



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: December 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

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

TIGARD CITY COUNCIL

MEETING DATE AND TIME: December 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

6:30 PM

- STUDY SESSION

- A. Discuss Two Non-City-Initiated Requests to Name Parks

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

7:30 PM

- 1. BUSINESS MEETING

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Council Communications & Liaison Reports
- E. Call to Council and Staff for Non-Agenda Items

- 2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
7:35 p.m. - estimated time

- A. Follow-up to Previous Citizen Communication
- B. Tigard High School Student Envoy
- C. Tigard Area Chamber of Commerce
- D. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: (Tigard City Council) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
7:55 p.m. - estimated time
 - A. Approve City Council Minutes for:
 - October 15, 2013
 - B. Receive and File
 1. Official November 5, 2013, Special Election Results for Ballot Measure 34-207 Approving a "Charter Amendment to clarify urban renewal provisions."
 2. Council Calendar
 3. Council Tentative Agenda for Future Meeting Topics
 - C. Approve and Authorize City Manager to Sign Regional Justice Information Network (RegJIN) Intergovernmental Agreements

• *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. PROCLAIM DECEMBER 10, 2013, AS HUMAN RIGHTS DAY
8:00 p.m. - estimated time
5. APPOINT BUDGET COMMITTEE MEMBERS JULIE PLOTZ AND BILL BIGCRAFT AND BUDGET COMMITTEE ALTERNATE MEMBER TIMOTHY ESAU - RESOLUTION
8:05 p.m. - estimated time
6. APPOINT PLANNING COMMISSION MEMBERS MICHAEL ENLOE AND CHRISTOPHER OUELLETTE AND PLANNING COMMISSIONER ALTERNATE MEMBERS JOHN GOODHOUSE AND TOM MOONEY -- RESOLUTION
8:05 p.m. - estimated time
7. REQUEST FOR PUBLIC INPUT ON THE CITY MANAGER PERFORMANCE REVIEW CRITERIA
8:10 p.m. - estimated time
8. AUTHORIZE THE CITY MANAGER TO EXECUTE AN EASEMENT RELATED TO THE POTSO DOG PARK PARKING LOT PROJECT
8:20 p.m. - estimated time
9. VIEW A PROMOTIONAL WATER VIDEO PREPARED BY THE LAKE OSWEGO/TIGARD WATER PARTNERSHIP
8:30 p.m. - estimated time

10. REVIEW AND DISCUSS REPORT ON OPTIONS FOR BIG BOX TIGARD MUNICIPAL CODE RELATED AMENDMENTS
8:40 p.m. - estimated time
11. DISCUSS TIGARD'S LEGISLATIVE AGENDA FOR THE 2014 OREGON LEGISLATIVE SESSION
9:00 p.m. - estimated time
12. APPROVE THE THIRD AMENDMENT TO THE LAKE OSWEGO/TIGARD INTERGOVERNMENTAL AGREEMENT (REGARDING WATER SUPPLY FACILITIES, DESIGN, CONSTRUCTION AND OPERATION) TO INCLUDE PURCHASE OF THE MAPLETON PROPERTIES AND SHIFTING OF 4 MILLION GALLONS PER DAY (MGD) OF CAPACITY FROM LAKE OSWEGO TO TIGARD
13. NON AGENDA ITEMS
9:20 p.m. - estimated time
14. COUNCIL LIAISON REPORTS
15. 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.
16. ADJOURNMENT
9:30 p.m. - estimated time

AIS-1529

A.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 15 Minutes

Agenda Title: Discuss Two Non-City-Initiated Requests to Name Parks

Prepared For: Brian Rager, Public Works

Submitted By: Greer
Gaston,
Public
Works

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Mtg - Study
Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

The council is asked to review two non-city-initiated naming requests and direct staff whether it wishes to formally consider resolutions to name the:

- Bagan property as Bagan Park.
- Paull properties and Eiswerth property as Forest Meadow Park.

STAFF RECOMMENDATION / ACTION REQUEST

This information is included in the attached naming request summary for each park.

KEY FACTS AND INFORMATION SUMMARY

The council adopted the attached City of Tigard Naming & Recognition Policy in September 2013. The purpose of the policy was to provide consistent standards and procedures when naming city property, such as park land.

The city has received two requests to name park land. Both requests, along with a naming request summary for each park property, are attached.

For these requests, applicable sections of the policy are section B., Naming Criteria, and section D., Non-City-Initiated Requests to Name . . . Property, Including Parks. In general the steps in naming park land include:

- Receipt of a naming request.
- Preparation of a staff recommendation.
- Direction from council on whether it wishes to formally consider the naming request (via resolution) at an upcoming council meeting.

- If directed, consideration of a resolution to name the property/properties.

OTHER ALTERNATIVES

If a majority of the city councilors do not support the naming request, the request will not be placed on an upcoming agenda for formal consideration.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

None

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time the council has reviewed these naming requests.

The requests were mentioned:

- During a briefing on the Naming & Recognition Policy at the council's June 18, 2013, meeting.
- When the council formally approved the Naming & Recognition Policy at its September 3, 2013, meeting.

Attachments

Bagan Property Naming Request Summary

Request From Mr. Heintz to Name the Bagan Property

Paull & Eiswerth Properties Naming Request Summary

Request From Mr. Khavari to Name the Paull & Eiswerth Properties

Naming & Recognition Policy

Non-City-Initiated Naming Request Summary Bagan Property



Background

In January 2013, the city purchased the Bagan property. The 2.9-acre property was purchased with funds from the \$17 million park and open space bond measure and is the site of a future neighborhood park.

The property is located south of Highway 217, at 10910 SW Greenburg Road and is adjacent to another city-owned parcel.

For many years, the property was inhabited by goats that were often seen by motorists who traveled along Greenburg Road or were stopped in traffic at the Cascade Avenue intersection. The goats are long gone and the dilapidated, old house on the property has been torn down. About one acre of the property could accommodate park amenities; the rest of the site—comprised of a small creek and wetlands—will remain open space.

Potential park amenities include parking, picnic areas and community gardens.

Naming Request — Bagan Park

Mr. Edward Heintz submitted a letter to the city requesting the property be named in honor of John Peter Bagan. The letter from Mr. Heintz is attached.

Recommendation, Cost Estimate and Other Information

The parks manager supports this naming request. He contacted a representative of the Bagan family who indicated the family is aware of and supports the request. Mr. Heintz did not specify an exact park name, just that the park be named in honor of John Peter Bagan. If the council wishes to formally consider this request, staff suggests the name Bagan Park. This is less cumbersome than John Peter Bagan Park and is consistent with other recent park naming protocols, (e.g. Dirksen Nature Park).

The cost estimate to implement the request is nominal and basically involves the cost of signage.

The Naming & Recognition Policy established naming criteria; proposed names can be derived from a property owner who donates or sells property to the city. Although Mr. Bagan is did not sell his property to the city directly, representatives of the Bagan family did.

Council Direction Needed

Does the council want to formally consider a resolution to name the Bagan property as Bagan Park?

Edward Heintz

• 12120 S.W. 116th Avenue, Tigard, OR 97223 • Phone: 503.590.1640

Councilor
Woodard
distributed
3/26/2013



March 18th, 2013

City of Tigard, Public Works
City Council Members

**SUPPLEMENTAL PACKET
FOR 3/26/2013
(DATE OF MEETING)**

*Council Liaison
Reports - Item 5*

Dear Tigard City Council:

The recent acquisition of the 2.9 acre property located south of Highway 217 on Greenburg Road affords the city of Tigard the opportunity to honor the man who lived on this land for over 60 years. The purpose of this letter is to request that this future neighborhood park be named appropriately after John Peter Bagan.

John Peter Bagan was born August 19th, 1924 and passed away on August 10th, 2006. John served in the United States Army during World War II. He lost his leg in France during the war and was awarded a Purple Heart for his service and sacrifice. His prosthetic leg was a fascination to the children of family and friends, who would often give a quick "knock" to his leg to rediscover which was one was real and which one was not.

Mr. Bagan purchased the property at 10910 S.W. Greenburg Road in 1946 and lived there until his death in 2006. In the early years, Mr. Bagan tended to his father who lived with him on the property. His father, John Peter Bagan was a veteran of World War I.

On the Greenburg Road property, John raised golden and ring neck pheasants. He was also granted a federal permit to raise Canadian geese. The goats on the property were his "lawn mowers" in his later life and were only part of the menagerie of animals that lived on the property at various times in those 60 years. John's collection of animals included exotic birds, ducks, geese, catfish, chickens, rabbits, crawfish, sheep, cats, and goats. The assortment of animals found on the property and in John's pond provided enjoyment and memories for the children of John's family and friends.

John Peter Bagan is buried next to his father at St. Anthony's Cemetery on Gaarde Street.

John Bagan lived for 60 years at what is now slated to become a city park. He was one of the oldest residents of Tigard and Greenburg Road, but more importantly, he was also a memorable character, cherished by those who knew him. Honoring his memory by naming this park after him only seems appropriate.

Sincerely,

Edward Heintz

Former resident of 11070 S.W. Greenburg Road and John Bagan's friend and neighbor

Non-City-Initiated Naming Request Summary Paull Properties and Eiswerth Property



Background

In 2012 the city purchased three adjoining properties, commonly referred to as the East Bull Mountain properties. The properties, totaling 10.2 acres, were purchased with funds from the \$17 million park and open space bond measure and are the site of a future neighborhood park.

The properties are located at the terminus of Alpine Crest Way and to the west of Greenfield Drive. Entrances to the properties are located along Alpine Crest Way and Woodshire Lane.

The site is comprised of woods, open space and riparian areas along a small creek. There is a vacant home on the one of the properties. Local neighbors have formed a group, called Friends of East Bull Mountain Park, and are actively organizing volunteer efforts to remove invasive plants and build new wood chip trails throughout the property.

Potential park amenities include pathways, shelters, a playground, interpretive elements and the removal or repurposing of the vacant residence.

Naming Request — Forest Meadow Park

Mr. Toaj Khavari, chairperson of the Friends of East Bull Mountain Park, submitted a letter to the city requesting the properties be named Forest Meadow Park. The group actually conducted a poll whereby people could vote on various park names; the name Forest Meadow Park received the most votes. The letter from Mr. Khavari is attached.

Recommendation, Cost Estimate and Other Information

The parks manager supports this naming request, particularly because many of those interested in the park were able to vote on and select the proposed name.

The cost estimate to implement the request is nominal and basically involves the cost of signage.

Note that although the name East Bull Mountain Park may seem a logical choice, staff wanted to avoid confusion with the similarly named East Butte Heritage Park.

The Naming & Recognition Policy established naming criteria; proposed names can be derived from a physical or unique characteristic of the property.

Council Direction Needed

Does the council want to formally consider a resolution to name the Paull properties and Eiswerth property as Forest Meadow Park?



Friends of East Bull Mountain Park (EBMP)

13293 SW Woodshire Ln
Tigard, Oregon 97223
Nov. 4 2013

Mr. Steve Martin, Parks and Facilities Manager
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223

Dear Steve:

As we discussed, the Friends of East Bull Mountain Park (FEBMP) would like to recommend a permanent name for what has been called East Bull Mountain Park, aka, Paull Property Park.

“Forest Meadow Park” is the clear winner by popular vote. The alternate vote by majority is “Bull Mountain Family Park.” We initiated a name change for the park after learning that it is confusing for the City / Metro to have two Tigard parks so closely named; East Butte... is very similar to East Bull... Friends of East Bull Mountain Park consider it a privilege to participate in renaming the Park, now that we have spent hundreds of volunteer hours there. Clearly, there is a ‘sense’ of what the Park means to each of us.

Our approach was to begin with a discussion at the open Friends of East Bull Mountain Park meeting held on August 22, 2013. We requested those in attendance to consider what the park should be called and that they ask others who do not typically attend the meeting for their input. We also included an article in the October issue of the Friends of East Bull Mountain Park Newsletter, released in September, entitled, “What’s In a Name?” This was used to introduce the idea to its readers and provide process information. During the meeting held on September 26, 2013, recommendations were presented by those in attendance, which included the three on the ballot. The fourth selection was a ‘write in’.

Bruce Harbison worked with a secured on-line internet survey service provider, in order to enable one vote per internet user. This was publicized through the Friends of East Bull Mountain Park Newsletter, posted on the Friends’ social networks, by word of mouth and emails. By using these methods, we are certain that at least 168 people, including our student volunteers, had access to the voting process.

The survey company and social networks were enabled with the ballot for the entire month of October. The results of the vote are that 49 ballots were completed, which is 29% representation of the neighborhood. Of the 49 votes received, 23 were for “Forest Meadow Park”. For a complete summary, please see the following:

Proposed names on the ballot

Forest Meadow Park -23 votes

Alpine Park - 2

Forest Legacy Park - 2

Write In Voting

East Bull Mountain Park -2

Paul Forest Park -1

Forest Meadow Legacy Park -1

Tigard Highlands Park -1

Our Backyard Park -1

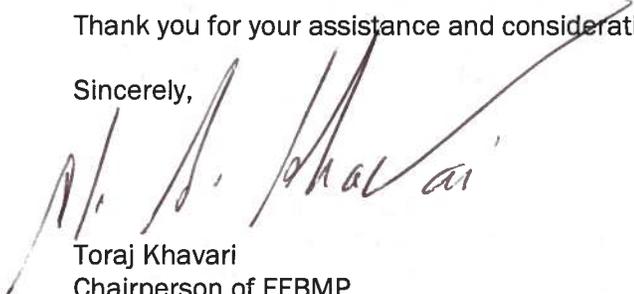
Bull Mountain Family Park -16 (from slightly different IP Addresses, which indicates an organized collection of computers; such as the Library or School)

On behalf of the Friends of East Bull Mountain Park, we appreciate having had the opportunity to participate in naming the Park. As we continue to work with the City to establish a neighborhood park, you can clearly see, by some of the write-in votes, the attachment and ownership reflected by the voters.

We concluded the "What's In a Name" article by appealing to the neighborhood, "Friends, help us present a recommendation to City of Tigard that will represent the generations to come in the use of this park; that all may enjoy."

Thank you for your assistance and consideration.

Sincerely,



Toraj Khavari

Chairperson of FEBMP

Email: toraj.khavari@gmail.com

Mobile: 503-706-3548

P.S. To learn more about the FRIENDS of EBMP at the following sites.

- Yahoo® User Group - <http://groups.yahoo.com/group/FEBMP/>
- Face book® - <http://www.facebook.com/FEBMP>
- Park Security - <http://groups.yahoo.com/group/EBMPNWC/>



City of Tigard Naming & Recognition Policy

Effective September 3, 2013

A. Purpose

The purpose of this policy is to provide consistent standards and procedures to:

- Name city key features, buildings and property.
- Install items on city property to recognize an individual, group or event.

B. Naming Criteria for City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks

1. All requests to name city key features, buildings and existing property must be reviewed by the parks manager and approved by formal action of the City Council.
2. To assist the public in identifying and locating key features, buildings and property, proposed names should be descriptive in nature or should contain a descriptive element, such as the **Fanno Creek House, Dirksen Nature Park, Woodruff Bridge or John Anderson Baseball Fields**.
3. Proposed names shall recognize one or more of the following:
 - A physical, historical, or unique characteristic of the key feature, building or existing property.
 - An event that had a significant impact to the city.
 - An individual or individuals, living or dead (memorial), who made a significant contribution to the city, either historically, financially or through civic duty.
 - A group or groups that made a significant contribution to the city, either historically, financially or through civic duty.
 - A property owner(s) who donates or sells property to the city.

C. City-Initiated Requests to Name City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks

1. The process to consider a city-initiated request is as follows:
 - a. A city councilor or designee, city board or committee, or city staff member, “City Requestee,” interested in naming a key feature, building or property must submit a written request—including specific information as to the purpose, proposed location (if applicable) and significance of the name—to the parks manager.
 - b. The parks manager will prepare a recommendation, including a cost estimate to implement the name.
 - c. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
 - d. At the discussion the council will either:
 - Direct the parks manager to prepare a resolution to formally adopt the name. If applicable, staff will assist the council in identifying and selecting a city funding source to implement the name.

- Determine that a majority of the city councilors do not support the name, and the request will not move forward.
- e. With council support, a resolution naming the feature, building or property will come before council for formal action.
- f. If the resolution is adopted, the parks manager will implement the name.

