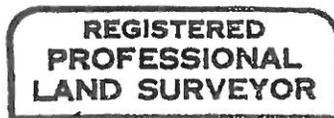
A 6.50 foot wide strip of land situated in the N.W. ¼ of Sec. 2, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for the purpose of constructing, repairing and maintaining slopes associated with roadway, sidewalk and storm sewer construction, being more particularly described as follows:

Beginning at a point on the southerly line of a proposed 18 foot wide right-of-way dedication located in that tract of land conveyed to Penny N. Ott by deed recorded January 28, 2005 as Doc. No. 2005-010186, also being a point on the westerly line of said Ott tract and a point on the easterly line of that tract of land conveyed to Brenda S. and James L. Thomas by deed recorded May 31, 2005 as Doc. No. 2005-061404; thence S72°53’46”E 144.96 feet along said southerly line to a point on the easterly line of said Ott tract and the westerly line of Tract “A” conveyed to the City of Tigard on the plat of “Yolo Estates” which bears N72°53’46”W 11.71 feet, S17°06’14”W 20.00 feet and S47°27’34”W 20.86 feet from a 5/8-inch iron rod in a monument box at centerline station 15+02.41 set in Survey No. 31739; thence S47°27’34”W 7.53 feet along said Ott/Tigard line; thence N72°53’46”W 141.15 feet to a point on said Ott/ Thomas line; thence N17°06’14”E 6.50 feet along said line to the point of beginning.

Slope Easement contains 929 square feet.

Property Owner

Penny N. Ott  
10540 S.W. Walnut St.  
Tigard, OR 97223



*Neal L. Vesogni*



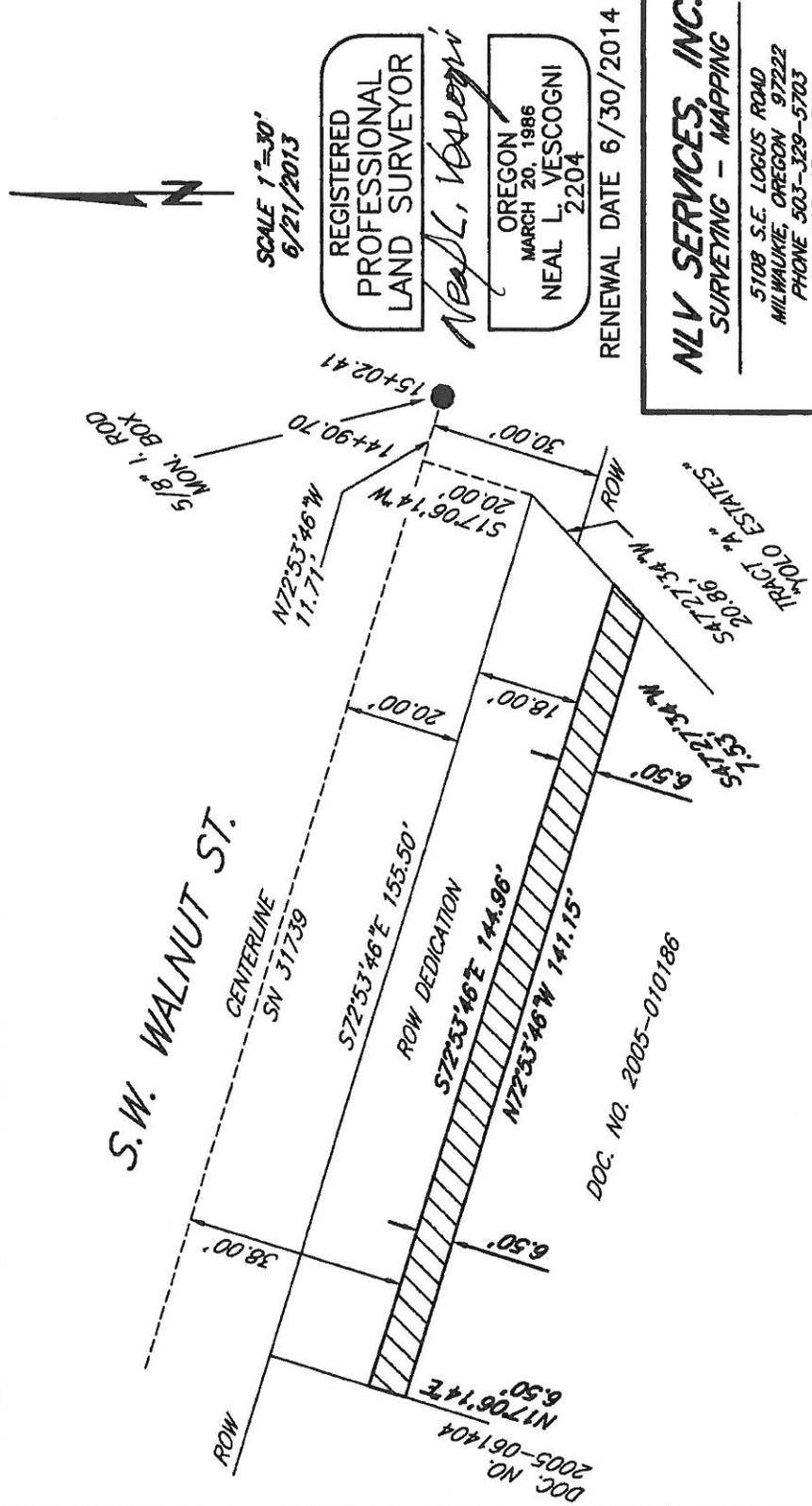
*EXP. 6/30/2014*

**EXHIBIT "E-2" SLOPE EASEMENT. VICINITY MAP**

A 6.50-FOOT WIDE STRIP OF LAND, SITUATED IN THE N.W. 1/4 OF SEC. 2, T.2S, R.1W., W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "E-1" SLOPE EASEMENT DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 10540 S.W. WALNUT ST. AND T.L. 2001, MAP NO. 2S 1 02BC.
3. SLOPE EASEMENT CONTAINS 929 SQUARE FEET.



SCALE 1"=30'  
6/21/2013

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Neal L. Vescoigni*  
OREGON  
MARCH 20, 1986  
NEAL L. VESCOGNI  
2204

RENEWAL DATE 6/30/2014

**NLV SERVICES, INC.**  
SURVEYING - MAPPING  
5108 S.E. LOGUS ROAD  
MILWAUKIE, OREGON 97222  
PHONE 503-329-5703  
FAX 503-654-1727

DOC. NO. 2005-010186

DOC. NO. 2005-061404  
N17°06'14"E  
6.50'

**NLV SERVICES, INC.**  
**SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “F-1” SLOPE EASEMENT DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 02BC.
2. Deed Document No. 2003-157450
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “F-2”, Slope Easement, Vicinity Map, accompanying this document.

Slope Easement

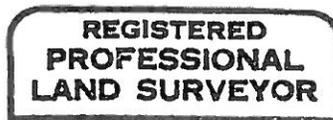
A tract of land in Lot 1, “Yolo Estates” situated in the N.W. ¼ of Sec. 2, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for the purpose of constructing, repairing and maintaining slopes associated with roadway, sidewalk and storm sewer construction, being more particularly described as follows:

Beginning at a point on the southerly line of a proposed 8 foot wide right-of-way dedication located in that tract of land conveyed to Sejis Gonzales by deed recorded September 16, 2003 as Doc. No. 2003-157450, also being a point on the westerly line of Lot 1 and the easterly line of Tract “A” which bears S72°44’46”E 107.26 feet, S17°15’14”W 32.85 feet and S43°14’21”W 8.66 feet from a 5/8-inch iron rod in a monument box at centerline station 15+02.41 set in Survey No. 31739; thence along the southerly line of said right-of-way dedication 33.69 feet on a 1,492.00 foot radius curve to the right, the chord of which bears S68°41’37”E 33.69 feet; thence S21°57’37”W 14.00 feet; thence N68°27’31”W 8.98 feet to a point on the southerly line of Lot 1; thence N40°48’29”W 28.14 feet along said southerly line to a point on the easterly line of Tract “A” and the westerly line of Lot 1; thence N43°14’21”E 0.86 feet along said line to the point of beginning.