D. Non-City-Initiated Requests to Name City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks

1. The process to consider a non-city-initiated request is as follows:
 - a. An individual or organization, “Requestee,” interested in naming a key feature, building or property must submit a written request—including specific information as to the purpose, proposed location (if applicable) and significance of the name—to the parks manager at the following address:

Parks Manager
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223
 - b. When applicable, and if the name is intended to recognize an individual(s), group(s) or event, the parks manager will attempt to verify that the recognition is acceptable to the individual(s), group(s) or event, or the appropriate representative of the individual(s), group(s) or event.
 - c. The parks manager will review the request and prepare a recommendation and cost estimate to implement the name.
 - d. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
 - e. At the discussion the council will either:
 - Direct the parks manager to prepare a resolution to formally adopt the name. Under this option, the council will also need to determine whether the Requestee or the city will be financially responsible for the costs to implement the name, including a plaque or signage (if desired). If the city assumes the costs, staff will assist the council in identifying and selecting a city funding source to implement the name.
 - Determine that a majority of the city councilors do not support the name, and the request will not move forward.
 - f. With council support, a resolution naming the feature, building or property will come before council for formal action.
 - g. If the resolution is adopted, the parks manager will work with the Requestee to implement the name.

E. Changing the Name of City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks

1. Irrespective of how the existing name was initiated or funded (city/non-city), the City Council has the authority to change the name of any city key feature, building or property.

2. The process to change the name of a previously named key feature, building or property is as follows:
 - a. A city councilor or designee, city board or committee, or city staff member, “City Requestee,” interested in changing the name of a key feature, building or property must submit a written request—including specific information as to why the name should be changed and the purpose and significance of the new name—to the parks manager.
 - b. The parks manager will prepare a recommendation, including a cost estimate to implement the name change.
 - c. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
 - d. At the discussion, the council will either:
 - Direct the parks manager to prepare a resolution to formally change the name; if applicable, staff will assist the council in identifying and selecting a city funding source to implement the name change.
 - Determine that a majority of the city councilors do not support the name change, and the name will not be changed.
 - e. With council support, a resolution changing the name will come before council for formal action.
 - f. If the resolution is adopted, the parks manager will implement the name change.

F. Naming Requests for Properties under Acquisition, Including Parks

1. For tracking and record keeping purposes, the City Council recognizes it is preferable to name a property early in the acquisition process, typically as a part of the real property transaction discussed in executive session.
2. The city’s Property Acquisition Workbook acknowledges that naming rights are frequently desired by those selling property to the city. After consulting council, staff may use naming rights as a non-monetary negotiation tool when attempting to purchase property.
3. During acquisition, the process to name a property is as follows:
 - a. The parks manager will prepare a list of potential names for council consideration. The names will be generated by city staff involved in the acquisition and—when feasible as part of an executive session discussion on real property transactions—by:
 - The Park and Recreation Advisory Board (for park and open space properties).
 - The City Center Development Agency (for Downtown or urban renewal properties).
 - Other appropriate city agencies, boards or committees that play a role in the acquisition of city property.
 - b. In correspondence or as part of the City Council’s executive session discussion on real property transactions to purchase the property, the parks manager will provide the council with a list of potential names developed under this section. City councilors may also propose names for the property.
 - c. During the City Council’s executive session discussion on real property transactions to purchase the property, the City Council will direct staff to

- incorporate a property name into the purchase agreement (or comparable document).
- d. The council will take formal action on the name when it takes action on the purchase agreement (or comparable document) at a council business meeting.
 - e. If the purchase agreement (or comparable document) is approved by council, the parks manager will implement the name.

G. City-Initiated Requests to Install Recognition Items, (such as benches, picnic tables, trees and shrubs)

1. The process to consider a city-initiated request is as follows:
 - a. A city councilor or designee, city board or committee, or city staff member, “City Requestee,” interested in having the city install an item must submit a written request—including specific information as to the purpose, proposed location, significance and type of item requested—to the parks manager.
 - b. The parks manager will prepare a recommendation, including a cost estimate to purchase and install the item.
 - c. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
 - d. At the discussion, the City Council will either:
 - Direct the parks manager to install the item on behalf of the city. (No formal council action required.) If applicable, staff will assist the council in identifying and selecting a city funding source.
 - Determine that a majority of the councilors do not support the request, and the item will not be installed.
 - e. If so directed, the parks manager will install the item.

H. Non-City-Initiated Requests to Install Recognition Items (such as benches, picnic tables, trees and shrubs)

1. All items installed on city property must be approved in advance by the parks manager. The parks manager has sole discretion regarding the approval of the installation of all items submitted under this section.
2. The process to consider a non-city-initiated request is as follows:
 - a. An individual or organization, “Requestee,” interested in installing an item must submit a written request—including specific information as to the purpose, proposed location, significance and type of item requested—to the parks manager at the following address:

Parks Manager
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223
 - b. When applicable, and if the item is intended to recognize an individual(s), group(s) or event, the parks manager will attempt to verify that the recognition is acceptable to the individual(s), group(s) or event, or the appropriate representative of the individual(s), group(s) or event.
 - c. The parks manager will review and approve or decline the request.
 - d. If the request is approved, the parks manager will:

- Notify the Requestee.
 - Collect payment from the Requestee to purchase and install the item. Requestees are financially responsible for all costs associated the item, including a recognition plaque (if desired). Specific information on plaques is outlined below.
 - Will work with the Requestee to install the item.
- e. If the request is declined, the parks manager will attempt work with the Requestee to amend the request so it is acceptable to both parties. If no agreement can be reached, the item will not be installed.
3. The parks manager will allow the following types of items:
 - a. **Benches** must be contoured style or another approved style, designed for outdoor use and constructed of materials approved by the parks manager. Once approved, benches must be purchased through a Parks Division-approved manufacturer. A brass or bronze plaque, no larger than 2 ½ x 6 inches, may be affixed to the bench.
 - b. **Picnic Tables** must be an approved style, designed for outdoor use and constructed of materials approved by the parks manager. Once approved, tables must be purchased through a Parks Division-approved manufacturer. A brass or bronze plaque, no larger than 2 ½ x 6 inches, may be affixed to the table.
 - c. **Trees and Shrubs** must be a size and species approved by the parks manager.
Plaques for trees and shrubs:
 - Must be made of bronze.
 - Can be no larger than 8 ½ x 11 inches.
 - Cannot be free standing, but must be affixed to a concrete, aggregate rock or boulder foundation. The parks manager will review the design of the proposed plaque and foundation and can provide examples of acceptable plaques.
 4. The installation of comparable items, (other than those specifically mentioned listed in this section), may be proposed by the Requestee and will be considered by parks manager.
 5. The parks manager may alter the proposed location of the item to ensure ease of maintenance and to prevent conflicts with other park features.

AIS-1564

3. A.

Business Meeting

Meeting Date: 12/10/2013

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:

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

Attachments

No file(s) attached.

AIS-1555

3. B.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): Consent Item

Agenda Title: Receive and File: Election Results, 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:

Information

ISSUE

Receive and file the official election results for the November 5, 2013, City of Tigard special election for a "Charter amendment to clarify urban renewal provisions."

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

STAFF RECOMMENDATION / ACTION REQUEST

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

KEY FACTS AND INFORMATION SUMMARY

- When the City Recorder canvasses the votes as required by the Washington County Elections Division, a copy is filed with the City Council to officially "receive and file" the information.
- As detailed in the Abstract of Votes, the following are the results of the election for the City of Tigard:
 - Ballot Measure 34-207 Charter amendment to clarify urban renewal provisions - Approved (75% yes; 25% no)
 - Attached are election results by precinct and a City of Tigard Precinct Map. Voter turnout for Washington County was 31%; voter turnout for the City of Tigard was about 23%.
- Also attached are the Council Calendar and the Tentative agenda for future Council meetings.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A - Receive and File Items

Attachments

Canvass of Votes - November 5, 2013, Special Election - Tigard Urban Renewal Charter Amendment

Precinct Map

Three-Month City Council Meeting Calendar

Tentative City Council Agenda Schedule



WASHINGTON COUNTY

OREGON

November 20, 2013

City Recorder
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97224

Enclosed you will find a copy of the Abstract of Votes for City of Tigard relating to the Special Election held on November 5, 2013. In accordance with ORS 255.295, please canvass the votes and notify the Washington County Elections Division within thirty (30) days of receipt by signing and returning the bottom portion of this letter to:

Washington County Elections Division
3700 SW Murray Blvd. Suite 101
Beaverton OR 97005

Thank you very much.

Sincerely,

Mickie Kawai
Elections Manager

MK/tk



I have canvassed the votes for City of Tigard, relating to the Special Election on November 5, 2013. By signing this canvass letter, I concur with the final results.

AUTHORIZING SIGNATURE

11.21.2013
DATE

Department of Assessment & Taxation, Elections Division

3700 SW Murray Blvd #101; Beaverton OR 97005

Phone: 503/846-5800

Fax: 503/846-5810

Website: www.co.washington.or.us/elections

E-mail: election@co.washington.or.us

34-207 City of Tigard - Charter Amendment

VOTES PERCENT

VOTES PERCENT

VOTE FOR 1

01 = Yes

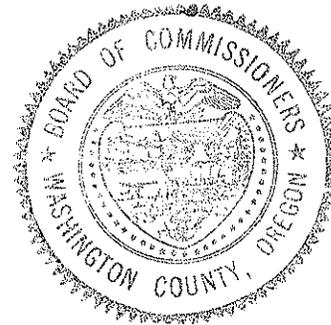
02 = No

5,231 75.47
1,700 24.53

03 = OVER VOTES
04 = UNDER VOTES

0
8

| | 01 | 02 | 03 | 04 |
|----------|------|-----|----|----|
| 0400 400 | 473 | 167 | 0 | 1 |
| 0402 402 | 186 | 58 | 0 | 0 |
| 0403 403 | 714 | 278 | 0 | 1 |
| 0404 404 | 461 | 178 | 0 | 0 |
| 0405 405 | 926 | 268 | 0 | 0 |
| 0406 406 | 569 | 193 | 0 | 1 |
| 0408 408 | 1076 | 311 | 0 | 3 |
| 0409 409 | 425 | 120 | 0 | 0 |
| 0416 416 | 308 | 93 | 0 | 2 |
| 0427 427 | 2 | 2 | 0 | 0 |
| 0450 450 | 11 | 3 | 0 | 0 |
| 0454 454 | 80 | 29 | 0 | 0 |



SUMMARY REPORT

Washington County, Oregon
Special Election
November 5, 2013

Official final

Run Date:11/18/13 11:56 AM

VOTES PERCENT

| | | |
|-------------------------------------|---------|--------|
| PRECINCTS COUNTED (OF 66) | 66 | 100.00 |
| REGISTERED VOTERS - TOTAL | 103,179 | |
| BALLOTS CAST - TOTAL | 32,433 | |
| VOTER TURNOUT - TOTAL | | 31.43 |

34-205 Cornelius Library - GOB

| | | |
|-----------------------|-----|-------|
| VOTE FOR 1 | | |
| Yes | 666 | 47.30 |
| No. | 742 | 52.70 |
| Over Votes | 0 | |
| Under Votes | 2 | |

34-206 Hillsboro School District - GOB

| | | |
|-----------------------|--------|-------|
| VOTE FOR 1 | | |
| Yes | 9,492 | 45.48 |
| No. | 11,379 | 54.52 |
| Over Votes | 1 | |
| Under Votes | 24 | |

3-434 Lake Oswego School District - LOL

| | | |
|-----------------------|----|-------|
| VOTE FOR 1 | | |
| Yes | 20 | 62.50 |
| No. | 12 | 37.50 |
| Over Votes | 0 | |
| Under Votes | 0 | |

34-207 City of Tigard - Charter Amendment

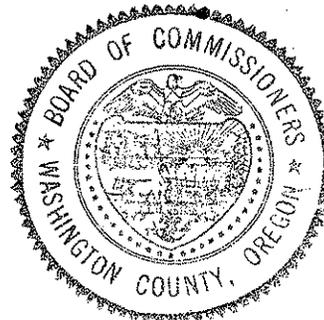
| | | |
|-----------------------|-------|-------|
| VOTE FOR 1 | | |
| Yes | 5,231 | 75.47 |
| No. | 1,700 | 24.53 |
| Over Votes | 0 | |
| Under Votes | 8 | |

34-208 Cornelius Rural Fire Protection - LOL

| | | |
|-----------------------|-----|-------|
| VOTE FOR 1 | | |
| Yes | 311 | 77.56 |
| No. | 90 | 22.44 |
| Over Votes | 0 | |
| Under Votes | 1 | |

34-209 City of Sherwood - Annexation

| | | |
|-----------------------|-------|-------|
| VOTE FOR 1 | | |
| Yes | 1,389 | 39.52 |
| No. | 2,126 | 60.48 |
| Over Votes | 0 | |
| Under Votes | 3 | |



CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

Date November 18, 2013

WASHINGTON COUNTY
ELECTIONS DIVISION

BY [Signature]

| | | | | | |
|--------------------------------|---------|---------|----------------------------|-------|---------|
| | TOTAL | PERCENT | | TOTAL | PERCENT |
| 01 = REGISTERED VOTERS - TOTAL | 103,179 | | 03 = VOTER TURNOUT - TOTAL | | 31.43 |
| 02 = BALLOTS CAST - TOTAL | 32,433 | | | | |

| | 01 | 02 | 03 |
|------------------------|------|------|-------|
| 0303 303 | 831 | 274 | 32.97 |
| 0304 304 | 2766 | 788 | 28.49 |
| 0307 307 | 1638 | 596 | 36.39 |
| 0308 308 | 161 | 65 | 40.37 |
| 0309 309 | 4207 | 1481 | 35.20 |
| 0310 310 | 272 | 110 | 40.44 |
| 0313 313 | 5 | 2 | 40.00 |
| 0314 314 | 191 | 86 | 45.03 |
| 0315 315 | 911 | 395 | 43.36 |
| 0316 316 | 763 | 301 | 39.45 |
| 0317 317 | 642 | 276 | 42.99 |
| 0318 318 | 2456 | 836 | 34.04 |
| 0319 319 | 1095 | 269 | 24.57 |
| 0322 322 | 269 | 102 | 37.92 |
| 0323 323 | 2972 | 755 | 25.40 |
| 0325 325 | 3 | 1 | 33.33 |
| 0326 326 | 296 | 109 | 36.82 |
| 0327 327 | 3291 | 987 | 29.99 |
| 0328 328 | 1326 | 502 | 37.86 |
| 0329 329 | 3509 | 1113 | 31.72 |
| 0330 330 | 1171 | 356 | 30.40 |
| 0332 332 | 1926 | 776 | 40.29 |
| 0333 333 | 275 | 50 | 18.18 |
| 0334 334 | 118 | 51 | 43.22 |
| 0335 335 | 4387 | 1720 | 39.21 |
| 0336 336 | 2680 | 936 | 34.93 |
| 0337 337 | 3802 | 1174 | 30.88 |
| 0338 338 | 4357 | 1410 | 32.36 |
| 0341 341 | 183 | 86 | 46.99 |
| 0343 343 | 4246 | 1622 | 38.20 |
| 0344 344 | 3877 | 1186 | 30.59 |
| 0345 345 | 28 | 12 | 42.86 |
| 0346 346 | 279 | 141 | 50.54 |
| 0347 347 | 50 | 18 | 36.00 |
| 0348 348 | 31 | 12 | 38.71 |
| 0356 356 | 935 | 241 | 25.78 |
| 0358 358 | 1299 | 398 | 30.64 |
| 0370 370 | 2179 | 801 | 36.76 |
| 0373 373 | 310 | 104 | 33.55 |
| 0374 374 | 10 | 4 | 40.00 |
| 0394 394 | 139 | 20 | 14.39 |
| 0398 398 | 51 | 17 | 33.33 |
| 0400 400 <i>Tigard</i> | 2822 | 641 | 22.71 |
| 0402 402 " | 1029 | 244 | 23.71 |
| 0403 403 " | 3788 | 993 | 26.21 |
| 0404 404 " | 2623 | 639 | 24.36 |
| 0405 405 " | 4361 | 1194 | 27.38 |
| 0406 406 " | 3039 | 763 | 25.11 |
| 0408 408 " | 4263 | 1390 | 32.61 |
| 0409 409 " | 2654 | 545 | 20.54 |
| 0410 410 | 10 | 1 | 10.00 |
| 0416 416 <i>Tigard</i> | 1656 | 403 | 24.34 |
| 0422 422 | 16 | 5 | 31.25 |
| 0424 424 | 4113 | 1497 | 36.40 |
| 0426 426 | 249 | 113 | 45.38 |
| 0427 427 <i>Tigard</i> | 22 | 4 | 18.18 |