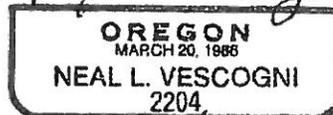
Slope Easement contains 312 square feet.

Property Owner

Sejis Gonzales  
12515 S.W. Pathfinder Ct.  
Tigard, OR 97223



*Neal L. Vescozni*



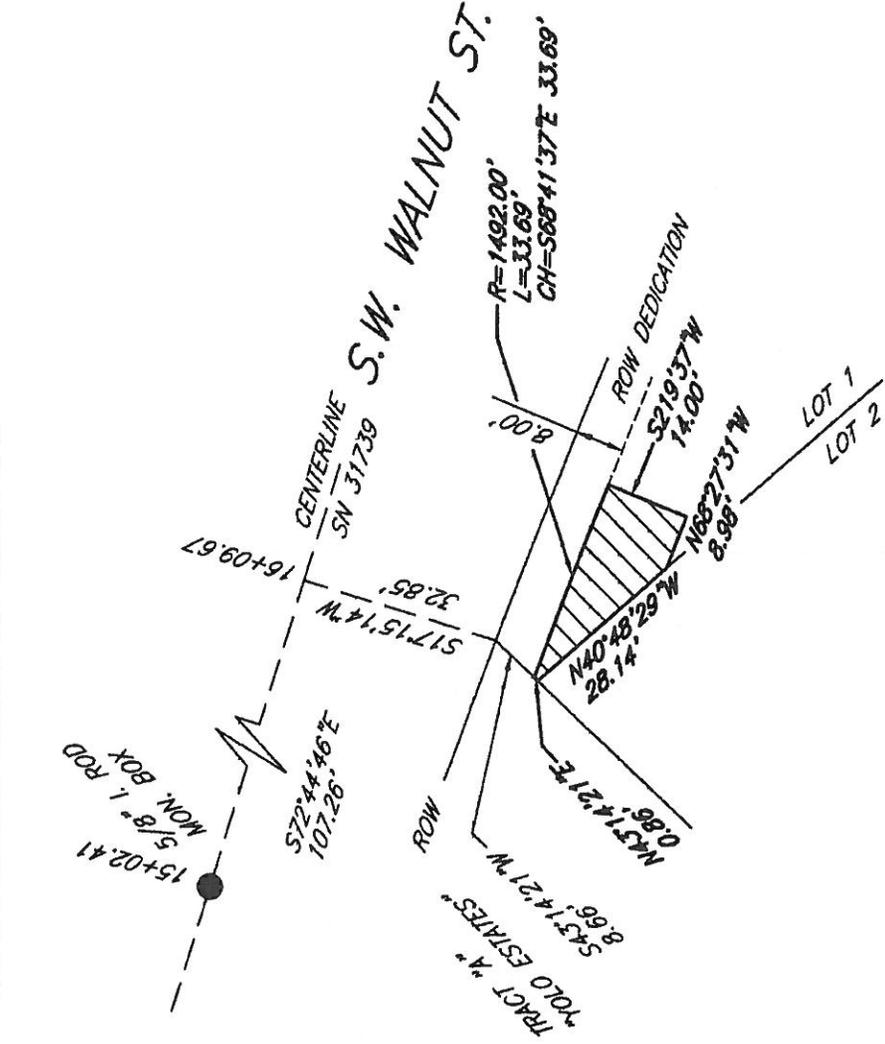
*EXP. 6/30/2014*

# EXHIBIT "F-2" SLOPE EASEMENT, VICINITY MAP

A TRACT OF LAND IN LOT 1, "YOLO ESTATES", SITUATED IN THE N.W. 1/4 OF SEC. 2, T.2S, R.1W, W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "F-1" SLOPE EASEMENT DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 12515 S.W. PATHFINDER CT., T.L. 5200, MAP NO. 2S 1 02BC.
3. SLOPE EASEMENT CONTAINS 312 SQUARE FEET.



SCALE 1"=30'  
6/21/2013



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Neal L. Vesco*

OREGON  
MARCH 20, 1986  
NEAL L. VESCOGNI  
2204

RENEWAL DATE 6/30/2014

**NLV SERVICES, INC.**  
SURVEYING - MAPPING

5108 S.E. LOGUS ROAD  
MILWAUKEE, OREGON 97222  
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FAX 503-654-1727

**NLV SERVICES, INC.**  
**SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “G-1” SLOPE EASEMENT DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 02BC.
2. Deed Document No. 2011-019672
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “G-2”, Slope Easement, Vicinity Map, accompanying this document.

Slope Easement

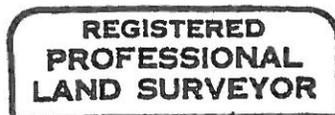
A tract of land in Lot 2, “Yolo Estates” situated in the N.W. ¼ of Sec. 2, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for the purpose of constructing, repairing and maintaining slopes associated with roadway, sidewalk and storm sewer construction, being more particularly described as follows:

Beginning at the N.W. corner of Lot 2, also being a point on the easterly line of Tract “A” and the N.W. corner of that tract of land conveyed to the Craig L. and June E. Cooley Trusts by deed recorded March 9, 2011 as Doc. No. 2011-019672 which bears S72°44’46”E 107.26 feet, S17°15’14”W 32.85 feet and S43°14’21”W 9.52 feet from a 5/8-inch iron rod in a monument box at centerline station 15+02.41 set in Survey No. 31739; thence S40°48’29”E 28.14 feet along the northerly line of Lot 2; thence N68°27’31”W 30.13 feet to a point on the westerly line of Lot 2 and the easterly line of Tract “A”; thence N43°14’21”E 14.06 feet along said line to the point of beginning.

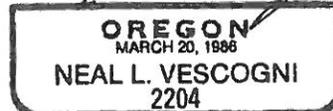
Slope Easement contains 197 square feet.

Property Owner

Craig L. and June E. Cooley Trusts  
12535 S.W. Pathfinder Ct.  
Tigard, OR 97223