01 = REGISTERED VOTERS - TOTAL
02 = BALLOTS CAST - TOTAL

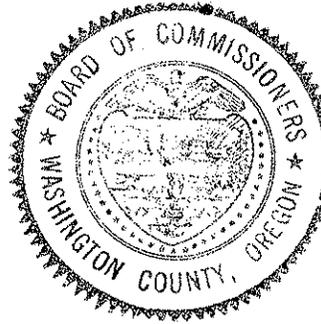
TOTAL PERCENT
103,179
32,433

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT
31.43

(CONTINUED FROM PREVIOUS PAGE)

| | 01 | 02 | 03 |
|------------------------|------|------|-------|
| 0430 430 | 1622 | 691 | 42.60 |
| 0431 431 | 210 | 86 | 40.95 |
| 0435 435 | 3677 | 1419 | 38.59 |
| 0439 439 | 102 | 53 | 51.96 |
| 0440 440 | 1407 | 310 | 22.03 |
| 0450 <u>450</u> Tigard | 69 | 14 | 20.29 |
| 0452 452 | 556 | 141 | 25.36 |
| 0454 <u>454</u> Tigard | 688 | 109 | 15.84 |
| 0457 457 | 2127 | 602 | 28.30 |
| 0460 460 | 2139 | 393 | 18.37 |



CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

Date November 18, 2013

WASHINGTON COUNTY
ELECTIONS DIVISION

BY M. Kauri

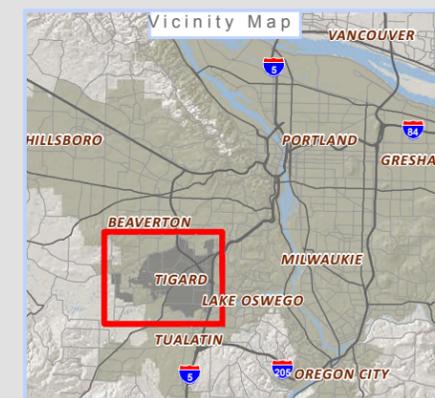
Voting Precincts

City of Tigard Oregon

-  Precincts
-  Tigard City Boundary

Tigard Precincts:

400, 402, 403, 404, 405, 406, 408, 409, 416, 427, 450, 454

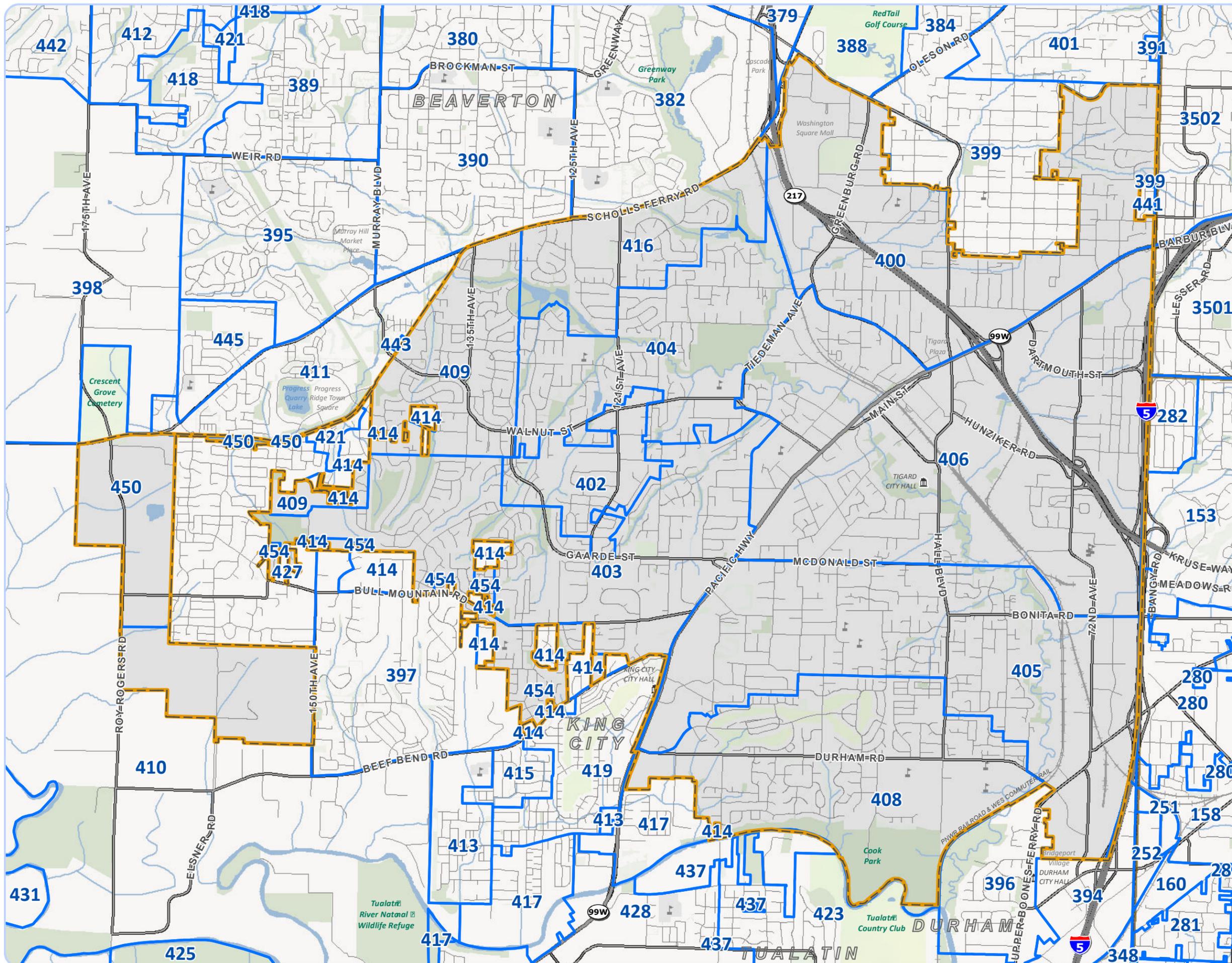


TIGARD MAPS

Map Created: 11/16/2013

"A Place to Call Home"

City of Tigard, Oregon
 13125 SW Hall Blvd
 Tigard, OR 97223
 503 639-4171
www.tigard-or.gov





MEMORANDUM

TO: Honorable Mayor & City Council/City Center Development Agency Board

FROM: Cathy Wheatley, City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: November 25, 2013

December

| | | |
|-----|-----------|---|
| 3 | Tuesday | City Center Development Agency – 6:30 p.m., Town Hall |
| 10* | Tuesday | Council Business Meeting—6:30 p.m., Town Hall |
| 17* | Tuesday | Council Workshop Meeting – 6:30 p.m., Town Hall |
| 24* | Tuesday | Council Business Meeting – Cancelled |
| 25 | Wednesday | Christmas Holiday – City Hall Offices Closed |

January

| | | |
|-----|-----------|--|
| 1 | Wednesday | New Year’s Day Holiday – City Hall Offices Closed |
| 7 | Tuesday | City Center Development Agency – 6:30 p.m., Town Hall |
| 14* | Tuesday | Council Business Meeting—6:30 p.m., Town Hall |
| 20 | Monday | Martin Luther King, Jr. Holiday – City Hall Offices Closed |
| 21* | Tuesday | Council Workshop Meeting – 6:30 p.m., Town Hall |
| 28* | Tuesday | Council Business Meeting – 6:30 p.m., Town Hall |

February

| | | |
|-----|---------|---|
| 4 | Tuesday | City Center Development Agency – 6:30 p.m., Town Hall |
| 11* | Tuesday | Council Business Meeting—6:30 p.m., Town Hall |
| 17 | Monday | Presidents Day Observed – City Hall Offices Closed |
| 18* | Tuesday | Council Workshop Meeting—6:30 p.m., Town Hall |
| 24* | Tuesday | Council Business Meeting—6:30 p.m., Town Hall |

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

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

**City Council Tentative Agenda
 12/2/2013 2:23 PM - Updated**

| Form # | Meeting Date | Submitted By | Meeting Type | Title | Department | Inbox or Finalized |
|--|--------------|--------------------|--------------|--|------------------------------------|---------------------------|
| 1330 | 12/10/2013 | Carol Krager | AAA | December 10, 2013 City Council Business Meeting | | |
| 1529 | 12/10/2013 | Greer Gaston | ACCSTUDY | 15 Minutes - Discuss Two Non-City-Initiated Requests to Name Parks | Public Works | MartyW, City Manager |
| Total Time: 15 of 45 minutes have been scheduled | | | | | | |
| 1534 | 12/10/2013 | Debbie Smith-Wagar | ACONSENT | Consent Item - Authorize the Mayor to Execute an Intergovernmental Agreement with Metro Regarding a CET Grant for the River Terrace Community Plan | Financial and Information Services | |
| 1552 | 12/10/2013 | Carol Krager | ACONSENT | Consent Item - Approve and Authorize City Manager to Sign Regional Justice Information Network (RegJIN) Intergovernmental Agreements | City Management | 11/25/2013 |
| 1555 | 12/10/2013 | Cathy Wheatley | ACONSENT | Consent Item - Receive and File: Election Results, Council Calendar and Council Tentative Agenda | Administrative Services | Wheatley C, City Recorder |
| 1482 | 12/10/2013 | J Bengtson | CCBSNS | 1 5 Minutes - Proclaim Human Rights Day | City Management | 11/18/2013 |
| 1468 | 12/10/2013 | Liz Lutz | CCBSNS | 2 5 Minutes - Appoint Budget Committee Members | FIS | 12/02/2013 |
| 1554 | 12/10/2013 | Tom McGuire | CCBSNS | 3 5 Minutes - Planning Commission Appointments | Community Development | 12/02/2013 |
| 1510 | 12/10/2013 | Sandy Zodrow | CCBSNS | 4 5 Minutes - Request for Public Input - City Manager Performance Review Criteria | City Management | 12/02/2013 |
| 1559 | 12/10/2013 | Carol Krager | CCBSNS | 5 10 Minutes - Consider Authorizing the City Manager to Execute an Easement Related to the Potso Dog Park Parking Lot Project | City Management | 11/26/2013 |
| 1544 | 12/10/2013 | Greer Gaston | CCBSNS | 6 10 Minutes - View a Promotional Water Video Prepared by the Lake Oswego Tigard Water Partnership | Public Works | MartyW, City Manager |
| 1455 | 12/10/2013 | C Wheatley | CCBSNS | 7 20 Minutes - Options for Big Box Code Amendments | City Management | MartyW, |
| 1528 | 12/10/2013 | Liz Newton | CCBSNS | 8 20 Minutes - Discuss Legislative Agenda for 2014 Legislative Session | City Management | 12/02/2013 |
| Total Time: 80 of 100 minutes have been scheduled | | | | | | |

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

**City Council Tentative Agenda
 12/2/2013 2:23 PM - Updated**

| | | | | | | |
|------|------------|-----------------|----------|---|------------------------------------|--------------------------------------|
| 1331 | 12/17/2013 | Carol Krager | AAA | December 17, 2013 City Council Workshop Meeting | | |
| 1442 | 12/17/2013 | Cheryl Caines | CCWKSHOP | 1 30 Minutes - Tigard Triangle Strategic Plan Update (Joint meeting with the Planning Commission) | Community Development | Asher, K, Community Development Dir. |
| 1492 | 12/17/2013 | Lloyd Purdy | CCWKSHOP | 2 15 Minutes - Economic Development Quarterly Update | Community Development | Purdy, L, Econ Development Mgr |
| 1239 | 12/17/2013 | Greer Gaston | CCWKSHOP | 3 15 Minutes - Briefing on Capital Improvement Plan Projects | Public Works | Rager B, Asst. PW Director |
| 1456 | 12/17/2013 | Cathy Wheatley | CCWKSHOP | 4 30 Minutes - Review City Survey Results | City Management | Newton L, Assistant City Manager |
| 1483 | 12/17/2013 | C Wheatley | CCWKSHOP | 5 55 Minutes - Strategic Plan | City Management | MartyW |
| 1511 | 12/17/2013 | Sandy Zodrow | CCWKSHOP | 6 35 Minutes - Annual Performance Review for City Manager (Executive Session) | City Management | Zodrow S, HR Director |
| | | | | Total Time: 180 of 180 minutes have been scheduled | | |
| 1425 | 01/07/2014 | Cathy Wheatley | AAA | January 7, 2014 City Center Development Agency Meeting – No items scheduled as of 12/2/2013 | | |
| 1426 | 01/14/2014 | Cathy Wheatley | AAA | January 14, 2014 City Council Business Meeting | | |
| 1472 | 01/14/2014 | Carissa Collins | ACCSTUDY | 20 Minutes - Review and Evaluation of the FY 2015-19 Capital Improvement Program Priorities | Financial and Information Services | Collins C, Sr Mgmt Analyst (Fin Adm) |
| 1530 | 01/14/2014 | Greer Gaston | ACCSTUDY | 15 Minutes - Briefing on the First Amendment to an Agreement with Clean Water Services Regarding the Derry Dell Sewer Project | Public Works | Stone Mike, City Engineer |
| 1542 | 01/14/2014 | Cathy Wheatley | ACCSTUDY | 10 Minutes - Council Travel Policy | Administrative Services | MartyW, City Manager |
| | | | | Total Time: 45 of 45 minutes have been scheduled | | |

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

**City Council Tentative Agenda
12/2/2013 2:23 PM - Updated**

| | | | | | | |
|---|------------|----------------|----------|---|------------------------------------|------------------------------------|
| 1553 | 01/14/2014 | Renee Ferguson | ACONSENT | 0 Minutes - Consider Resolution to Approve a Nature in Neighborhoods Metro Grant Application | Public Works | Martin S, Parks Manager |
| 1520 | 01/14/2014 | Cathy Wheatley | CCBSNS | 1 30 Minutes - Mayor Cook's State of the City Address Likely to be moved to another venue. | Administrative Services | Wheatley C, City Recorder |
| 1540 | 01/14/2014 | Cheryl Caines | CCBSNS | 2 20 Minutes - Annexation of City Property (E Bull Mtn.) and portions of right-of-way (Wilmington Ln and Locust St) | Community Development | Caines C, Assoc Planner |
| 1512 | 01/14/2014 | Louis Sears | CCBSNS | 3 25 Minutes - Hold for MACC Comcast cable franchise renewal | Financial and Information Services | |
| 1545 | 01/14/2014 | Carol Krager | CCBSNS | 4 20 Minutes - Adopt the City's 2014 Legislative Agenda | City Management | Newton L, Assistant City Manager |
| Total Time: 100 of 100 minutes have been scheduled | | | | | | |
| 1427 | 01/21/2014 | Cathy Wheatley | AAA | January 21, 2013 Workshop Meeting - Mayor Cook Absent | | |
| 1506 | 01/21/2014 | Liz Lutz | CCWKSHOP | 75 Minutes - Second Quarter Budget Committee meeting | Financial and Information Services | Lutz L, Conf Exec Asst |
| 1514 | 01/21/2014 | John Goodrich | CCWKSHOP | 15 Minutes - Briefing on a Joinder Agreement for Willamette Water Supply Program | Public Works | Goodrich J, Utility Div Manager |
| 1547 | 01/21/2014 | Liz Lutz | CCWKSHOP | 45 Minutes - River Terrace Finance Report and Discussion | Financial and Information Services | LaFrance T, Fin/Info Svcs Director |
| Total Time: 135 of 180 minutes have been scheduled | | | | | | |

| | | | |
|------------------|--------------------------|------------------|--------------------------|
| Meeting Banner | <input type="checkbox"/> | Business Meeting | <input type="checkbox"/> |
| Study Session | <input type="checkbox"/> | Special Meeting | <input type="checkbox"/> |
| Consent Agenda | <input type="checkbox"/> | Meeting is Full | <input type="checkbox"/> |
| Workshop Meeting | <input type="checkbox"/> | CCDA Meeting | <input type="checkbox"/> |