*Neal L. Vesco*



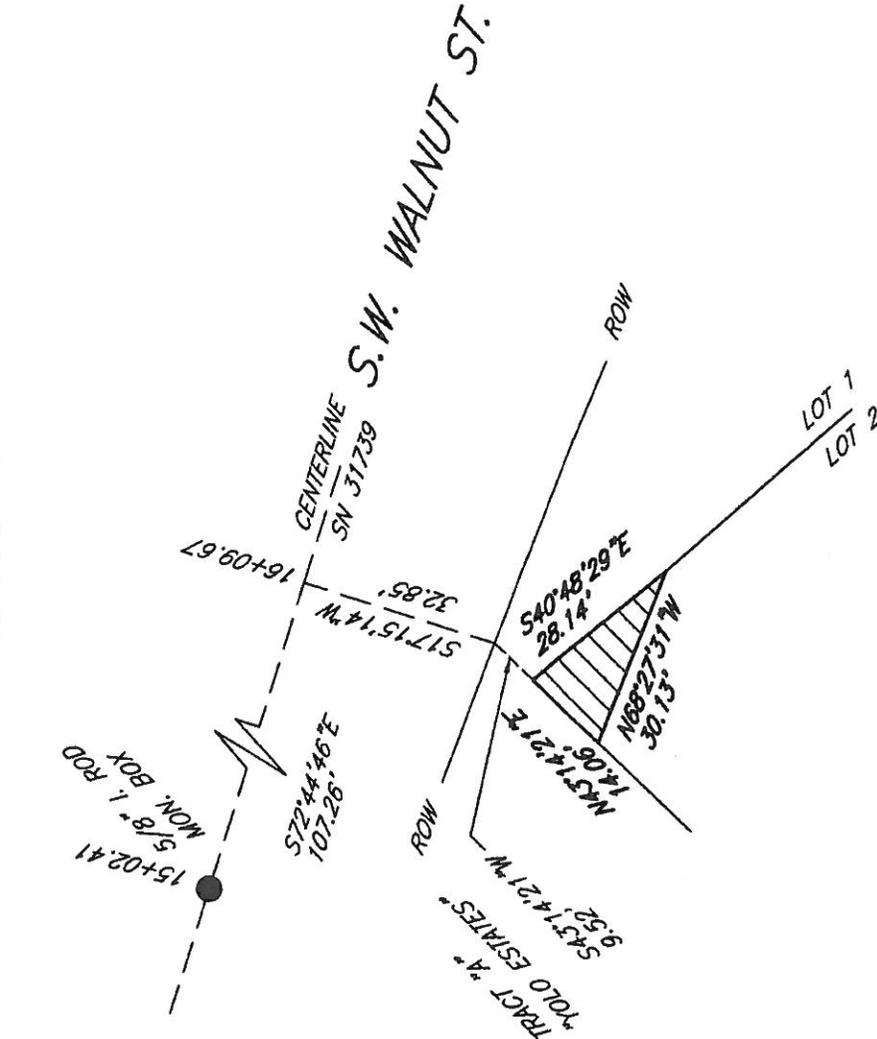
*Exp. 6/30/2014*

# EXHIBIT "G-2" SLOPE EASEMENT, VICINITY MAP

A TRACT OF LAND IN LOT 2, "YOLO ESTATES", SITUATED IN THE N.W. 1/4 OF SEC. 2, T.2S, R.1W, W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "G-1" SLOPE EASEMENT DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 12535 S.W. PATHFINDER CT., T.L. 5300, MAP NO. 2S 1 02B.C.
3. SLOPE EASEMENT CONTAINS 197 SQUARE FEET.



SCALE 1"=30'  
6/21/2013

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Neal L. Vesco*  
OREGON  
MARCH 20, 1986  
NEAL L. VESCOGNI  
2204

RENEWAL DATE 6/30/2014

**NLV SERVICES, INC.**  
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5108 S.E. LOGUS ROAD  
MILWAUKEE, OREGON 97222  
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FAX 503-654-1727

**NLV SERVICES, INC.  
SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222  
PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “H-1” RIGHT-OF-WAY DEDICATION DESCRIPTION  
(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 02BC.
2. Deed Document No. 2003-157450
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “H-2”, Right-Of-Way Dedication, Vicinity Map, accompanying this document.

Right-Of-Way Dedication

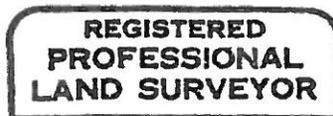
A 8 foot wide strip of land in Lot 1, “Yolo Estates” situated in the N.W. ¼ of Sec. 2, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for public roadway purposes being more particularly described as follows:

Beginning at the N.W. corner of Lot 1 conveyed to Sejis Gonzales by deed recorded September 16, 2003 as Doc. No. 2003-157450, also being a point on the easterly line of Tract “A” and a point on the southerly right-of-way line of S.W. Walnut St. which bears S72°44’46”E 107.26 feet and S17°15’14”W 32.85 feet from a 5/8-inch iron rod in a monument box at centerline station 15+02.41 set in Survey No. 31739; thence along the southerly line of said right-of-way 162.90 feet on a 1,500.00 foot radius curve to the right, the chord of which bears S66°06’09”E 162.82 feet; thence along the westerly right-of-way line of S.W. Pathfinder Ct. 16.34 feet on a 15.00 foot radius curve to the right, the chord of which bears S31°46’13”E 15.55 feet; thence 178.63 feet along a 1,492.00 foot radius curve to the left, the chord of which bears N65°54’39”W 178.53 feet to a point on the westerly line of Lot 1 and the easterly line of Tract “A”; thence N43°14’21”E 8.66 feet along said line to the point of beginning.

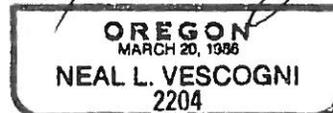
Right-Of-Way Dedication contains 1,388 square feet.