**City Council Tentative Agenda
12/2/2013 2:23 PM - Updated**

| | | | | | | |
|---|------------|-----------------|----------|--|------------------------------------|--------------------------------------|
| 1428 | 01/28/2014 | Cathy Wheatley | AAA | January 28, 2014 City Council Business Meeting - Mayor Cook absent. | | |
| 1507 | 01/28/2014 | Greer Gaston | ACCSTUDY | 1 20 Minutes - Executive Session on Real Property Negotiations | Public Works | 11/04/2013 |
| 1561 | 01/28/2014 | Greer Gaston | ACCSTUDY | 2 15 Minutes - Executive Session on Real Property Negotiations | Public Works | 12/02/2013 |
| 1543 | 01/28/2014 | Cathy Wheatley | ACCSTUDY | 3 10 Minutes - Discuss the Tree Board | Administrative Services | MartyW, City Manager |
| Total Time: 45 of 45 minutes have been scheduled | | | | | | |
| 1533 | 01/28/2014 | Renee Ferguson | ACONSENT | Authorize the City Manager to Execute the First Amendment to an Agreement with Clean Water Services Regarding the Derry Dell Sewer Project | Public Works | Stone Mike, City Engineer |
| 1449 | 01/28/2014 | Loreen Mills | CCBSNS | 20 Minutes - Public Hearing - Amending Tigard Municipal Code Title 15.06 Franchise Utility Ordinance | City Management | Mills L, Asst to City Manager |
| 1486 | 01/28/2014 | Carissa Collins | CCBSNS | 20 Minutes - FY 2014 Second Quarter Supplemental Budget Amendment | Financial and Information Services | Collins C, Sr Mgmt Analyst (Fin Adm) |
| 1515 | 01/28/2014 | John Goodrich | CCBSNS | 10 Minutes - Authorize the City Manager/Mayor to Execute a Joinder Agreement for Willamette Water Supply Program | Public Works | Goodrich J, Utility Div Manager |
| 1548 | 01/28/2014 | John Floyd | CCBSNS | 60 Minutes - Tigard Parks Zone Project DCA2013-00003 | Community Development | Floyd J, Associate Planner |
| Total Time: 110 of 100 minutes have been scheduled | | | | | | |
| 1429 | 02/04/2014 | Cathy Wheatley | AAA | February 4, 2014 City Center Development Agency Meeting – Nothing scheduled as of 12/2/2013 | | |

| | | | |
|------------------|--------------------------|------------------|--------------------------|
| Meeting Banner | <input type="checkbox"/> | Business Meeting | <input type="checkbox"/> |
| Study Session | <input type="checkbox"/> | Special Meeting | <input type="checkbox"/> |
| Consent Agenda | <input type="checkbox"/> | Meeting is Full | <input type="checkbox"/> |
| Workshop Meeting | <input type="checkbox"/> | CCDA Meeting | <input type="checkbox"/> |

**City Council Tentative Agenda
12/2/2013 2:23 PM - Updated**

| | | | | | | |
|--|------------|-----------------|----------|---|------------------------------------|----------------------------------|
| 1430 | 02/11/2014 | Cathy Wheatley | AAA | February 11, 2014 City Council Business Meeting | | |
| 1524 | 02/11/2014 | Greer Gaston | ACCSTUDY | 30 Minutes - Briefing and Discussion on the Development of a Willamette River Water Supply in Conjunction with the City of Sherwood | Public Works | Koellermeier D, Public Works Dir |
| Total Time: 30 of 45 minutes have been scheduled | | | | | | |
| 1274 | 02/11/2014 | Kristie Peerman | CCBSNS | 20 Minutes - Consider a Resolution to Adopt the Westside Trail Master Plan | Public Works | Martin S, Parks Manager |
| 1556 | 02/11/2014 | Cathy Wheatley | CCBSNS | 10 Minutes - Presentation from Community Action of Washington County | Administrative Services | Wheatley C, City Recorder |
| Total Time: 30 of 100 minutes have been scheduled | | | | | | |
| 1431 | 02/18/2014 | Cathy Wheatley | AAA | February 18, 2014 Workshop Meeting Nothing scheduled as of 12/2/2013 | | |
| 1432 | 02/25/2014 | Cathy Wheatley | AAA | February 25, 2014 City Council Business Meeting Nothing scheduled as of 12/2/2013 | | |
| 1433 | 03/04/2014 | Cathy Wheatley | AAA | March 4, 2014 City Center Development Agency Meeting Nothing scheduled as of 12/2/2013 | | |
| 1434 | 03/11/2014 | Cathy Wheatley | AAA | March 11, 2014 City Council Business Meeting | | |
| 1518 | 03/11/2014 | Liz Lutz | ACCSTUDY | 30 Minutes - Review of 2014 Community Event Funding Requests | Financial and Information Services | Lutz L, Conf Exec Asst |
| Total Time: 30 of 45 minutes have been scheduled | | | | | | |

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

City Council Tentative Agenda
 12/2/2013 2:23 PM - Updated

| | | | | | | |
|--|------------|----------------|----------|--|------------------------------------|--------------------------------|
| 1435 | 03/18/2014 | Cathy Wheatley | AAA | March 18, 2014 Workshop Meeting | | |
| 1493 | 03/18/2014 | Lloyd Purdy | CCWKSHOP | 15 Minutes - Update on Economic Development Activity | Community Development | Purdy, L, Econ Development Mgr |
| Total Time: 15 of 180 minutes have been scheduled | | | | | | |
| 1436 | 03/25/2014 | Cathy Wheatley | AAA | March 25, 2014 City Council Business Meeting | | |
| 1517 | 03/25/2014 | Liz Lutz | CCBSNS | 10 Minutes - Consider a Resolution Granting Exemption from Property Taxes under TMC 3.50 for xx Non-Profit Low Income Housing Projects | Financial and Information Services | Lutz L, Conf Exec Asst |
| Total Time: 10 of 100 minutes have been scheduled | | | | | | |

AIS-1552

3. C.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): Consent Item

Agenda Title: Approve and Authorize City Manager to Sign Regional Justice Information Network (RegJIN) Intergovernmental Agreements

Submitted By: Carol Krager, City Management

Item Type: Motion Requested **Meeting Type:** Consent Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall City Council approve and authorize the City Manager to sign Regional Justice Information Network (RegJIN) Intergovernmental Agreements?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval and authorization of City Manager to sign the RegJIN Intergovernmental Agreements.

KEY FACTS AND INFORMATION SUMMARY

The current Tigard Police Department's records management system, Portland Police Data System (PPDS) is outdated and will be replaced soon. RegJIN, the upgraded system, should be fully functional by December, 2014. The City of Portland requests all participating agencies return a signed Master Intergovernmental Agreement by the end of December, 2013, and a signed Participant Intergovernmental Agreement by March, 2014.

There are no known technology or legal concerns that would prevent our signing the agreements. The attached Master Intergovernmental Agreement is a final version and the Participant Intergovernmental Agreement is a draft, but it is not expected to change in any substantial way. The User Intergovernmental Agreement will be sent to us after the first of the year. Please note that the cost range for this new system falls at or below what we are currently paying.

OTHER ALTERNATIVES

N/A

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

N/A

Fiscal Impact

Cost: N/A

Budgeted (yes or no): Yes

Where Budgeted (department/program): PD

Additional Fiscal Notes:

N/A

Attachments

Overview of Police Records Management System Upgrade

RegJIN Master IGA

RegJIN Participant IGA



City of Tigard Memorandum

COPY

To: Honorable Mayor and City Councilors
From: Alan Orr, Chief of Police *for Chief Orr*
Re: Overview of the Police Records Management System Upgrade
Date: October 16, 2013

The law enforcement records management system that the Tigard Police Department currently utilizes, the Portland Police Data System (PPDS), is now operating with obsolete technology. The City of Portland, the agency who hosts the system, is in the process of implementing an upgrade known as the Regional Justice Information Network (RegJIN).

Overview

The current system is critical to law enforcement operations. PPDS aggregates information based on data collected from officer reports (including crime and accident reports) and makes it available via real-time inquiries to officers and command staff as well as records staff.

Unfortunately the legacy PPDS system, which went live in the early 1980s, is no longer supported by the vendor. The upgrade to RegJIN provides continuity of operations and includes the following benefits:

- Modernizes law enforcement data collection and record keeping
- Creates a fully integrated system reducing redundant data entry and data loss
- Increases data sharing and collaboration between a larger number of agencies
- Enhances access to crime information and emerging local trends

The City of Tigard Police Department cannot operate without a real-time data management system and is not financially prepared to implement a stand-alone system. The City will be renewing its agreement with the City of Portland to host the upgraded system by the end of December 2013. At the present time, nearly 40 regional agencies representing five counties and two states have indicated that they will participate (please see attachment for the full list).

In the spring of 2014 the City of Tigard will implement the officer report writing aspect of the new system. It is anticipated that all jurisdictions will go-live with full implementation by November or December 2014.

Costs

The total cost per agency will be finalized once the number of participants has been confirmed sometime in the spring of 2014. The current estimated cost range is \$45 to \$75 per sworn officer

per month. Based on Tigard's current sworn count of 68 officers, this translates into an annual cost range of \$36,720 to \$61,200. If the current number of participating agencies becomes final, the cost will likely be closer to \$55 per sworn officer per year, or \$44,880 for Tigard. As of the FY 2013-14 Adopted Budget, Tigard's annual cost associated with the current system, PPDS, is \$62,042.

We will continue to provide updates as we get closer to go-live.

Attachment

- List of current partner agencies

RegJIN Partner Agencies (RPA)

Organized by County

Monday, March 25, 2013

COLUMBIA COUNTY (7)

- Clatskanie PD 
- Columbia City PD 
- Columbia County SO 
- Rainier PD 
- Scappoose PD 
- St. Helens PD 
- Vernonia PD 

CLARK COUNTY (8)

- Battle Ground PD 
- Camas PD 
- Clark County SO (CCSO) 
- La Center PD 
- Ridgefield PD 
- Vancouver PD (VPD) 
- Washington State University (WSU) 
- Washougal PD 

WASHINGTON COUNTY (12)

- Banks PD 
- Beaverton PD 
- Cornelius PD 
- Forest Grove PD 
- Gaston PD 
- Hillsboro PD 
- King City PD 
- North Plains PD 
- Sherwood PD 
- Tigard PD 
- Tualatin PD 
- Washington County SO (WCSO) 

MULTNOMAH COUNTY (8)

- Fairview PD 
- Gresham PD (GPD) 
- Mult. County SO (MCSO) 
- OHSU DPS 
- Port of Portland PD (PDX) 
- Portland Police Bureau (PPB) 
- Portland State University (PSU) 
- Troutdale PD 

CLACKAMAS COUNTY (4)

- Canby PD 
- Gladstone PD 
- Lake Oswego PD (LOPD) 
- Milwaukie PD 



REGJIN

MASTER

IGA

**MASTER INTERGOVERNMENTAL AGREEMENT FOR THE USER BOARD OF THE
REGIONAL JUSTICE INFORMATION SYSTEM (RegJIN)
No. 30003644**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into, pursuant to Oregon Revised Statutes ("ORS") 190.003 to 190.085, and Revised Code of Washington ("RCW") 39.34.030 by and among the City of Portland, an Oregon municipal corporation ("City"), and the Regional Partner Agencies (herein collectively, the "RPA").

RECITALS

WHEREAS, the City has acquired a law enforcement Records Management System ("RMS") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and RPA find that a primary objective of the region is to develop a shared common database available in the RMS in order to cooperatively prevent criminal activity, track resource utilization, facilitate rapid and efficient communications, provide immediate and coordinated assistance among agencies for day-to-day, tactical, and strategic operations, improve the ability of law enforcement to prevent and solve criminal activity through shared system functionality and cooperative operations, effectively prosecute criminals, and identify short and long term leveraging opportunities for cost effective infrastructure investments to meet regional requirements; and

WHEREAS, the City and RPA desire to create a User Board to provide input, guidance and strategic direction for the RMS; and

WHEREAS, regionalization and interoperability provides a cost effective and efficient acquisition of the RMS and improvements through economies of scale, coordination and sharing; and

WHEREAS, use of the City's RMS assets with the RPA will increase overall system reliability and reduce duplicative systems while allowing for shared information; and

WHEREAS, creation of this Intergovernmental Agreement for the RMS may also be expanded to include other public safety technologies in the future; and

WHEREAS, the participating jurisdictions now desire to enter into this Agreement, and being fully advised; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Capital Cost" is the estimated and budgeted amount required, including but not limited to, the direct cost for hardware, software, project management, planning, design, engineering, procurement, labor and materials for designing, procuring, installation, testing, commissioning, training, and otherwise implementing the

RMS and its future components. Capital Cost does not include non-City RPA assets, non-City RPA specific applications, data conversion of data not contained in the Portland Police Data System (PPDS), the RPA side of RMS System interfaces, non-City user devices such as computer workstations, mobile computers, desktop and mobile computer operating system software and printers, and non-City network components.

- B. "Days" means calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- C. "City/RPA Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City and/or RPA, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA, Computer Fraud and Abuse Act), (8) criminal history information that is not subject to disclosure based on State of Oregon, State of Washington, or Federal rules and regulations, (9) criminal investigation information, (10) tactical and strategic public safety information, and (11) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City and/or RPA including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

"Confidential Information" includes, but is not limited to, any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

- D. "Cost Sharing Formula" is the plan and periodic amendments thereof, adopted by the City based on recommendations by the User Board that apportions User

Fees, capital, operation, maintenance, repair and replacement costs and use of grant funding among the Entry and Inquiry Only RPA. The Cost Sharing Formula is attached as Exhibit A.

- E. "Entry RPA" includes the City of Portland and any authorized agency who enters data into the RMS. Entry RPA may take part in decisions or activities of the User Board in which the Entry RPA has discretion to participate. Entry RPA shall have full voting rights. The City shall be considered an Entry RPA for voting purposes.
- F. "Inquiry Only RPA" is an agency who has access to view the RMS data but does not input any data. Inquiry Only RPA have no voting rights on the User Board.
- G. "Operation and Maintenance Cost" are the budgeted amount required for the operation and maintenance of the RMS which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, maintenance, personnel, facilities use and rental costs, and training for the upcoming year. Operating and Maintenance Cost shall be allocated to the Entry and Inquiry Only RPA according to the Cost Sharing Formula.
- H. "Project" shall mean any effort undertaken by the System Manager, as recommended by the User Board, to improve or modify the RegJIN RMS.
- I. "Quorum of the Board" is comprised of fifty (50) percent of the Entry RPA, plus one.
- J. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by any RPA.
- K. "RPA" shall mean Inquiry Only and Entry Partners
- L. "Records Management System" is the tangible assets and/or Systems acquired or purchased by the City to develop, implement and operate the RegJIN RMS.
- M. "RegJIN RMS" is the law enforcement records management system acquired and implemented by the City of Portland for use by the RPA.
- N. "Strategic Plan" is the plan and periodic amendments thereof, setting forth the vision, strategy and benefits for the RegJIN RMS as recommended by the User Board and approved by the City.
- O. "System Manager" is the individual and his/her designated named backups appointed by the City of Portland to manage and operate the RMS on a daily basis.
- P. "Technology Management Plan" is the plan and periodic amendments thereof, that is recommended by the User Board and approved by the City that provides technical guidance for operation, maintenance, and repair of the RMS.

- Q. "Unanimous Vote" or "Unanimously" means that approval is required by the City and all Entry RPA present at a User Board meeting. A Quorum of the Board is required for all Unanimous Votes.
- R. "Upgrade Plan" is the Plan for upgrading the RMS, and periodic amendments thereof, that is recommended by the User Board and approved by the City, including, but not limited to, detailed technical designs, estimated budget for the capital costs of acquiring, constructing, and deploying the technical design, estimated budget for upgrading the RMS.
- S. "User Board" is the administrative body of the RegJIN User Board.
- T. "User Fees" are fees set by the City for RPA access and use of the RMS and as agreed to between the City and a RPA in a Participating IGA.
- U. "Withdrawal Plan" is a plan providing the manner of complete withdrawal for an RPA, or for an Entry RPA to move to an Inquiry Only RPA.

2. ESTABLISHMENT OF USER BOARD:

There is hereby established the RegJIN User Board ("User Board") for the purpose as described below and subject to the terms and conditions herein. The User Board is established to plan and advise the City of Portland in the operation of the RMS, which serves the geographic area encompassed by Clackamas, Columbia, Multnomah, and Washington Counties of Oregon State and Clark County of Washington State (along with future RPA). Thereafter, the RPA may recommend expansion of the System and pursue other services as agreed to by the City and Entry RPA.

3. STATEMENT OF PURPOSE:

General

The User Board is formed to create a user based structure for making recommendations to the City regarding the planning, funding, operations, and maintenance of the RMS including, but not limited to, transition planning, User and administrative training procedures, training equipment and facilities, uniform data entry, complying with federal and state reporting requirements, maintaining data integrity, operational efficiencies, physical backup and redundancy, and obtaining and managing additional resources such as grants to support RMS maintenance, enhancement, and extension. The User Board may perform functions, which may include, but are not limited to the following:

- A. Cooperatively develop or review and recommend changes or adoption of a Strategic Plan for maintaining the viability and efficiency of the RMS.
- B. Review and recommend which RMS data and applications will be shared among the City and RPA.
- C. Cooperatively develop or review and recommend changes or adoption of a coordinated long-term plan for capital and operating funding of the RMS, including methods to allocate costs.

- D. Review and recommend changes to established Standard Operating Procedures (SOPs) and technical standards for the operations and business continuity of the RMS.
- E. Review and recommend changes or adoption of the RMS Technology Management Plan.
- F. Review and recommend changes to the operational and maintenance procedures of the RMS for assets owned by the City in a manner that resolves operational interface issues with each RPA's local assets.
- G. Recommend admission of new RPA.
- H. Review and recommend changes to RMS operational and maintenance procedures with the goal of balancing regional requirements against Entry RPA data collection and reporting autonomies.
- I. Apply for grants and other available funding sources to fund RMS enhancements and capability extensions.
- J. Participate in, and recommend process changes to ensure the successful deployment of the RMS and, in the future, RMS extensions and enhancements.
- K. Review and recommend changes of the annual operational budget developed to support and fund the RMS.
- L. Review and recommend Changes to the RMS Cost Sharing Formula.

4. **ADMINISTRATIVE BODY:**

The User Board shall have the duties as provided below.

- A. The User Board, as an advisory group formed to furnish advice to the City of Portland, shall be subject to and comply with the requirements of the Oregon Public Meetings laws.
- B. The User Board shall be composed of one representative appointed by each Entry RPA, which includes one representative appointed by the City. The User Board shall elect a Chair, and Vice-Chair who shall each serve for a two year term. The Chair, or in the Chair's absence the Vice-Chair, shall preside over all User Board meetings.
- C. The Entry RPA, through the Board, shall administer the operation of the User Board. Each Entry RPA and the City shall have one vote. Each Entry RPA shall appoint, at its pleasure, one primary representative, and one alternate representative who may attend all Board meetings. The primary and alternate representatives may jointly participate in all discussions of the User Board; provided however that the vote of the Entry RPA shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Entry RPA's vote. No User Board member

may grant proxy voting power to another User Board member from another Entry RPA. A tie vote shall not be sufficient to pass a measure or recommendation.

- D. The Board may meet monthly at the discretion of the Chair, but in no event less than twice per year. It may meet more frequently as determined by the Chair or as requested by any Entry RPA or the City.
- E. A Quorum of the Board is required for the User Board to make any official recommendation or action.
- F. Unless otherwise provided herein, all User Board actions shall require approval by a majority of the Entry RPA present at an official Board meeting.
- G. The User Board Chair shall be responsible for providing notices of public meetings and keeping of minutes in compliance with Oregon Public Records laws. The minutes shall summarize the discussions completed during Board meetings and include all official actions taken by the Board, along with any vote tallies associated with those actions.
- H. The Chair or designee shall represent the User Board at official public meetings as requested by the City or other Entry RPA during which the Chair or designee shall report on the opinion and/or recommendations of the Board regarding specific issues being discussed that are relevant to the Board or RMS. The Chair or designee shall limit their participation in this capacity to reporting on official actions and recommendations taken by the Board.
- I. The User Board shall undertake the following:
 - 1. Review and recommend changes to the Strategic Plan developed by or updated by the City.
 - 2. Review and recommend changes to the Technology Management Plan developed by or updated by the City.
 - 3. Review and recommend changes to the Cost Sharing Formula developed by or updated by the City.
 - 4. Review and recommend changes to the annual objectives and work plans developed by the System Manager.
 - 5. Review and recommend changes to the general policy guidelines and/or Standard Operating Procedures developed by the System Manager for the RMS.
 - 6. Provide oversight and direction regarding User Board operations.
 - 7. Establish committees and appoint committees as needed.
 - 8. Review and comment on all Plans at least once every four years.
 - 9. Makes other recommendations as necessary.

- J. The User Board shall review and make recommendations on the acceptance of any new RPA as outlined in Section 10. Recommendations on acceptance of a new RPA shall be by Unanimous vote.
- K. The User Board, at its first organizational meeting, or as soon thereafter as reasonable, shall adopt rules governing its procedures, and including at a minimum 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method, term and manner of election of User Board officers; and 4) establish committees and appoint committee representatives from among the RPA; and 5) any other procedures deemed necessary as outlined in Section 7.

5. **PROJECTS AND FUNDING:**

- A. Funds for Capital Cost of the initial RMS implementation will be contributed by the City. Funds for the Capital Costs of future components of the RMS will be jointly contributed by the City and other RPA based on a recommended allocation formula, taking into account application of grant funding and credit for contributed assets, if any. The RPA agree to request such grant funding whenever possible.
- B. According to adopted Strategic and Cost Sharing Formulas, the User Board may recommend Projects which further improve, expand, enhance and support the RMS, including, but not limited to, acquisition of hardware, software and equipment, upgrades and other steps to improve and extend the RMS.
- C. Entry RPA may propose improvements to the RMS by giving written notice to the User Board, describing the proposed improvement and identifying its benefits. Within 90 days, the User Board shall meet to discuss the proposal and determine if there is interest in pursuing the proposed Project. If so, the User Board shall direct the System Manager to research the proposed Project to determine or confirm any cost and operational impacts and to report back on the findings to the User Board. Subsequent to receiving the System Manager's report, the User Board may hold a vote to recommend whether or not the proposed Project should be undertaken.
- D. Any significant changes to the RMS shall consider the following factors, including but not limited to, sources of funding (City, RPA, available grants and other sources), technical and business impact to the City and RPA, and the recommendation(s) of the User Board. Capital and Operating Costs for such changes shall be allocated among the City, Entry and Inquiry RPA as determined by the Cost Sharing Formula and incorporated into each RPA's Participating IGA as part of the User Fees.
- E. Each RPA agrees to inform the User Board of potential grant sources and thereupon the User Board shall determine if the User Board should pursue that source. If the User Board declines to pursue that source, then the individual RPA may seek those grant funds on its own and, if successful, may choose to apply

the grant funds for the benefit of the User Board or to its local match or share if it is an allowable use of grant proceeds.

- F. Any increase in either A, B, C and/or D above may be recommended by the User Board and approved by the City so long as the total cost impact per subsection to all RPA is no greater than 5% per year, and no greater aggregate than 10% per year. Any subsection with a cost impact greater than the 5% or 10%, shall be voted upon by a Quorum of the User Board and approved with a majority vote.

6. USER BOARD MANAGEMENT, OPERATION AND FUNDING:

- A. The User Board shall make recommendations as to the best method for the administration, management, and operation of the RMS. The User Board shall review and make recommendations on the annual budget prepared by the System Manager for managing and supporting the RMS.
- B. The User Board shall be self-sufficient in its operation. The City and RPA will participate at their own cost, time and expense.

7. COMMITTEES:

The User Board may establish committees from time to time as it deems necessary. Generally, the User Board will consider establishment of committees in the following areas:

- A. Engineering/Technical
- B. Policy
- C. Customer/User
- D. Finance/Budget

When a committee is established by the User Board, the City and each Entry RPA is entitled to have one voting representative on the committee. The Chair may limit these committees to an appropriate size for conducting its business. The Chair will recommend a procedure for limiting the size of the committees, which will then be approved by the Board. Each committee shall provide advice, counsel, and recommendations to the User Board or the Chair as requested.

The City and each Entry RPA may designate one voting committee member and an alternate. A majority of the voting committee creates a quorum. All decisions require a majority vote of the members in attendance. An alternate RPA committee member may vote if the designated RPA voting member is not present.

8. CAPITAL CONTRIBUTION, CAPITAL COST DETERMINATION, AND INITIAL RPA RESPONSIBILITY:

The Cost Sharing Formula shall establish the application of User Board grant proceeds, cost allocation formulas, rates, and appropriate service charges for such services

provided to Entry and Inquiry Only RPA, and for upgrading and maintaining the RMS which will be paid by the RPA. RPA responsibility for such allocations, rates and charges will be incorporated in, or amended to, each RPA's Participating IGA.

9. **PAYMENT:**

- A. Each Entry and Inquiry Only RPA will have an individual Participating IGA with the City that outlines the costs and terms and conditions of their participation in the RegJIN RMS. A Entry RPA's right to participate on the User Board under this Agreement is contingent upon execution of the Participating IGA.
- B. Failure to pay the City as due under the Participating IGA will suspend the Entry RPA's voting rights in the User Board until fully paid.

10. **NEW RPA:**

The User Board shall review and recommend the admitting of new Entry RPAs as part of the RMS. Any recommendations for admitting a new Entry RPA shall require a Unanimous Vote; admitting of any new Inquiry Only RPA shall be at the discretion of the System Manager. The System Manager will make the list of new Inquiry Only RPAs available to the User Board 30 days prior to granting access to the System. Recommendations on the addition of new Inquiry and Entry RPA must consider that the:

- A. The RMS contains highly confidential crime and other data and is reserved for law enforcement applications and will only be open to certified law enforcement agencies.
- B. If a new RPA is added, its addition is subject to the sections of the Cost Sharing Formula that govern the costs allocated to RPA(s) added to the RMS after the initial RMS cutover to operational (live) status.
- C. New RPA shall be bound by the terms and provisions of this Agreement and an individual Participating IGA.

11. **DURATION, WITHDRAWAL AND TERMINATION:**

- A. This Agreement is perpetual and the User Board shall continue from year to year unless otherwise terminated or dissolved by the methods described in this Agreement.
- B. The User Board may be dissolved upon unanimous agreement of all Entry RPA.
- C. Termination of an Entry RPA's Participating IGA shall revoke their participation on the User Board effective immediately.
- D. An Entry RPA that withdraws from the RMS may remove its RPA assets from the RMS including any data entered into the RMS by the withdrawing RPA. All costs associated with the reasonable removal of the withdrawing RPA's assets including costs of removing data entered by the RPA into the RMS will be the responsibility of the withdrawing RPA.

- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets, including the withdrawal of the Entry RPA's data, from the RMS after the date upon which the RPA's withdrawal becomes effective. The withdrawing Entry RPA shall have full access to its assets including its data during the time period required to complete the removal of an Entry RPA's assets from the RMS.
- F. RPA may only withdraw from the RMS on January 1 of each year and must provide a minimum of 180 days written notice of their intention to withdraw.
- G. Notice of an RPA's intention to withdraw must be provided in writing to the User Board Chair. A copy of the withdrawal notice must be provided to the System Manger.

12. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon and Washington, each Entry RPA shall hold harmless and indemnify the other Entry RPA for the willful or negligent acts, actions or omissions to act of that Entry RPA's respective entity, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement.

13. CONFIDENTIALITY:

- A. **Maintenance of Confidentiality.** The City and RPA shall treat confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPAs shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or affected RPA, in no event shall the City or a RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.
- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. The RPA agree that each RPA will follow the laws of its home state. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential.

Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN System as outlined in this public safety Regional Intergovernmental Agreement. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington and federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.

- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the RMS. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for RMS data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate agency within two business days that it is not the custodian of record for the requested data and identify the Entry RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

14. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

15. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

16. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Agreement shall survive the termination or expiration of this Agreement.

17. NO THIRD PARTY BENEFICIARIES:

The City and Entry RPA expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party.

18. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part.

19. **NOTICE:**

Notices to the City shall be provided as set forth below in writing and sent by either certified US mail, return receipt requested, or by personal delivery to:

**City of Portland
RegJIN System Manager
Portland Police Bureau
1111 SW 2nd Avenue, Suite 1156
City of Portland
Portland, OR 97204**

20. **AMENDMENTS:**

This Agreement may only be changed, modified, or amended by unanimous vote of all Entry RPA.

21. **EFFECTIVE DATE:**

This Agreement shall be effective on July 1, 2012 and continue in perpetuity unless otherwise terminated.

22. **SEVERABILITY:**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

23. **INTERPRETATION:**

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon and Washington law.

24. **EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Authorization for Intergovernmental Agreement.

User Boards are:

CITY OF PORTLAND

By: Michael Reese

Printed Name: Michael Reese

Title : Police Chief

Date of Signing: 10/22/13

APPROVED AS TO FORM

Carla Kamin 10/29/2013
Office of City Attorney

TIGARD POLICE DEPARTMENT

APPROVED AS TO FORM

By: _____
Printed Name: _____
Title : _____
Date of Signing: _____

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT (Draft)
REGIONAL PARTNER AGENCY – FULL ENTRY**

DRAFT

This Intergovernmental Agreement ("Agreement") is made effective on _____ ("Effective Date") by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as "City") and _____ (hereinafter referred to as "RPA"), a(n) _____ corporation, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes ("ORS") 190.003 <and Revised Code of Washington ("RCW") 39.34.030 if a Washington State agency>.

This Agreement may refer to the City and RPA individually as a "Party" or jointly as the "Parties."

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RPA Contact:

City of Portland Contact:

TEL: () -

TEL: (503) -

E-MAIL:

E MAIL:

RECITALS

WHEREAS, the City has acquired a law enforcement Records Management System ("System") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and the RPA are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, the RPA is an Entry RPA as defined in the Intergovernmental Agreement for the User Board of the RegJIN and herein; and

WHEREAS, the RPA desires to fully use the System; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of

Precedence.

- C. "Amendment" means a written document required to be signed by both Parties when in any way altering the Terms and Conditions or provisions of the Agreement or changing, adding to, or substantially altering a Statement of Work.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing party.
- H. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- I. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence

information. It does not include agency personnel or administrative records used for agency operations or management.

- J. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- K. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- L. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- M. "Entry RPA" means a law enforcement agency that has signed the User Board IGA and this Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.
- N. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.
- O. "Error" means any defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- P. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- Q. "Cost Allocation Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions capital, operation, maintenance, repair and equipment replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The Cost Allocation Formula may be amended as provided for in the User Board IGA.
- R. "Inquiry Only RPA" means a law enforcement agency that has signed a Participant IGA with the City, providing Access to view System data but does not input any agency data into the System.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Level 1 Error" means a "Level 1 Error" as defined in the System maintenance and support agreement between the City and the System Contractor and at least 75 Users are impacted in the same manner as defined in the System maintenance and support agreement for a level 1 error.
- U. "Level 2 Error" means a "Level 2 Error" as defined in the System maintenance and support agreement between the City and the System Contractor and at least 75 Users are impacted in the same manner as defined in the System maintenance and

support agreement for a level 2 error.

- V. "Level 3 Error" means a "Level 3 Error" as defined in the System maintenance and support agreement between the City and the System Contractor.
- W. "Level 4 Error" means a "Level 4 Error" as defined in the System maintenance and support agreement between the City and the System Contractor
- X. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- Y. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing System servers via a CJIS compliant connection.
- Z. "Operation and Maintenance Cost" shall mean the budgeted amount required for the operation, maintenance, and support of the System which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, administrative support of the User Board, maintenance, personnel, direct costs, facilities use and rental costs, and training for the upcoming year.
- AA. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- BB. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the System.
- CC. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by the RPA.
- DD. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- EE. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.
- FF. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.
- GG. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- HH. "Use" means the City authorized Access given to RPA to assign Users, permission levels, enter data, and receive information from the System.
- II. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System, and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.

- JJ. "User Board" shall mean the advisory body for the System that operates under the Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).
- KK. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Allocation Formula and do not require an Amendment.
- LL. "Withdrawal Plan" is a plan outlined in the User Board IGA, providing the manner of complete withdrawal of the RPA from this Agreement or for the RPA to change to an Inquiry Only RPA.

2. ORDER OF PRECEDENCE:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees (2014)

Exhibit B – Use Policy for LInX Northwest

Exhibit C – System Procedures and Use Policy

Exhibit D – Equipment and Security Requirements

Exhibit E – Placeholder – as needed for additional work

Exhibits C and D are available on the System's website at:

<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C and D will be revised as necessary to conform to updated requirements and procedures.

3. STATEMENT OF PURPOSE:

The purpose of this Agreement is to define the terms and conditions under which the System will be Accessed and Used by the RPA.

4. SYSTEM ACCESS:

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

5. PROVIDED SERVICES:

- A. Enable Access via Equipment, including PCs, MDC, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide the capability through the System to generate Oregon National Incident Reporting System (O-NIBRS) data for the RPA and to upload the O-NIBRS data to the State of Oregon in the proper format. *<replace with Washington NIBRS, or Oregon NIBRS depending on RPA's requirements>*

- C. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPA PCs and MDCs to gain access to the System.
- D. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as adding and removing Users from the System, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- E. Support the RPA's System Administrators in the performance of their System related administrative functions.
- F. Provide training materials, training mentors and access to the System's training environment to enable RPA trainers to provide System training and instruction to RPA Users.
- G. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
- H. Monitor, audit, and trouble-shoot the upload of appropriate information from the System to the Oregon Law Enforcement Data System (LEDS) <W-ACCESS for Washington State agencies>, NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- I. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
- J. Provide trouble reporting, trouble diagnostics and phone support on a 24-hour, 365 days per year basis.
- K. Acknowledge trouble report calls within 30 minutes of receipt.
- L. Initiate Level 1 error and Level 2 resolution supports within 2 hours or as specified within City labor agreements, whichever is greater. Verified System Level 1 and Level 2 errors will be resolved as specified in the City's System's maintenance and support agreement with the System Contractor.
- M. Initiate Level 3 and Level 4 Error resolution Monday thru Fridays from 0800-1700, excluding recognized City of Portland Holidays.