Property Owner

Sejis Gonzales  
12515 S.W. Pathfinder Ct.  
Tigard, OR 97223



*Neal L. Vescoigni*



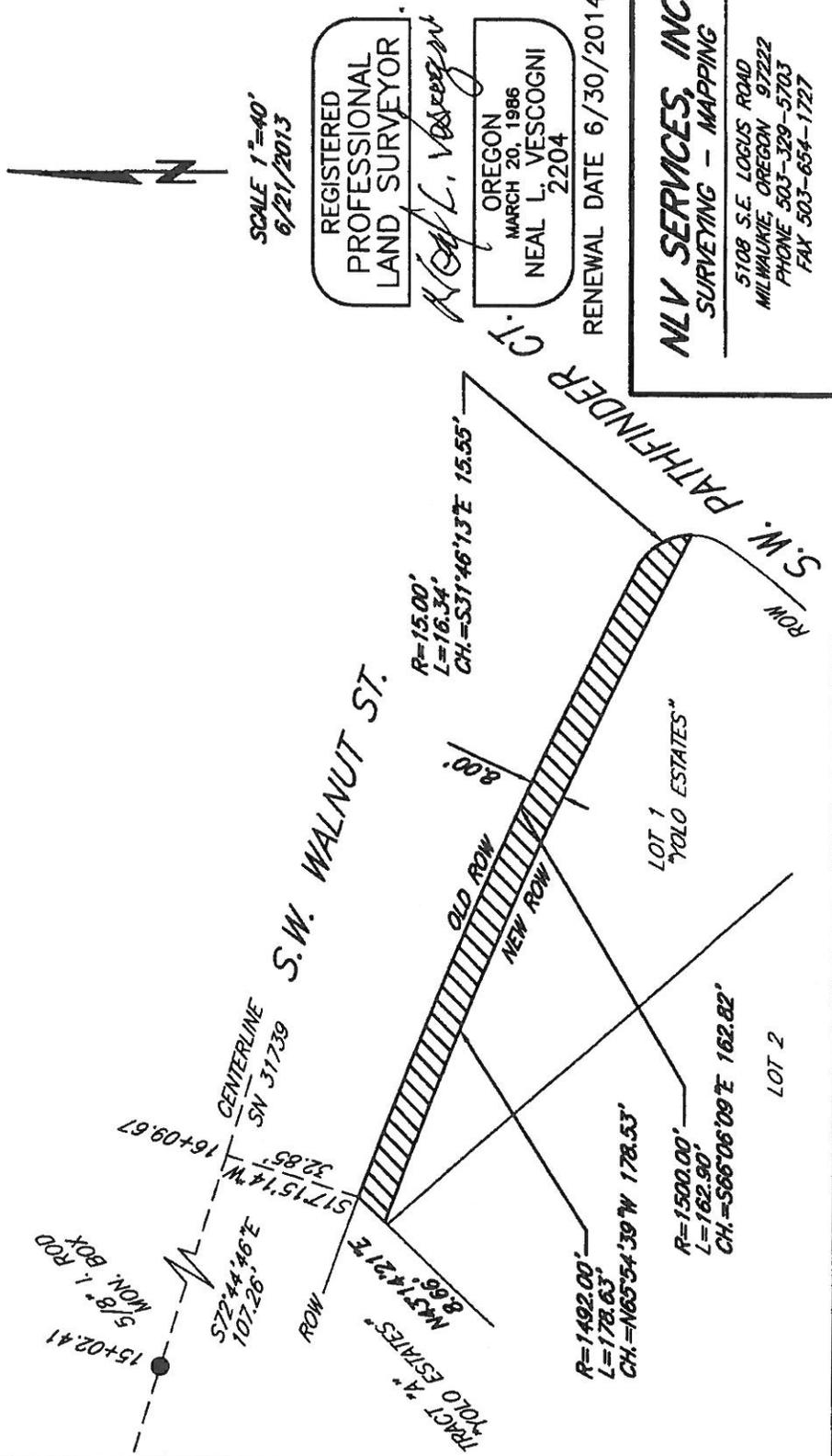
*EXP. 6/30/2014*

# EXHIBIT "H-2" RIGHT-OF-WAY DEDICATION, VICINITY MAP

A 8.00-FOOT WIDE STRIP OF LAND IN LOT 1, "YOLO ESTATES", SITUATED IN THE N.W. 1/4 OF SEC. 2, T.2S, R.1W, W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "H-1" RIGHT-OF-WAY DEDICATION DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 12515 S.W. PATHFINDER CT., T.L. 5200, MAP NO. 25 1 028C.
3. RIGHT-OF-WAY DEDICATION CONTAINS 1,388 SQUARE FEET.



**NLV SERVICES, INC.**  
 SURVEYING - MAPPING  
 5108 S.E. LOGUS ROAD  
 MILWAUKIE, OREGON 97222  
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 FAX 503-654-1727

**NLV SERVICES, INC.**  
***SURVEYING – MAPPING***

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT "I-1" UTILITY EASEMENT DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor's Map No. 2S 1 03AA.
2. Deed Document No. 95014663
3. Survey No. 31739, Washington County Surveyor's Office.
4. Exhibit "I-2", Utility Easement, Vicinity Map, accompanying this document.

Utility Easement

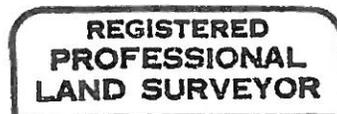
A tract of land situated in the N.E. ¼ of Sec. 3, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for the purpose of constructing, repairing and maintaining storm and sanitary piping and appurtenances being more particularly described as follows:

Beginning at a point on the northerly line of a proposed 18 foot wide right-of-way dedication located in that tract of land conveyed to the Glen Richards Haddock Family Trust by deed recorded March 6, 1995 as Document No. 95014663 which bears N72°53'46"W 25.65 feet, N17°06'14"E 38.00 feet, S72°53'46"E 25.70 feet and S72°44'46"E 74.62 feet from a 5/8-inch iron rod in a monument box at station 15+02.41 in Survey No. 31739; thence N70°00'31"E 105.43 feet to a point on the easterly line of said Haddock tract and the westerly line of that tract of land conveyed to the City of Tigard by deed recorded October 2, 2012 as Document No. 2012-082825; thence S21°40'14"W 64.00 feet along said Haddock/Tigard line to a point on the northerly line of said proposed right-of-way dedication; thence N72°44'46"W 79.00 feet along said northerly line to the point of beginning.

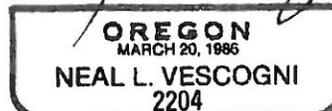
Utility Easement contains 2,520 square feet.

Property Owner

Glen Richards Haddock Family Trust  
10495 S.W. Walnut St.  
Tigard, OR 97223



*Neal L. Vescoigni*



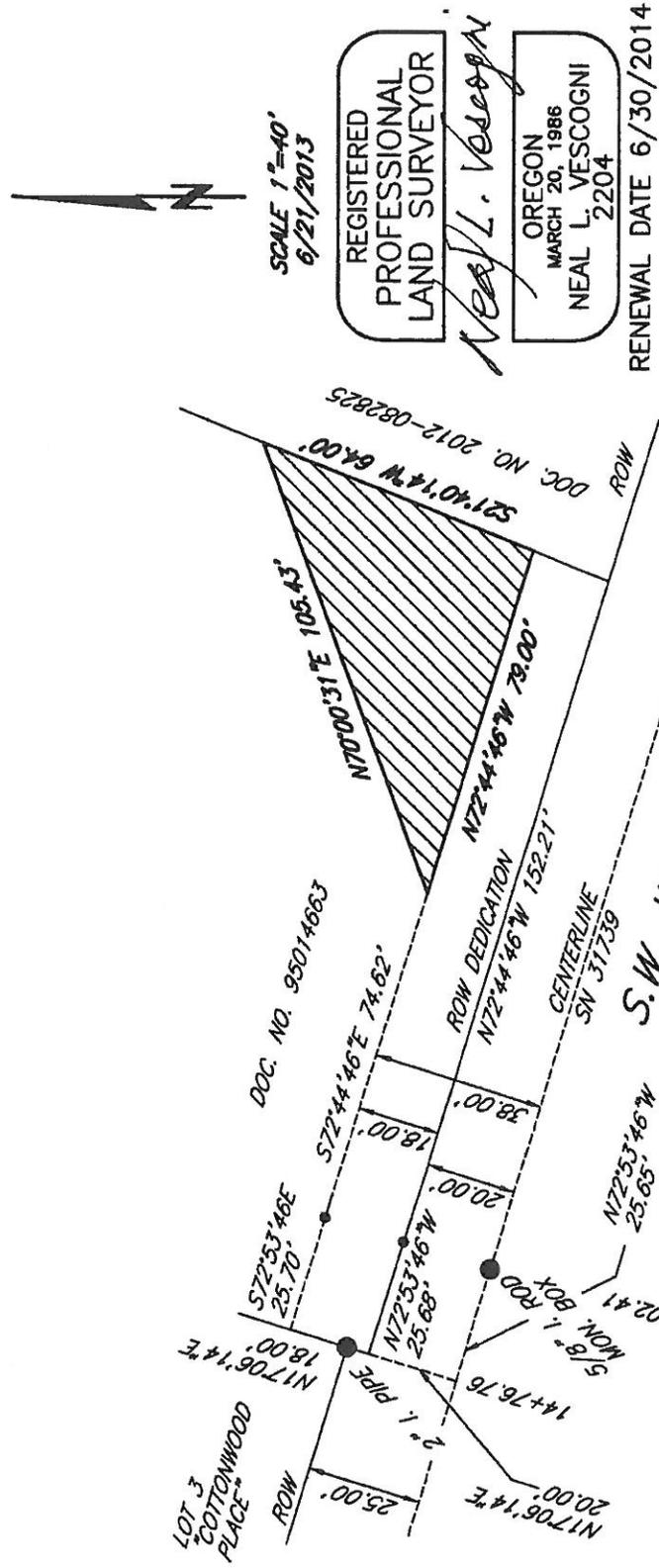
*EXP. 6/30/2014*

# EXHIBIT 7-2" UTILITY EASEMENT. VICINITY MAP

A TRACT OF LAND, SITUATED IN THE N.E. 1/4 OF SEC. 3, T.2S, R.1W., W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT 7-1" UTILITY EASEMENT DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 10495 S.W. WALNUT ST. AND T.L. 1900, MAP NO. 2S 1 034A.
3. UTILITY EASEMENT CONTAINS 2,520 SQUARE FEET.



**NLV SERVICES, INC.**  
 SURVEYING - MAPPING  
 5108 S.E. LOGUS ROAD  
 MILWAUKIE, OREGON 97222  
 PHONE 503-329-5703  
 FAX 503-654-1727

**NLV SERVICES, INC.**  
**SURVEYING – MAPPING**

**5108 S.E. LOGUS ROAD, MILWAUKIE, OREGON 97222**  
**PHONE 503-329-5703 FAX 503-654-1727**

**EXHIBIT “J-1” TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**  
**(For attachment to legal instrument)**

Date: June 21, 2013

Reference Documents

1. Washington County Assessor’s Map No. 2S 1 03AA.
2. Deed Document No. 95014663
3. Survey No. 31739, Washington County Surveyor’s Office.
4. Exhibit “J-2”, Temporary Construction Easement, Vicinity Map, accompanying this document.

Temporary Construction Easement

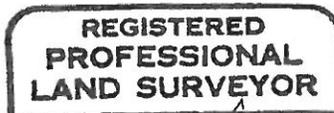
A tract of land situated in the N.E. ¼ of Sec. 3, T.2S., R.1W., W.M., City of Tigard, Washington Co., Oregon for the purpose of constructing, repairing and maintaining storm and sanitary piping and appurtenances, to expire at the end of construction, being more particularly described as follows:

Beginning at a point on the northerly line of a proposed 18 foot wide right-of-way dedication located in that tract of land conveyed to the Glen Richards Haddock Family Trust by deed recorded March 6, 1995 as Document No. 95014663 which bears N72°53’46”W 25.65 feet, N17°06’14”E 38.00 feet, S72°53’46”E 25.70 feet and S72°44’46”E 66.62 feet from a 5/8-inch iron rod in a monument box at station 15+02.41 in Survey No. 31739; thence N37°15’14”E 156.44 feet to a point on the northerly line of said Haddock tract and the southerly line of “Cottonwood Place”; thence S72°44’46”E 44.85 feet along said Haddock/”Cottonwood Place” line to a point on the easterly line of said Haddock tract and the westerly line of that tract of land conveyed to the City of Tigard by deed recorded October 2, 2012 as Document No. 2012-082825; thence S21°40’14”W 147.44 feet along said Haddock/Tigard line to a point on the northerly line of said proposed right-of-way dedication; thence N72°44’46”W 87.00 feet along said northerly line to the point of beginning.

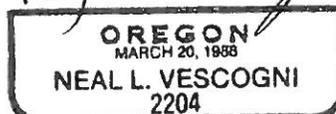
Temporary Construction Easement contains 9,691 square feet.

Property Owner

Glen Richards Haddock Family Trust  
10495 S.W. Walnut St.  
Tigard, OR 97223



*Neal L. Vesco*



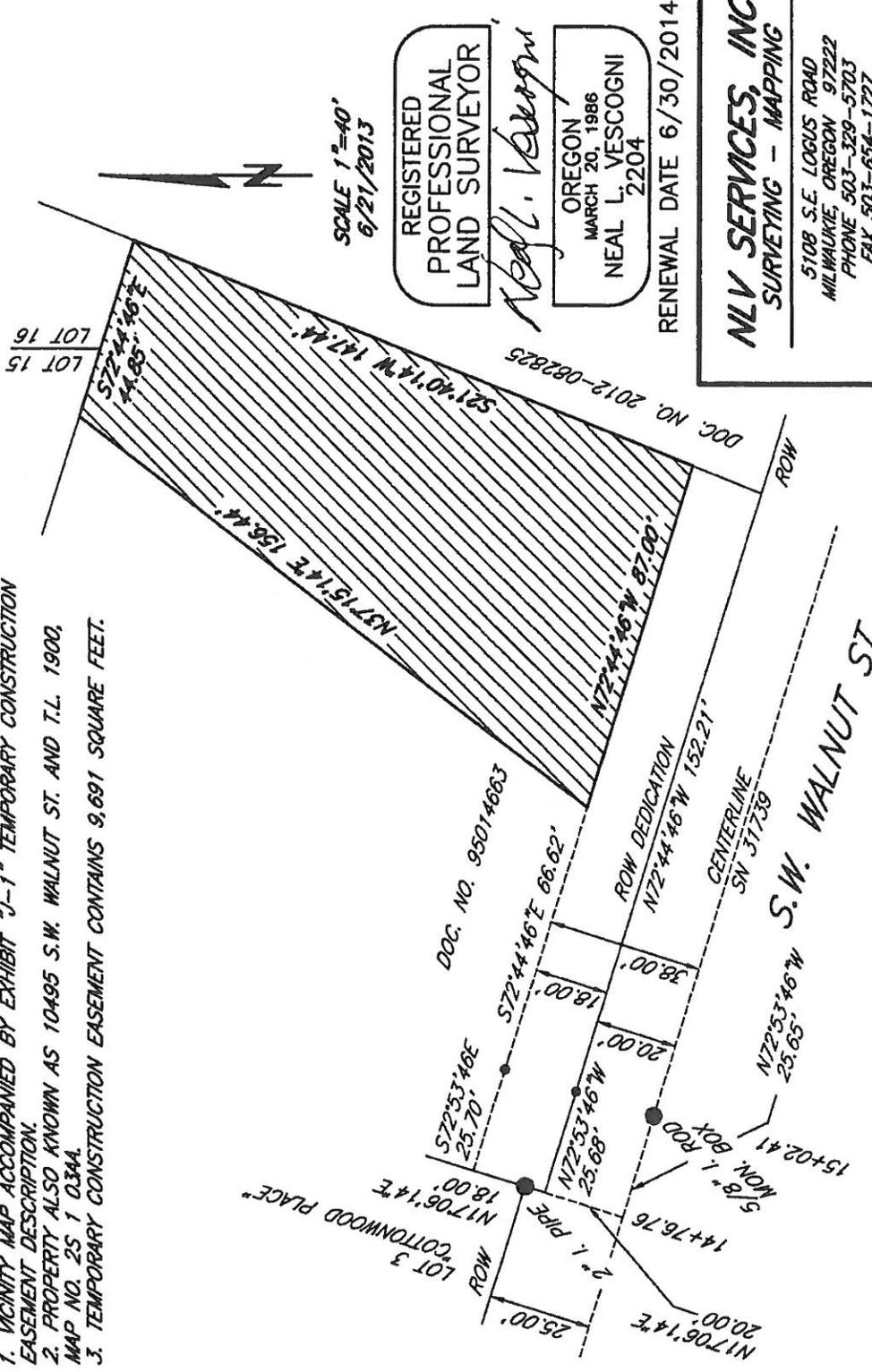
*EXP. 6/30/2014*

# EXHIBIT "J-2" TEMPORARY CONSTRUCTION EASEMENT, VICINITY MAP

A TRACT OF LAND, SITUATED IN THE N.E. 1/4 OF SEC. 3, T.2S, R.1W, W.M., CITY OF TIGARD, WASHINGTON COUNTY, OREGON.  
 "COTTONWOOD PLACE"

**NOTES:**

1. VICINITY MAP ACCOMPANIED BY EXHIBIT "J-1" TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.
2. PROPERTY ALSO KNOWN AS 10495 S.W. WALNUT ST. AND T.L. 1900, MAP NO. 25 1 034A.
3. TEMPORARY CONSTRUCTION EASEMENT CONTAINS 9,691 SQUARE FEET.



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
*Neal L. Vescozni*  
 OREGON  
 MARCH 20, 1986  
 NEAL L. VESCOZNI  
 2204

RENEWAL DATE 6/30/2014

**NLV SERVICES, INC.**  
 SURVEYING - MAPPING  
 5108 S.E. LOGUS ROAD  
 MILWAUKEE, OREGON 97222  
 PHONE 503-329-5703  
 FAX 503-654-1727

**AIS-1419**

**Business Meeting**

**Meeting Date:** 09/10/2013  
**Length (in minutes):** 5 Minutes  
**Agenda Title:** Contract Award - Water System Improvements Design Services  
**Prepared For:** Joseph Barrett  
**Submitted By:** Joseph Barrett, Financial and Information Services  
**Item Type:** Motion Requested **Meeting Type:** Local Contract Review Board

**Public Hearing** No  
**Newspaper Legal Ad Required?:**  
**Public Hearing Publication**  
**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the Local Contract Review Board award a contract for planning, design, and construction management services for upcoming water system improvements to Murray, Smith, and Associates?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends that the Local Contract Review Board award the contract for planning, design, and construction management services for upcoming water system improvements to Murray, Smith, and Associates for a base amount of \$485,548 with \$112,534 in additional services possible and authorize the City Manager to take all steps necessary to execute said agreement.