6. RPA RESPONSIBILITY

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City prior to any such use.

- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police <Washington State Patrol for Washington State Agencies> and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.
- F. RPA Administrators shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the System for RPA Users within the constraints of the policies and procedures established by the City for such Users.
- G. RPA is responsible for providing its own Equipment, including PCs, MDCs, printers, and other RPA located devices required by RPA Users of the System.
- H. The RPA acknowledges and agrees that all RPA Equipment such as PCs and MDCs with Access to the System will be configured to meet the System's minimum requirements as specified in Exhibit D: Equipment and Security Requirements.
- I. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.
- J. RPA is responsible for maintaining RPA PCs and MDCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- K. RPA is responsible for installing, configuring and providing network access to devices located in RPA facilities and vehicles including, but not limited to, printers, scanners, and image capture devices.
- L. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA PCs to reach the System's network demarcation points.
- M. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices and Equipment between RPA MDCs and the System.
- N. RPA is responsible for ensuring that all RPA network infrastructure and workstations with Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations and MDCs that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for curing any problems uncovered

as a result of an FBI audit. The City reserves the right to verify RPA's compliance with CJIS policies.

- O. RPA is responsible for correcting any O-NIBRS data identified by the System or by the State. *<replace with Washington equivalent language for Washington Agencies>*
- P. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within 7 days of the change.
- Q. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.
- R. RPA is responsible for checking the accuracy of, and generating standard O-NIBRS data for RPA and for the upload of the O-NIBRS information to the State of Oregon through the System. *<replace with Washington NIBRS, or Oregon NIBRS depending on RPA's requirements>*
- S. RPA acknowledges and agrees that data entered into the System by RPA Users shall conform to the standards and procedures established for the System as described in Exhibit C, System Procedures and Use Policy. The City shall notify the RPA in writing if data entered by RPA Users is found to be nonconforming to the established standards and procedures. The RPA shall, at its option, 1) Correct such data using RPA resources as soon as practicable, but not to exceed 30 days, or 2) request assistance by the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on RPA data required to bring the data into conformance with established standards and procedures.

7. LInX NORTHWEST:

- A. The RPA acknowledges and agrees to abide by all use policies set forth for participation in the NCIS Law Enforcement Information Exchange (LInX Northwest) system as stipulated in Exhibit B: Use Policy for LInX Northwest.
- B. The RPA authorizes the City to provide the RPA's public records category data that is contained in the RegJIN RMS to LInX Northwest for Access and authorized use by LInX Northwest users.

8. CONFIDENTIALITY:

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or RPA, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use

Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.

- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington and federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.
- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

9. LIMITS ON DISSEMINATION:

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

10. INFORMATION CONTROL AND RESPONSIBILITY

Additions, modifications, and deletions of information stored in the RegJIN RMS shall be restricted to specifically authorized RPA Users and devices. The City will provide the RPA with a list of RPA sworn personnel, Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 days. The responsible Party shall update the list of authorized Users and devices in a timely manner.

11. EQUITABLE REMEDIES

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

12. SECURITY

- A. Physical Security – the RPA shall be responsible for maintaining the physical

security of all devices that are authorized to Access the System, as well as any printed output or System Documentation which might permit unauthorized Access to, or use of the System from within the RPA.

- B. On-Line Security – The System contains procedures and tools to ensure that only authorized RPA Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.
- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
- 1) A personal background investigation equivalent to a background investigation that would enable them to access the RPA's own confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the System's master name index, Oregon LEADS *<or W-ACCESS whichever is appropriate for the User's agency>*, the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Obtain appropriate certifications from the Oregon State Police *<or Washington State Patrol depending on the state in which the User is employed>* for any LEADS, *<W-ACCESS for Washington State Agencies>*, and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to deny Access and to deny issuing a System User ID and password if, upon investigation, any RPA employee requesting a System User ID and password is found to have provided intentionally false information in their personal statements, or who is shown to have been arrested and convicted for committing an offense which, under Oregon or Washington State law, can result in a sentence to a state penal institution for adults, or who is shown to have been arrested and convicted of committing a Class A or B felony as a juvenile in the States of Oregon or Washington within the past five (5) years.
- E. The RPA acknowledges and agrees to immediately deactivate the System USER ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate notification to the System Manager of any security breach that affects the System or any other City systems. RPA shall provide notification to the System Manager of any incident relating to System integrity such as a computer virus.
- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.

13. **PROPRIETARY RIGHTS:** All trademarks, service marks, patents, copyrights, trade secrets,

and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

14. PAYMENT

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the User Board IGA in effect at the time of billing.
- B. Additional services and/or System functions that are not routinely provided to other Entry RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.
- C. Exhibit A, User Fees, shall be adjusted periodically to conform to changes in the Cost Allocation Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA quarterly in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within 30 days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's access to the System until fully paid up.
- G. In order to conform to the Cost Allocation Formula in the User Board IGA and to enable the invoice preparation per Exhibit A, RPA shall provide the City with the RPA's number of authorized sworn personnel plus any correctional deputies that will Access the System by November 1 of the calendar year before the year during which the invoices apply.

- 15. CITY AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

16. DURATION, WITHDRAWAL AND TERMINATION

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either Party by the provision of a 90-day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.
- C. The effective date of termination shall be on January 1 of the year following the year during which the 90-day written notice expired.
- D. Upon the effective date of termination, the RPA may remove its RPA assets from the

System including any System data belonging to the RPA. All costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA will be the responsibility of the RPA, unless termination notice is provided by the City in which case the City will either keep the data or the RPA will be responsible for all costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA.

- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets including System data owned by the RPA from the System after the date upon which the termination becomes effective. The RPA may, at its option, continue to Access the System during this period.
- F. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

17. FORCE MAJEURE

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.
- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

18. VIOLATIONS OF THE AGREEMENT

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit access to the System by RPA Users, RPA PCs, RPA MDCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given 30 days in which to cure the violation before access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

- 19. **ROLLING ESTOPPEL:** Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA by the fifteenth (15th) day of the month following the month of the alleged deficiency and the RPA identifies the specific deficiency in the City's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of City.

- 20. **DISPUTE RESOLUTION:** The RPA shall cooperate with the City to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and RPA under this Agreement shall be resolved, if possible by the System Manager or their designee on behalf of the City and _____ on behalf of the RPA.

- B. If the System Manager or the System Manager's designee and RPA are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to Bureau of Technology Services Chief Technology Officer on behalf of the City and _____ on behalf of the RPA for resolution, if possible.
- C. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- D. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Agreement.
- E. Unless ordered by the City to suspend Access, the RPA shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the RPA shall continue to make all payments that are not in dispute, in accordance with the provisions of the Agreement.

21. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider:

RegJIN System Manager
 Portland Police Bureau
 1111 SW Second Avenue, Room 1156
 Portland, Oregon 97204-3232

If to the RPA:

Agency Contact Info

xxxxxx
 xxxxxx
 xxxxxx

22. AMENDMENTS

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

23. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. **This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of law provisions. Any litigation between the City and RPA arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.**

24. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon *<and Washington>*, the RPA and the City shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

25. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

26. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

27. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

28. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

29. NO THIRD PARTY BENEFICIARIES:

The Parties expressly agreed that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or

any other relief in law or equity in connection with this Agreement.

30. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

31. INTEGRATION:

This Agreement and the User Board IGA contains the entire Agreement between RPA and the City and supersedes all prior written or oral discussions or agreements.

| | |
|-----------------------------------|---------------|
| The City: City of Portland | RPA: |
| | |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| | |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

AIS-1482

4.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 5 Minutes

Agenda Title: Proclaim Human Rights Day

Submitted By: Joanne Bengtson, City Management

Item Type: Receive and File

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Should Mayor Cook proclaim December 10, 2013 as Human Rights Day?

STAFF RECOMMENDATION / ACTION REQUEST

Issue the Proclamation.

KEY FACTS AND INFORMATION SUMMARY

The date was chosen to honor the United Nations General Assembly's adoption and proclamation of the Universal Declaration of Human Rights on 10 December 1948 - the first global enunciation of human rights. The Human Rights Day was formally established at the General Assembly on 4 December 1950, when all member states and other interested organizations were invited to celebrate the day. The day is a high point in the calendar of UN headquarters in New York City, and is normally marked by both high-level political conferences and meetings and by cultural events and exhibitions dealing with human rights issues. December 10 is traditionally the day that the five United Nations Prizes in the Field of Human Rights and the Nobel Peace Prize are awarded.

OTHER ALTERNATIVES

Not issue the proclamation.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

This proclamation has been issued by Tigard's Mayor since 2008.

Attachments

Human Rights Day Proclamation

Proclamation

City of Tigard

HUMAN RIGHTS DAY

WHEREAS, the General Assembly of the United Nations approved the Universal Declaration of Human Rights on December 10, 1948, declaring that "recognition of the inherent dignity and equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world"; and

WHEREAS, a recommitment by the United States to the principles and ideals of the Universal Declaration is essential for its promise to ensure equality and justice; and

WHEREAS, the basic human rights addressed in the Universal Declaration include economic, social, and cultural rights, as well as civil and political rights, all considered to be equally important in fostering human dignity and freedom; and

WHEREAS, the Universal Declaration calls for all people and governments to promote and respect recognized rights, while providing standards of achievement for governments throughout the world; and

WHEREAS, each year, the international community commemorates this event and recommit itself to the broader achievement of human rights; and

WHEREAS, numerous community, civic, religious and non-profit organizations like the Human Rights Council of Washington County and other organizations and individuals work to ensure equal rights and protections for all residents; and

WHEREAS, the City of Tigard and the Human Rights Council of Washington County share this commitment of civil and human rights for all.

NOW THEREFORE BE IT RESOLVED that I, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim December 10, 2013 as,

HUMAN RIGHTS DAY

in Tigard, Oregon and encourage people throughout the city to join me in celebrating Human Rights Day on December 10 and Human Rights Week from December 8 – 14, 2013.

Dated this ____ day of _____, 2013

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

John L. Cook, Mayor
City of Tigard

Attest:

City Recorder

AIS-1468

5.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 5 Minutes

Agenda Title: Appoint Budget Committee Members

Prepared For: Toby LaFrance, Financial and Information Services

Submitted By: Liz Lutz, Financial and Information Services

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Melanie Boekee moved out of the Tigard area and Cameron James' term ends on December 31, 2013. Therefore two vacancies need to be filled on the budget committee beginning January 1, 2014 and one vacancy for an alternate member of the budget committee.

STAFF RECOMMENDATION / ACTION REQUEST

Approve the recommended appointments to the Budget Committee.

KEY FACTS AND INFORMATION SUMMARY

Cameron James' Budget Committee term expires on December 31, 2013. Melanie Boekee moved out of Tigard, creating another opening on the Budget Committee. As a result, the Appointments Advisory Committee recently conducted interviews with several citizens who applied to become members of the Budget Committee.

The Appointments Advisory Committee interviewed 11 citizen candidates. The committee is recommending the City Council appoint Julie Plotz to fill the last two years of Melanie Boekee's term ending on December 31, 2015. Additionally, the committee recommends Bill Bigcraft to a three-year term beginning January 1, 2014. Lastly, the committee recommends the appointment of Timothy Esau as an alternate for a one-year term beginning on January 1, 2014.

OTHER ALTERNATIVES

Council could decide to not approve some, or all, of the recommendations. This would necessitate reopening the recruitment.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

DATES OF PREVIOUS COUNCIL CONSIDERATION

NA

Attachments

Resolution

Committee Bio

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

A RESOLUTION APPOINTING BILL BIGCRAFT AND JULIE PLOTZ TO THE BUDGET COMMITTEE AND APPOINTING TIMOTHY ESAU AS AN ALTERNATE MEMBER.

WHEREAS, three positions are open on the city's budget committee due to Cameron James completing his established term, and Melanie Boekee moving out of the City of Tigard; and there is currently no alternate member;

WHEREAS, the Mayor's Appointments Advisory Committee conducted interviews of several individuals on November 4, 2013; and

WHEREAS, the Appointments Advisory Committee has recommended that Bill Bigcraft and Julie Plotz be appointed to the city's Budget Committee. In addition, the committee has recommended that Timothy Esau be appointed as an alternate member.

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

- SECTION 1: Bill Bigcraft is appointed to a three-year term on the City of Tigard's Budget Committee beginning January 1, 2014.
- SECTION 2: Julie Plotz is appointed to finish out Melanie Boekee's three-year term on the City of Tigard's Budget Committee beginning January 1, 2014 and ending on December 31, 2015.
- SECTION 3: Timothy Esau is appointed to a one-year term as an alternate member on the City of Tigard's Budget Committee beginning January 1, 2014.
- SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2013.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

BUDGET COMMITTEE RECOMMENDATIONS

BILL BIGCRAFT:

Mr. Bigcraft has a Master's in Business Administration. He works as a Healthcare Project Lead/Solutions Architect. He has been involved with United Way and served on the Budget Committee for Mountain Park when he lived in Lake Oswego. He has lived in Tigard for 18 years.

JULIE PLOTZ:

Ms. Plotz has a Bachelor's degree in Accounting. She is the Senior Accountant for ESCO Corporation. She has lived in Tigard for over 4 years and is interested in getting involved in the community. Additionally, she is a Tigard CERT member.

TIMOTHY ESAU:

Mr. Esau holds a Master's degree in Information Management from the University of Oregon. He is a Systems Analyst at Intel Corporation. His activities in the community have included teaching Physics for St. Stephens Academy and serving on the Budget Committee for the Tigard-Tualatin Aquatic District. He has lived in Tigard for 25 years.

AIS-1554

6.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 5 Minutes

Agenda Title: Planning Commission Appointments

Submitted By: Tom McGuire, Community
Development

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall Council appoint Michael Enloe and Christopher Ouellette as voting members, and John Goodhouse and Tom Mooney as non-voting alternate members of the Tigard Planning Commission?

STAFF RECOMMENDATION / ACTION REQUEST

Approve a resolution appointing Michael Enloe and Christopher Ouellette as voting members of the Planning Commission whose terms will expire December 31, 2017; and John Goodhouse and Tom Mooney as non-voting, alternate members, whose terms will expire December 31, 2015.

KEY FACTS AND INFORMATION SUMMARY

There are currently two voting positions on the Tigard Planning Commission that will expire on December 31, 2013. The Planning Commission currently has no alternate members, but would prefer to have at least one.

Tom Mooney, Christopher Ouellette, John Goodhouse, and Michael Enloe were interviewed on November 18th by the Mayor's Appointment Advisory Committee. The Committee recommended that Michael Enloe and Christopher Ouellette be appointed to fill the current voting member vacancies, and that John Goodhouse and Tom Mooney be appointed as non-voting alternates.

Attachment 1 is a Resolution implementing these recommended appointees.

Attachment 2 has biographical information on all four recommended appointees.

OTHER ALTERNATIVES

None

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Tigard City Council Long Range Objectives:

Tigard citizens are involved in the community and participate effectively.

DATES OF PREVIOUS COUNCIL CONSIDERATION

None

Attachments

Resolution

Bios

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

A RESOLUTION APPOINTING CHRISTOPHER OUELLETTE AND MICHAEL ENLOE AS VOTING MEMBERS OF THE TIGARD PLANNING COMMISSION, AND JOHN GOODHOUSE AND TOM MOONEY AS ALTERNATE, NON-VOTING MEMBERS.

WHEREAS, there currently exists two vacancies for voting members and two vacancies for alternate non-voting members on the Planning Commission; and

WHEREAS, Michael Enloe, John Goodhouse, Tom Mooney, and Christopher Ouellette applied for appointments to the Planning Commission; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Michael Enloe and Christopher Ouellette as voting members; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint John Goodhouse and Tom Mooney as non-voting alternate members.

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

SECTION 1: Michael Enloe and Christopher Ouellette are appointed to the Planning Commission as voting members to fill terms which expire December 31, 2017.

SECTION 2: John Goodhouse and Tom Mooney are appointed to the Planning Commission as alternate members to fill terms which expire December 31, 2015.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2013.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

**PLANNING COMMISSION
RECOMMENDED APPOINTEES
BIOGRAPHICAL INFORMATION**

On December 10, 2013, Tigard City Council will consider a Resolution to appoint Michael Enloe and Christopher Ouellette as members of the Tigard Planning Commission, and to appoint John Goodhouse and Tom Mooney as non-voting, alternate members.