**KEY FACTS AND INFORMATION SUMMARY**

The city's aquifer storage and recovery (ASR) program began in 2001 with the drilling of ASR 1. In 2006, the city completed the construction of the ASR 2 facility and in 2007 the city drilled and tested ASR 3. This project has three phases as follows:

1. Construction of new facilities to make ASR Well 3 operational
2. Improvements to existing ASR 2 facilities
3. Connection of two pressure zones to improve storage and distribution from ASR 3.

Key work to be done

The proposed scope of work includes professional services to assist the city with the permitting, planning, design, and construction management for all three phases of the project, (see below for project work plan and scope of work) It might be too much detail but I thought I would include it for your use.

The city issued a Qualification Based Solicitation (QBS) Request for Proposal for the engineering project in late March of this year. Under a QBS process, selection of a consultant is based upon qualification criteria only, pricing information is not allowed as a submittal. The city, in order to ensure submittals by qualified firms while reserving the ability to place a heavier weight on project understanding and design team criteria,

elected to require prequalification via the city's Public Works Professional Services Qualified Roster for this project. Only firms prequalified as an eligible civil engineering firm were eligible to submit a valid response to the QBS. The criteria, and assigned weights, identified in the QBS were as follows:

- Project Understanding and Approach – 30 points
- Design Consultant Team Qualifications – 20 points
- Design Consultant Team Experience with Similar ASR Projects – 30 points
- Firm's Availability – 15 points
- References – 5 points
- Total Evaluation Points – 100

Proposals were due in mid-April, and the city received a response from only one of the qualified firms; Murray, Smith and Associates (MSA.) While typically the city would prefer to receive proposals from multiple firms, MSA, is very well qualified in this field as the scoring criteria will attest, so staff felt confident moving forward to negotiations with just the one submittal. A memo was sent to Council in the April 18<sup>th</sup> packet outlining staff's intention on entering negotiations with MSA.

The negotiations with MSA progressed much slower than anticipated largely due to project schedules (Lake Oswego Joint Partnership) and scope changes. Staff entered negotiations for the original scope and work with a range of \$400,000 to \$485,000. The final negotiated priced features a \$485,548 base cost with the ability to implement the additional work for \$112,534 for a project total of \$598,082. The additional work includes \$87,948 for optional additional services during construction and \$24,586 for optional electrical and structural services for ASR 2 modifications. The city will know more about the additional service needs for ASR 2 modification after the preliminary design phase. Based on these negotiations and MSA's response to the QBS staff recommends the city award the contract to MSA for a base of \$485,548 with an additional \$112,534 in additional services.

## **OTHER ALTERNATIVES**

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

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

This is the first time this item has been presented to the Local Contract Review Board. A memo was provided to the Council in late April updating them on the results of the QBS submittals.

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### **Fiscal Impact**

**Cost:** \$598,082

**Budgeted (yes or no):** Yes

**Where budgeted?:** Water CIP

#### **Additional Fiscal Notes:**

This project is budget in the Water CIP fund with \$530,000 allocated for design. This is adequate to cover the base contract amount of \$485,548, leaving \$44,452 for additional services. The contract has additional services totaling \$112,534 identified which will leaving \$68,082 needing to come from either the construction phase, internal costs, or additional funds.

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### **Attachments**

*No file(s) attached.*

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**AIS-1439**

**Business Meeting**

**Meeting Date:** 09/10/2013

**Length (in minutes):** 15 Minutes

**Agenda Title:** Update on Tigard Triangle Local Improvement District #1

**Prepared For:** Mike Stone

**Submitted By:** Mike Stone, Public Works

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

**Meeting Type:** Council Business Mtg - Study Sess.

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Several property owners currently within the previously established boundary of Tigard Triangle Local Improvement District (LID) #1 have requested that their properties be removed due to the lack of meaningful activity in completing the improvements and added financial burdens.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends that a public hearing be scheduled to modify the boundary of Tigard Triangle LID #1.

**KEY FACTS AND INFORMATION SUMMARY**

In consultation with the City Attorney, staff determined that in order to comply with state law and the provisions under which the LID was formed, it is necessary to conduct a public hearing in order to modify the boundary.

**OTHER ALTERNATIVES**

Other alternatives available for Council consideration:

1. Leave the LID boundary as previously established.
2. Disband the LID.

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

The proposed improvements are in compliance with the Transportation System Master Plan (TSP) and the Tigard Triangle Master Plan in effect at the time of formation.

Tigard is currently undertaking a new master plan effort in the Tigard Triangle and the results of this study may have an impact on roadway standards in the immediate area.

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

The LID was formed in 2008 under 'emergency' provisions, to construct certain roadway, sidewalk and bikelane improvements in and around Dartmouth Street, 68th, 69th and 70th Avenues. Since that time however, due to the impacts of a nationwide economic recession, the planned improvements have remained unconstructed. This 'delay' was at the request of some of the property owners.

Council heard public comment on the issue of modifying the LID boundary, for the purpose of eliminating

certain properties, on August 20, 2013.

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**Attachments**

*No file(s) attached.*

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**AIS-1440**

**Business Meeting**

**Meeting Date:** 09/10/2013

**Length (in minutes):** 5 Minutes

**Agenda Title:** Consider Approval of Greco Estates Development Agreement

**Submitted By:** Cheryl Caines, Community  
Development

**Item Type:** Motion Requested

**Meeting Type:** Council Business Meeting  
- Main

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Staff requests City Council approve a development agreement to allow the developer of Greco Estates subdivision to obtain building permits for two existing lots of record prior to the recording of the final plat.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends Council approve and sign the agreement or direct the City Manager to sign the agreement.

**KEY FACTS AND INFORMATION SUMMARY**

LF8, LLC is the developer/owner of the Greco Estates Subdivision, an approved eight lot subdivision located at 9350 & 9420 SW Lehman Street (SUB2006-00004). The .76 acre site is made of two existing parcels. John Wyland of JT Smith Company, representing LF8, LLC has requested that the developer be able to begin construction on two single-family homes prior to a final plat and completion of the improvements for the two existing lots of record. The site continues to be made up of the two existing lots until the plat is recorded, creating the eight (8) lots proposed in the subdivision.

Allowing construction of the homes to begin prior to the final plat as conditioned in the land use decision (SUB2007-00006) for the existing lots of record is possible. However, to clearly outline the responsibilities of all parties involved, a Development Agreement between the developer and the City has been drafted for approval. As there is no code directing the City Manager or designee to review and approve such agreements, the City Attorney has stated that City Council must review the agreement and decide to have the Mayor or direct the City Manager to sign the agreement.

Key Facts

- The existing single-family homes on each lot have been demolished.
- Construction of the public street improvements along SW Lehman Street and the private street providing access to lots 5-6 is currently under construction. In addition, a performance guarantee has been submitted that covers the cost to construct the improvements should the developer not be able to complete construction.
- The final plat has been reviewed by the City and has been submitted to Washington County for review.
- Typically the City requires the final plat to be signed and all public and subdivision infrastructure to be complete prior to the issuance of building permits. This is based upon the requirements laid out in the land use decision, the Community Development Code, and an executed Subdivision Compliance Agreement with the City's Public Works Department.