Michael Enloe has resided in unincorporated Washington County for three years. He is currently employed by Tri-County Metropolitan Transportation District of Oregon (TriMet) in an Engineering/Planning position. Prior to that, he worked for approximately 5 years as a Transportation Engineer for Washington State Department of Transportation (WSDOT) and holds a Bachelor of Science Degree in Civil Engineering. He's volunteered as a member of the Tigard Pedestrian & Bicyclist Advisory Committee for the past two years.

Christopher Ouellette has been a resident of Tigard for five months, having lived in Beaverton previously. He's worked at the Oregon State Bar for over ten years as a legal assistant/secretary, and holds a Bachelor of Science in Political Science from the University of Oregon. Chris enjoys volunteering - most recently at several area triathlon/endurance races.

John Goodhouse has been a Tigard resident for 38 years. He is self-employed as an independent agent in the insurance business. He holds an Associate's Degree from ITT Technical Institute and a Bachelor's degree from Concordia University. John is a board member of the Tualatin Chamber of Commerce, President of the Men's Auxiliary VFW Post 352, and a member of the Tigard Chamber Government & Public Policy committee.

Tom Mooney has lived in unincorporated Washington County for 4 years. He's worked as a Deputy Fire Marshal/Fire Investigator with Tualatin Valley Fire & Rescue for the past 4 ½ years. Tom holds an Associate's Degree in Fire Science as well as a Bachelor's Degree in Fire Protection and Safety Engineering Technology. Tom is a coach and volunteer board member of Tigard Little League.

AIS-1510

7.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 5 Minutes

Agenda Title: Request for Public Input - City Manager Performance Review Criteria

Submitted By: Sandy Zodrow, City Management

Item Type: Public Hearing - Informational

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: Yes

Publication Date:

Information

ISSUE

Is there any public input regarding the criteria and/or process that will be used to conduct the annual performance review for the city manager?

STAFF RECOMMENDATION / ACTION REQUEST

Receive public input regarding the criteria or process to be used for the city manager's performance review

KEY FACTS AND INFORMATION SUMMARY

On November 26, 2013, the City Council selected the review criteria and process to be used to evaluate the performance of the City Manager. The purpose of this hearing is to provide the public an opportunity to give input on the criteria and process.

The process to be used to conduct the evaluation will be the completion of a written evaluation form by each of the Council members, department directors, executive staff, and the City Attorney. The City Manager's evaluation is scheduled to take place during an executive session on December 17, 2013. A copy of the evaluation form containing the performance criteria is attached

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

November 26, 2013

Attachments

City Manager Performance Review Form

Council Appraisal of City Manager City of Tigard

| | |
|---|-------|
| City Manager: | Date: |
| City Councilor: Mayor & Council Appraisal | |

SECTION I: PERFORMANCE MEASUREMENT CRITERIA

Please designate a rating in the appropriate box for each item, and include examples and comments which support the rating.

Administrative Ability

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| <p><u>Planning:</u> Ability to anticipate and analyze problems. Maps effective solutions. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Organizing:</u> Ability to arrange work and efficiently apply resources. Recognizes opportunities for management and operational efficiencies. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Timing - Opportunist:</u> Makes decisions when sufficient information is available. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Analytical:</u> In making decisions considers the best available facts, projections, and evidence. To the extent that resources permit, insures that these tools are available. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Job Knowledge:</u> Has a solid understanding of all phases and departments of municipal government. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |

Personnel Functions

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| <p><u>Supervision:</u> Builds and motivates a team, provides direction, monitors and adjusts performances as necessary. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
|--|

Delegation: Effectively assigns work to others to get City business done efficiently.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Communication with Employees: Listens to employees and openly communicates in order to provide sufficient information to keep the employees motivated and part of the team. Understands their concerns.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Hiring: Recognizes the value of excellent employees and hires and maintains available staff.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Labor Relations: Understands contract negotiations and contract administration. Equitably handles problems of grievances among subordinate employees.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Leadership: Motivates, encourages and seeks to develop skills and abilities in staff. Sets the standard for performance accountability by example. .

Exceeds Fully Effective Developing Needs Improvement

Comments:

Collaboration Skills: Builds collaborative trust with staff. Treats staff with respect.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Risk Management: Implements effective programs to limit liability and loss.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Budget and Finance

Financial Management: Accurately and concisely reports and projects the financial condition. Management practices and policies are designed to maintain or achieve a sound long-range financial condition. Uses debt cautiously, plans for the long-term replacement and maintenance of equipment and infrastructure.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Operational Efficiency: Obtains the best possible end result for the money spent. Monitors efficiency service improvement and effectiveness for all programs. Most economical utilization of manpower, materials and machinery.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Community Relations

Public Service: Commitment to the service of the public. Recognizes and respects the value of public service. Projects a positive image of the City.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Forges Compromises: Has the ability to resolve conflicts with little or no assistance from outside sources. Is a good negotiator. Is credible and builds trust in the community.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Sensitivity: Listens and understands the positions and circumstances of others. Communicates that understanding.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Communication with the Public: Approachable and responsive to the public and takes their concerns and problems seriously, regardless of how insignificant the questions or complaints seem to be. Is able to represent Council at community events and forums. Pursues an outreach style of management as a spokesperson for city issues.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Public Involvement: Involves citizens in city issues and programs. Provides link between the Council and business community.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Media Relations: Develops effective relationships and positive image with public/media. Is able to accurately articulate City Council and community goals.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Relation with Council

Communication with Council: Accurately interprets the direction given by the Council. Provides Council with well informed concise oral and written communication.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Accepts Direction: Aggressively responds to the direction of the majority of the Council. Not sidetracked to the minority but recognizes their concerns.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Research: Prepares fully researched materials for Council action including alternatives and recommendations. Analyzes issues and presents policy alternatives to Council with documented justified recommendations. Assures that material is concise and easily understandable.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Intergovernmental Relations

Develop Relations: Develops good working relationships with other local, county, regional, state and federal agencies.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Representative: Effectively represents the City on commissions, boards, and committees.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Resource Developer: Exerts appropriate influence on decisions affecting Tigard from other agencies, gaining resources to benefit the City. Has basic understanding of federal and state grants and appropriations.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Interpersonal Skills

Creativity: Implements effective and creative solutions to resolve City problems.

Exceeds Fully Effective Developing Needs Improvement

Comments:

Honest, Fair: Consistently demonstrates integrity and honesty, straightforward and impartial.

Exceeds Fully Effective Developing Needs Improvement

Comments:

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| <p><u>Adaptable:</u> Responds positively to a changing work environment and changing local conditions. Does not cling to the status quo for its own sake. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Resilient:</u> Energy and motivation maintained in spite of constant demands. Handles stress well. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Ethical:</u> Conforms to the high standards of the profession. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Professional Development:</u> Takes action to acquire new knowledge and skills. Encourages employees to do the same. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
| <p><u>Judgment:</u> Thinks logistically and utilizes independent thought to make sound decisions. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |

Economic Growth

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| <p><u>Economic Development:</u> Identifies and helps Council create conditions which foster economic development. Understands importance of, and knowledge of factors and methods for, maintaining existing businesses, as well as recruiting new ones. Recognizes relationship of local economy to region and beyond. Develops policies and guidelines to reasonably allocate costs of public improvements and services related to economic development between the public and private sectors. Exceeds <input type="checkbox"/> Fully Effective <input type="checkbox"/> Developing <input type="checkbox"/> Needs Improvement <input type="checkbox"/></p> <p><u>Comments:</u></p> |
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CITY WIDE CORE VALUES

The City of Tigard is dedicated to setting the standard for service excellence. To that end, the organization is committed to job performance behaviors that demonstrate the City of Tigard’s reputational values.

Those values are:

- ❖ Get It Done
- ❖ Do the Right Thing
- ❖ Respect and Care

Please provide a rating and appropriate supportive narrative in each of the Core Values that reflects how the employee incorporates these values into their daily work, or where they need to expend greater effort to demonstrate these values in their job.

GET IT DONE: Means that we will go the extra mile to exceed people's expectations; meet or beat deadlines; establish clear expectations and timelines so that there are no misunderstandings; offer to help when we see the need; and keep people informed of progress and steps to completion

- DEVELOPMENT NEEDED
- SUCCESSFUL EMPLOYEE
- EXCEPTIONAL PERFORMANCE

COMMENTS: Explain how the employee is meeting or not meeting the specific performance expectations in this area.

DO THE RIGHT THING: Means that we will focus on solutions, not excuses; if we see a problem we will own it until we take care of it or until we can find the right person to handle it; find opportunities to say "yes" versus "no"; be proactive, rather than waiting for something to become a problem; and look for options and alternative ways to solve problems.

- DEVELOPMENT NEEDED
- SUCCESSFUL EMPLOYEE
- EXCEPTIONAL PERFORMANCE

COMMENTS: Explain how the employee is meeting or not meeting the specific performance expectations in this area.

RESPECT AND CARE: Means that we will treat people well; welcome suggestions and diverse points of view; greet each other and the customers with a smile and a friendly tone; build collaborative and cooperative relationships with others; treat them with respect; and say thank you.

- DEVELOPMENT NEEDED
- SUCCESSFUL EMPLOYEE
- EXCEPTIONAL PERFORMANCE

COMMENTS: Explain how the employee is meeting or not meeting the specific performance expectations in this area

SECTION II: ESTABLISHMENT OF GOALS & OUTCOMES FOR UPCOMING RATING PERIOD

Outline the goals for the upcoming period and the desired outcomes. The City Manager’s goals should be related to the Community goals. The City Manager goal may include a new project or may include a goal that is an ongoing fundamental portion of the position. Any number of goals may be set. The desired outcome is the standard against which performance will be measured. These should be specific and measurable including timeframes.

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| Dept/City Goal: | |
| Individual Goal: | |
| Desired Outcome: | |

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| Dept/City Goal: | |
| Individual Goal: | |
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| Desired Outcome: | |

SECTION III: COUNCIL’S SUMMARY COMMENTS

The following is an overall performance rating for the City Manager, recommended action by the Council, and sign off. The City Manger's signature does not necessarily mean that the City Manager agrees with the rating, only that the evaluation process has taken place.

Summary Comments:

Overall Rating (check one):

Exceeds: Exceeds expectations in all or majority of categories.

Fully Effective: Meets expectations in all categories (may exceed in some)

Developing: does not meet expectations in one or more category

Needs Improvement: Does not meet expectations in majority of categories

City Manager's Signature

Date

Mayor's Signature

Date

AIS-1559

8.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 10 Minutes

Agenda Title: Consider Authorizing the City Manager to Execute an Easement Related to the Potso Dog Park Parking Lot Project

Submitted By: Carol Krager, City Management

Item Type: Motion Requested

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall the council authorize the city manager to execute an electrical line easement related to the Potso Dog Park parking lot project?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the council authorizes the city manager to sign the easement.

KEY FACTS AND INFORMATION SUMMARY

Potso Dog Park is located on a two-acre lot adjacent to Wall Street, south of Hunziker Street, behind Charter Mechanical (formerly COE Manufacturing). The City of Tigard leased the park property from COE Manufacturing for several years before purchasing it in 2011. Funds for the property purchase came from the \$17 million park and open space bond measure passed by voters in 2010.

The city proceeded to apply for a land use approval to bring the park up to current standards. The adjacent gravel parking area was acceptable at that time, but staff knew that a future phase of the work would be to construct a formal paved parking lot. At present, the onsite park improvements have been completed and now it is timely to complete the formal parking lot. Paving the parking lot requires a "minor modification" of the previous land use approval, which was issued on October 28, 2013.

There is an existing PGE utility pole located within the parking lot area. The reconfiguration of the parking lot and drive aisle necessitates the installation of another pole and new guy wire location. Since the pole and associated power lines lie outside of the public right of way, PGE has requested the city grant an easement in order to allow for access to the pole and associated power lines for maintenance.

OTHER ALTERNATIVES

The council could elect not to authorize the easement and could direct staff to take some other course of action.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

None

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time this easement has come before the council.

Attachments

Potso Electrical Easement

Potso Exhibit

After recording return to:
Portland General Electric Company
Attn: Property Services
121 SW Salmon St, 3WTCBR07
Portland, OR 97204

Grantor's Address:
The City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223

ELECTRIC LINE EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **The City of Tigard, a political subdivision of the State of Oregon** ("Grantor") hereby conveys to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual easement over, under, upon and across the following described property (the "Property"), situated in Washington County, State of Oregon, being a strip of land Five (5) feet in width, extending two and a half (2.5) feet on each side of a center line, more particularly described as follows:

To be installed as shown on that certain tract of land recorded on March 28th, 2011 as Document No. 2011-023482, which is located in Section 01, Township 02S, Range 01W, Willamette Meridian. Reference Parcel Number: 2S101CA 00500

Beginning at a point on the Southwesterly boundary of Parcel 2, Partition Plat 2007-064; said point bears North 41°53'46" West 74.08 feet from the most Southerly corner of said Parcel 2; thence along said centerline North 56°47'45" East 65.34 feet to the terminus of said centerline.

The above-described centerline is shown on P.G.E. Drawing P-10986, attached hereto, which by reference thereto is made a part hereof.

TERMS, CONDITIONS, AND COVENANTS

1. PGE shall have the non-exclusive right to enter upon the Property and to erect, maintain, repair, rebuild, operate and patrol electric power lines and signal or communication lines, and all uses directly or indirectly necessary thereto. Such uses shall include the erection of poles, wires, cables, guys, supports and appurtenances and the protection thereof from fire and other hazards.
2. The consideration acknowledged herein is accepted by the Grantor as full compensation for all damages incidental to this easement, including, but not limited to the value of all growing crops, brush, timber, or structures on the Property damaged or removed during any installation, repairs or reconstruction.
3. Grantor shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantor shall not build or erect any structure or improvement upon, over or under the Property, except driveway or a fence not to exceed 6 feet in height, without the prior written consent of PGE, nor shall Grantor allow any encroachments which could interfere with or compromise PGE's ability to exercise its rights under this easement. In the event any such encroachment occurs, Grantor shall have no right to claim additional compensation based upon the removal or damage to the source of the encroachment.
4. The Grantor warrants that it holds fee title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.
5. As used herein, the singular shall include the plural and vice versa.
6. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

TRACT A

TL 500
CITY OF TIGARD

PARTITION PLAT
2007-064
PARCEL 2

PGE GUY STUB
W/ANC.

PGE POLE NO. 6252 W/ANC.

S.W. WALL STREET



TANGENT TABLE

| NUMBER | DISTANCE | BEARING |
|--------|----------|-----------------|
| T1 | 74.08' | N 41° 53' 46" W |
| T2 | 65.34' | N 56° 47' 45" E |

Portland General Electric
Portland, Oregon

To Accompany Power Line Easement
City of Tigard
S.W. 1/4 Sec. 1, T.2S., R.1W., W.M., Wash. Co., Or.