- The homes will be placed on the existing lots within the boundaries of future lots 1 and 4; thereby meeting the setbacks for both the existing and future lots.
- The developer would like to take advantage of the favorable housing market. Mr. Wyland estimates that it will be at least another 60 days before the final plat is recorded.
- The developer has already submitted an assurance for the subdivision improvements, is constructing the improvements, and is working through the final platting process. The two existing lots have frontage along a public street (Lehman) and access to the two homes will be from Lehman. If the developer were to walk away from the project, the homes would not be non-conforming and improvements could still be constructed with the performance guarantee. Risk to the City seems low in this case and benefits for the developer are high.

### **OTHER ALTERNATIVES**

The other alternative is to not approve the agreement.

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

None.

### **DATES OF PREVIOUS COUNCIL CONSIDERATION**

None.

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### **Attachments**

Attachment 1 - Development Agreement

Attachment 2 - Map of Existing & Proposed Lots

Attachment 3 - Developer Letter

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**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TIGARD  
AND LF8, LLC.**

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_ day of August \_\_, 2013 (the "Effective Date"), by and between the City of Tigard ("City") and LF8, LLC, an Oregon limited liability company ("Developer").

**RECITALS**

**A.** Empire Investment Properties, LLC, an Oregon limited liability company, obtained subdivision approval for two parcels located at 9350 and 9420 S.W. Lehman Street, Washington County Tax Map 1S126DC, Tax Lot Nos. 3310 and 3200 totaling 0.76 acres (the "Real Property") into eight (8) lots for two-story single-family homes under City of Tigard Subdivision Approval (Sub) 2007-00006 (the "Greco Estates Subdivision Approval").

**B.** The name of the proposed subdivision located on the Real Property is Greco Estates Subdivision.

**C.** As of the Effective Date of this Agreement, the subdivision plat for the Greco Estates Subdivision has not yet been approved or recorded.

**D.** Developer has acquired the Real Property and intends to complete development of the Greco Estates Subdivision as conditioned in the Greco Estates Subdivision Approval (Case File #SUB2007-00006).

**E.** Developer desires to begin construction of two (2) homes in the Greco Estates Subdivision prior to subdivision plat approval and recording, subject to the terms and provisions of this Agreement. One house to be constructed on existing tax lot #3301 and one house on existing tax lot #3200.

**F.** Upon approval of this agreement by City Council, City will consent to Developer's construction of two (2) homes on the existing tax lots referenced in subsection E above prior to subdivision plat approval and recording, subject to Developer's execution of this Agreement and subject to the terms and conditions of this Agreement.

**A G R E E M E N T S**

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. AGREEMENT FOR PRE-APPROVAL DEVELOPMENT.**

Subject to the terms, conditions and provisions of this Agreement, the City shall approve the construction of two (2) residential homes – one on each existing tax lot (#3301 & 3200) as referenced in Recital E above (the "Residential Homes"). The obligations, duties and responsibilities of the parties with regard to the construction of the Residential Homes shall be as provided in this Agreement.

**ARTICLE 2. DEVELOPER’S DUTIES AND RESPONSIBILITIES.**

**2.1 Storm and Sewer Connection.** Developer shall not connect either Residential Home authorized under this Agreement to a public storm or sewer line until such storm and/or sewer line has received final approval from the City Engineer.

**2.2 Compliance with Greco Estates Subdivision Approval.** Developer shall construct the Residential Homes authorized under this Agreement in accordance with all terms and provisions of the Greco Estates Subdivision Approval (Case File #SUB2007-00006). Failure to construct the Residential Homes in such a manner may cause the need to amend the Greco Estates Subdivision Approval to be consistent with the Residential Homes as constructed.

**2.3 Compliance with Building Codes.** Developer shall construct the Residential Homes authorized under this Agreement in accordance with the terms and provisions of all applicable building codes.

**2.4 Greco Estates Subdivision Plat Approval.** Developer shall diligently proceed to construct the Residential Homes authorized under this Agreement in accordance with the terms and provisions of the Greco Estates Subdivision Approval and shall perform all duties and conditions reasonably necessary to obtain final plat approval for Greco Estates Subdivision.

**2.5 Indemnification** The Developer hereby agrees to indemnify, defend and hold harmless the City, its officers, directors and employees, from and against any and all claims, demands, damages, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including without limitation reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity or otherwise at both trial and appeal level whether or not a trial or appeal ever takes place), arising out of the negligence, fraud or any willful act or omission of the Developer, or any of its officers, directors, agents or employees, in connection with this Agreement or the Developer's work hereunder. Except liability arising out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state and federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**2.6 Performance Guarantee.** The Developer shall submit a performance guarantee satisfactory to the City in the amount of 100% of the estimated cost of the conditioned public infrastructure.

**ARTICLE 3. CITY’S DUTIES AND RESPONSIBILITIES.**

**3.1 Acceptance of Building Plans.** Upon Developer’s execution of this Agreement, the City shall accept the Developer’s submittal of the plans and applications for building permits for the Residential Homes.

**3.2 Issuance of Building Permits.** Upon approval of this agreement by the City Council , the City shall release Building Permits for the Residential Homes outlined in E above.

**3.3 Issuance of Certificates of Occupancy.** The City shall issue Certificates of Occupancy for the Residential Homes to Developer after the City red line comments have been addressed, the City has approved the plat and contacted Washington County, and the house is deemed complete and all necessary public infrastructure has received final approval by the City Engineer.

**ARTICLE 4. TERM OF AGREEMENT; CONTINGENCIES.**

**4.1 Term.** Developer’s obligations hereunder shall commence on the Effective Date of this Agreement and shall end on the date that the final plat for the Greco Estates subdivision is recorded

**4.2 Contingencies.** This Agreement shall be expressly contingent upon the following:

**4.2.1** Developer’s approval and execution of this Agreement; and

**4.2.2** City’s approval and execution of this Agreement.

**4.2.3** Developers Submission of a satisfactory performance guarantee.

**ARTICLE 5. GENERAL PROVISIONS.**

**5.1 Notices.** Whenever any notice, consent, approval, demand or request is required or permitted under this Agreement, such notice, consent, approval, demand or request shall be in writing and shall be delivered by hand, sent by registered or certified mail, return receipt requested, or send by pre-paid nationally recognized overnight courier service to the addresses set out below or to such other addresses as are specified by written notice given in accordance herewith.

CITY: City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223  
Attn: \_\_\_\_\_

with a copy to: SUB2007-00006 Land Use Case File

DEVELOPER: LF 8, LLC  
5285 Meadows Road, Suite 171  
Lake Oswego, Oregon 97035  
Attn: Jeff Smith

with a copy to: Charles E. Harrell  
BUCKLEY LAW P.C.  
5300 Meadows Road, Suite 200  
Lake Oswego, Oregon 97035

All notices, consents, approvals, demands or requests delivered by hand shall be deemed given upon the date so delivered. Those given by mailing as hereinabove provided shall be deemed given on the date which is three (3) business days after the date on which such notice, demand, or request is so deposited in the United States Mail. Those given by pre-paid nationally recognized overnight courier service shall be deemed given on the next business day after being sent by such courier.

**5.2 *Survival.*** The provisions of Section 2.5 hereof shall survive the completion of the Developer's work and City's obligations hereunder or any earlier termination of this Agreement.

**5.3 *No Obligation to Third Parties.*** None of the responsibilities and obligations of the Developer or the City under this Agreement shall in any way or in any manner be deemed to create any liability to, or any rights in, any person or entity other than the specific parties to this Agreement.

**5.4 *Modifications.*** Neither any change nor modification of this Agreement nor any waiver of any term or condition hereof shall be valid or binding on the parties hereto, unless such change, modification, or waiver shall be in writing and signed by the party to be bound thereby.

**5.5 *Binding Effect.*** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors, and permitted assigns.

**5.6 *Duplicate Originals.*** For the convenience of the parties hereto, any number of counterparts hereof may be executed, each such counterpart shall be deemed to be an original instrument, and all of such counterparts shall together be deemed one and the same instrument.

**5.7 *Construction.*** This Agreement shall be interpreted, constructed, and enforced in accordance with the laws of the State of Oregon. The titles of the articles and sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. The parties agree that they have both participated equally in the negotiation and preparation of this Agreement and no court construing this Agreement or the rights of the parties hereunder shall be prejudiced toward either party by reason of the rule of construction that a document is to be construed more strictly against the party or parties who prepared the same.

**5.8 *Entire Agreement.*** This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof.

**5.9 Assignment.** This Agreement shall not be assigned by the Developer to anyone without the prior written consent of the City, and any such assignment by the Developer without the prior written consent of the City shall be null, void and of no force and effect. This Agreement shall not be assigned by the City without the prior written consent of the Developer. Upon any permitted assignment of this Agreement by the City or Developer, the assigning party shall cause the assignee to expressly assume in writing the assigning party's obligations under this Agreement first arising or accruing after the date of the assignment. Notwithstanding the foregoing, Developer, without the consent of the City, shall have the right to assign this Agreement in connection with the sale of all or substantially all of the assets of Developer or to a party controlling, controlled by, or under common control with Developer.

**5.10 Authorized Representatives.** Any consent, approval, authorization, or other action required or permitted to be given or taken under this Agreement by the Developer or the City, as the case may be, shall be given or taken by the authorized representative of each. For purposes of this Agreement, (a) the authorized representative of the Developer shall be John Wyland; and (b) the authorized representative of the City shall be \_\_\_\_\_. Any party hereto may from time to time designate other or replacement authorized representatives by written notice from its authorized representative to the other parties hereto. The written statements and representations of any authorized representative of the Developer or the City shall for the purposes of this Agreement be binding upon such party for whom the authorized representative purports to act, and the other parties hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he/she proposes to take, regardless of whether such representative actually has the authority to take any such action.

**5.11 Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and all terms used herein in the singular shall include the plural, and vice versa.

**5.12 Time of Essence.** Time is of the essence of this Agreement.

**5.13 Consent.** Whenever the consent or approval of one of the parties is required pursuant to the terms of this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**5.14 Attorney's Fees.** If a suit or an action is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys' or paralegals' fees and costs of litigation at trial or on any appeal or review, in addition to all other amounts provided by law.

**5.15 Governing Law; Venue.** The law of the State of Oregon, excluding its conflict of law rules, shall govern the interpretation, validity and performance of this Agreement. Exclusive jurisdiction and venue for any dispute pursuant to this Agreement shall be in the state and federal courts of Washington County, Oregon.

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

**DEVELOPER:**

LF 8, LLC.

By: \_\_\_\_\_

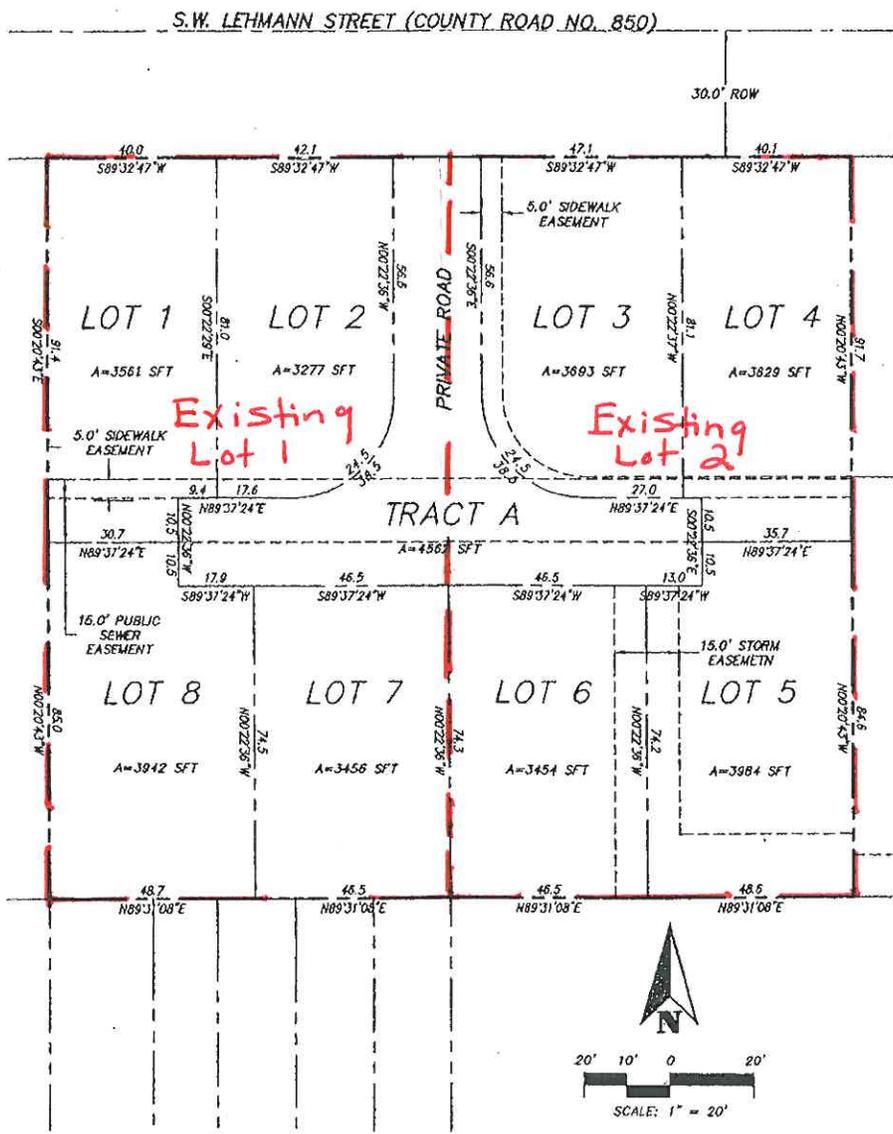
**CITY:**

**CITY OF TIGARD, OREGON**

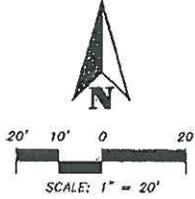
By: \_\_\_\_\_

**DL**  
 DESIGN GROUP INC.  
 9045 SW Barbur Blvd.  
 Suite 101  
 Portland, OR 97219  
 (503) 225-1679

REGISTERED PROFESSIONAL  
 ENGINEER  
 19160  
 OREGON  
 JULY 18, 1991  
 GARY J. DARLING  
 EXPIRES 12-31-07



GRECO ESTATES  
 TIGARD, OREGON  
 SITE PLAN AND  
 TENTATIVE PLAT PLAN



TENTATIVE PLAT  
 1" = 20'

REV.	DATE	BY

PROJECT NUMBER	EIP001
Date:	02/17/07
Scale:	AS SHOWN
Drawn By:	INL
Designed By:	GJD
Checked By:	GJD

C2.1



J.T. SMITH  
companies

8/29/2013

City of Tigard  
C/O; Cheryl Caines  
Associate Planner

RE: Greco Estates Subdivision, 9350 SW Lehman Street

Mrs. Caines,

We are requesting to submit and start to homes the prior to final plat recording. In most jurisdictions that we have historically worked in have allowed us to begin construction on residential family homes early due to the fact that we have legal lots of record. The number of homes in which we are allowed directly corresponds with the total number of lots of record we currently have.

It can be advantageous for us as a builder-developer to start homes as soon as possible. This allows us to take advantage of the current market. As you may know the current market is a favorable one. As discussed before we will attach exhibits to the agreement that show how the homes that we wish to start early will fit on the current legal lots of record and meet code if for some reason we do not record the plat.

Thanks for all of your help and I look forward to the hearing next week. Please feel free to call me at 503-209-7555 if you should have any additional questions, comments, or if you should need any additional information from us.

Sincerely,  
John Wyland  
Director of Land Development