SCALE 1"=80'

DATE 9/18/2013

DRAWN BY

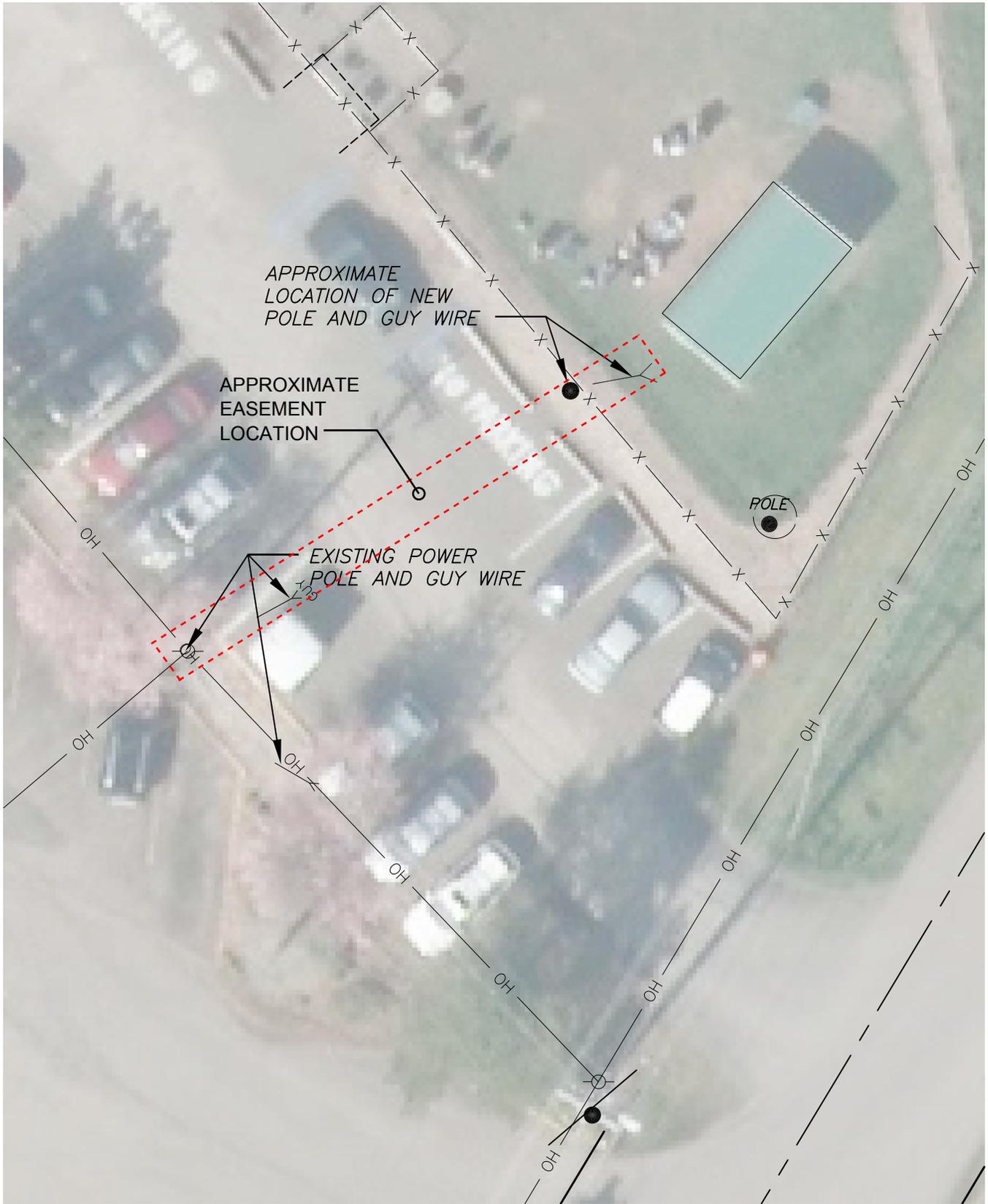
TRACED BY

CHECKED

R.L.B.

APPROVED

DWG. NO. P-10986



**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

POTSO DOG PARK PARKING LOT ELECTRICAL EASEMENT LOCATION

FIGURE
FIG-1

FILE NO
97021

AIS-1544

9.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 10 Minutes

Agenda Title: View a Promotional Water Video Prepared by the Lake Oswego Tigard Water Partnership

Prepared For: Dennis Koellermeier, Public Works

Submitted By: Greer Gaston, Public Works

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall council view a promotional water video prepared by the Lake Oswego Tigard Water Partnership?

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; staff recommends the council views the video.

KEY FACTS AND INFORMATION SUMMARY

The Lake Oswego Tigard Water Partnership team, in conjunction with the city, developed the video to promote the importance of water. The video was shot at the Tigard Farmers Market in mid-September where market-goers were asked, "What would a day without be like?" The video is a compilation of their responses.

The video is/will be aired:

- On the city's website.
- On the partnership's website.
- In the lobby of the library the week of December 16.
- At the Intergovernmental Water Board meeting on December 11.
- At meetings of various service clubs and civic organizations.
- On Tualatin Valley Community Television.

Water customers are encouraged to view the video as a *Hot Topic* on the city's website and via a front page blurb in the winter edition of *Know H2O*, the city's official communication venue for water-related issues and information. The *Know H2O* newsletter is direct mailed to

approximately 26,000 households within the Tigard Water Service Area, including households in Durham, King City, two-thirds of Tigard and sections of unincorporated Washington County within the Tigard Water District. The winter edition will arrive/arrived in the mail in early December.

OTHER ALTERNATIVES

Not applicable

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

None

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time this promotional video has come before the council. The council received a memo regarding the video and a pre-publication copy of *Know H2O* in its November 21, 2013, newsletter packet.

Attachments

No file(s) attached.

AIS-1455

10.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 20 Minutes

Agenda Title: Report Responding to Options for Big Box Code Related Amendments

Prepared For: Marty Wine, City Management

Submitted By: Cathy Wheatley, Administrative Services

Item Type:

Meeting Type: Council
Business
Mtg - Study
Sess.

Public Hearing:

Publication Date:

Information

ISSUE

Report from city attorney responding to questions about options for code amendments to regulate big box businesses. In response to requests that the city take action to regulate the business environment or practices of big box retailers, the council reviewed and discussed several possibilities about regulations and focused in on two questions regarding the Tigard Municipal Code: 1) could the city prohibit overnight stays in the parking lots of big box retailers; and 2) could tenants of a development be named at the time of development application, or named if the proposed tenants change.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that council review and discuss regulatory tools and potential changes to the Tigard Municipal Code and provide guidance for desired next steps.

KEY FACTS AND INFORMATION SUMMARY

At the April 30 Town Hall meeting and subsequently at the June 11 Council study session, the Council considered what actions a city could take to regulate the business environment of big box retailers. The City Attorney has reviewed the two areas of potential change that the Council wished to explore further: 1) regulating overnight parking lot use; and 2) regulating or requiring disclosure of big box tenants. Council is asked to provide guidance about what policy objectives or activities of concern are desired to be regulated. In both cases, Council is asked to clarify the activity of concern as an important first question for discussion.

1. Overnight parking. TMC 7.80.020 already prohibits camping in public areas and the Council may find that current code meets the policy objectives. Should the Council wish to change the parameters for where and when recreational vehicle (RV) camping is

permitted, specific direction to staff is requested. The legal question regarding overnight parking is whether existing code addresses the current issue of concern. If it does, council can direct staff (police or code enforcement) to enforce the camping prohibition. Practically, the complaint of overnight parking would be a fairly low priority call to respond to. If the Council elects to amend the TMC to add "big box parking lots" to the TMC that regulates overnight parking as it relates to "camping," it will be important to clarify how exceptions would be granted. Staff recommends that if TMC is amended, the ordinance should include a maximum number of days (nights) that are allowed. The Tigard Police Department has inquired of neighboring jurisdictions as to any problems or incidents related to overnight parking at big box stores. Tigard has not experienced any incidents or problems with camping or RV parking in current big box parking lots. Should the Council prefer to change to the development code change that specifies circumstances in zoning districts in which people can stay overnight in an RV, a permit would likely be required and this change could be added to the upcoming process and procedures code changes package that is scheduled to begin in 2014.

2. Regulating or requiring disclosure of big box tenants. Council's prior discussion centered on whether the previous situation with a development application could be avoided, in which the developer applied for a Site Development Review (SDR) and named Target as the tenant, and subsequently replaced the tenant (WalMart) without city review or approval. Current city code does not require an applicant to name the tenant. There are potential difficulties in trying to apply regulations requiring disclosure of tenants without complicating the application process. The City could not deny an application based on one tenant over another so the knowledge about the tenant would not be actionable. In the case of WalMart, the developer did disclose their original tenant, Target, but then that proposal fell through. From an applicant's perspective, there could be a down side to requiring tenant disclosure. For example, an applicant interested in flex space may not have a tenant identified and then it introduces complexity into the application if there are changes in the application. If the Council's policy objective is to limit the presence of big box retailers generally, the Council could consider maximum size (square footage) limitations on commercial development in specific zones. This type of cap limits or restricts big box development and does so uniformly.

OTHER ALTERNATIVES

This item is presented for Council discussion. The Council could choose to take no action, or to explore these concepts further and craft a specific proposal that achieves the Council's policy objectives.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

June 11, 2013

Attachments

CA memo - big box

Two Centerpointe Dr 6th Fl
Lake Oswego OR 97035
www.jordanramis.com

Phone: (503) 598-7070
Toll Free: (888) 598-7070
Fax: (503) 598-7373

LEGAL MEMORANDUM

TO: Mayor and City Council

FROM: Tim Ramis

DATE: October 14, 2013

RE: **Big Box Regulatory Issues**
File No. 50014-36799

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

INTRODUCTION

The City Council directed the City Attorney to provide an overview of potential code changes to achieve two policy objectives. These objectives are to, (a) prohibit overnight stays in the private parking lots of big box retailers, and (b) to require a City review and approval in association with changing big box tenants.

This memorandum provides some guidance as to the potential legal and policy considerations associated with amending the code in a manner that is not discriminatory and is narrowly tailored to achieve the desired policy objectives.

OVERNIGHT PARKING LOT USE

Concerns have been expressed with the overnight use of the parking lots associated with big box retailers. An example of activities that were discussed by the Council is the use of big box parking lots for overnight parking of recreational vehicles.

The Council generally has three options on how to proceed. It can either:

- (1) determine that the existing Tigard Municipal Code (“TMC”) already prohibits the activities that are of concern;

October 14, 2013

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- (2) provide direction to staff on specific code changes that meet the Council's policy objectives; or
- (3) take no action.

1. TMC Camping Prohibition

The City Code already prohibits camping in public areas. TMC 7.80 states that,

“It is unlawful for any person to camp in or upon any sidewalk, street, alley, land, public right-of-way, transit facility or bus shelter, or any place to which the general public has access, or under any bridgeway or viaduct, unless otherwise specifically authorized by this city or by declaration by the mayor in emergency circumstances.” TMC 7.80.020.

The term “camping” is broad enough to include setting up and use of a “campsite,” meaning,

“any place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire, is place, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.” TMC 7.80.010(B).

One issue that the Council can address is whether or not the existing prohibition on camping already addresses its policy objectives. If the parking lot of a big box retailer is a “place to which the general public has access,” and staying overnight in a recreational vehicle meets the definition of “campsite” (e.g. involves bedding, stove, and a vehicle), then the Council can find that overnight stays in RVs in big box retail parking lots are already prohibited by TMC 7.80.020.

Should a majority of Council find that TMC 7.80 already prohibits overnight stays in recreational vehicles in big box parking lots, the Council can provide direction to staff to enforce the code on this point.

2. Amending the TMC

Should the Council find that TMC 7.80 does not meet all of its policy objectives, it can amend the code to do so. Such an amendment could be as simple as to add “big box parking lots” to the list of places where camping is prohibited, and specify that staying in a recreational vehicle is considered “camping.”

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Page 3

An additional manner of regulating the situation is to define where and how the Council would allow for overnight stays in recreational vehicles. One example of such an approach is the City of Roseburg which specifies which zoning districts people can stay in RVs, and requires a permit be obtained ahead of time. The City of Stayton, Oregon also utilizes a similar approach by prohibiting camping on public property, but allowing the Chief of Police to grant permits for use of RVs that meet certain specifications.

Should the Council desire to amend the TMC to further identify the parameters in which RV camping is allowable, the Council should provide as specific direction as possible to the City Staff. Staff can then work with the City Attorney to memorialize that direction in a specific draft amendment to the TMC and identify any legal concerns therewith. The draft amendment would be brought back to the Council at a later meeting.

3. Maintain Status Quo

Should the Council find that the current TMC does not prohibit overnight RV stays in big box parking lots, and that it does not desire to do so, the Council can decline to take action on this matter. Such a decision does not prohibit future action by the Council should there be complaints regarding RV camping or any other use of big box parking lots in the City. No formal vote is required to undertake this approach.

REGULATING BIG BOX TENANTS

Concerns have been expressed that big box development tenants are not adequately regulated by the Tigard Development Code (“TDC”). Specifically, the current TDC could allow an applicant to build a big box development without specifying what tenant will be located therein, and that the owner of an existing big box development could change tenants without a review process and approval from the City.

Under the TDC, it is likely that any big box development would be reviewed through the Site Development Review (“SDR”) process at TDC 18.360. The standards applicable to SDR review do not require an applicant to identify an intended tenant or occupant of the project, only requiring that when a tenant does move in, that they obtain a business license from the City.

It is within the power of the City to amend the SDR code to require applicants to identify intended big box tenants as part of the application process, so that any City land use approval would be limited to a specific tenant, and require additional City review and approval to change that user. Such an approach would ensure that the City has notice of what tenant will use space when the City approves an application, but could have impacts beyond that. If the Council

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decides that it is interested in pursuing this approach, the following two questions should be considered.

- Would the City have the authority to approve or deny a project based on the intended user?
- Will the requirements be limited to “big box” retail operations?

The balance of this memorandum discusses the legal and policy issues associated with these questions.

1. Would the City have the authority to approve or deny a project based on the intended user?

This question gets at the intended objective of the City in passing such regulations. Is the City trying to require that applicant only identify the intended tenant beforehand so that the City and other stakeholders are informed before the decision? Or is the City trying to establish approval criteria that are applicable to and distinguish between occupants that are within the same use category (such as “big box” retailers)?

If the requirement is simply for an applicant to identify a proposed occupant and perhaps supply a letter of intent for the space, the issue is fairly straightforward. However, if the City is trying to distinguish between different retail operations, the regulatory approach must be crafted in a manner that has a rational and legitimate purpose, and does not allow the City to make arbitrary distinctions between big box retail operations.

As noted in the prior memorandum to Council dated May 28, 2013, a case can be readily made for the policy rationale behind regulating big box retailers and their effects on the City economy (e.g. reduced market share for “mom and pop” retailers, lack of ties to the City business community, etc.). However, because any City regulation must have a rational and legitimate purpose, any regulation that seeks to distinguish between big box retailers must do so in a manner that is not arbitrary, or could result in liability to the City. As such, regulations that are more narrowly tailored to target specific retailers are not recommended.

2. Will the requirements be limited to “big box” retail operations?

The City could apply a requirement to identify intended occupants to any commercial or industrial development of any size, in the City. However, one consideration in requiring applicants to have an intended occupant is that it effectively prohibits speculative building. On the big box scale, speculative building is less common than smaller retail spaces. For example, it

October 14, 2013

Page 5

is fairly common that a proposed office building or retail complex will have identified an anchor tenant or tenants, but also be looking to create additional office or retail space that would be leased after development.

As such, any requirement to identify future tenants should be limited to only affect the kinds of development that is the source of the Council's concern. If that is big box retailers, a narrowly tailored approach is suggested, so that the City avoids creating additional requirements for smaller operations and landlords trying to change tenants when a lease expires or a business moves.

Should the Council desire to amend the TDC to require identification of intended tenants, the Council should provide as specific direction as possible to the City staff. City staff can then work with the City Attorney to memorialize that direction in a specific draft amendment to the TDC and identify any legal concerns therewith. The draft amendment would be brought back to the Council at a later meeting.

AIS-1528

11.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 20 Minutes

Agenda Title: Discuss Legislative Agenda for 2014 Legislative Session

Prepared For: Liz Newton, City Management

Submitted By: Liz
Newton,
City
Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Develop the city's legislative agenda for the 2014 Oregon Legislative Session.

STAFF RECOMMENDATION / ACTION REQUEST

Discuss the city's legislative priorities for the upcoming session and direct staff to prepare a legislative agenda for consideration and adoption on January 14, 2014.

KEY FACTS AND INFORMATION SUMMARY

The Oregon State Legislature is scheduled to convene on February 4, 2014 for a short session. This is an appropriate time for council to adopt a legislative agenda to communicate the city's legislative priorities.

Staff recommends council consider the following for inclusion in the 2014 Legislative Agenda.

From the League of Oregon Cities list of policy issues:

- Referral regarding the legalization of marijuana
- Local Improvement Districts
- 9-1-1 Tax on Prepaid Wireless
- Water Supply Development Fund Appropriations
- Labor and Supervisor Management

Franchise Fees

A summary of these policy issues is attached as Exhibit "A".

The scope of legislation considered in the upcoming session will likely be very limited. However there may be one or two ongoing issues of interest the council would like to include in the city's legislative agenda. The city's 2013 Legislative Agenda focused on economic development/jobs, transportation, financial stability and growth and development. A copy of the 2013 legislative agenda is attached for reference.

Another issue raised by staff relates to uncertainty around the Vertical Housing Program.

The Vertical Housing Program encourages mixed-use commercial / residential developments in areas designated by communities through a partial property tax exemption. The exemption varies in accordance with the number of residential floors on a project with a maximum property tax exemption of 80 percent over 10 years. An additional property tax exemption on the land may be given if some or all of the residential housing is for low-income persons (80 percent of area median income or below). A number of cities, including Beaverton and Hillsboro, are using vertical housing to encourage mixed-use development.

This is a potential tool for Tigard to use in partnership with housing developers; however, uncertainty exists as to whether the program will be extended beyond its 2016 sunset.

In an effort to coordinate with our regional partners, staff will obtain legislative agendas from Washington County and the cities of Beaverton, Hillsboro, Sherwood and Tualatin and provide them to council as they are available.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

League of Oregon Cities Policy Issues of Interest
2013 Legislative Agenda

EXHIBIT A

2014 League of Oregon Cities' policy issues of interest:

Referral regarding the legalization of marijuana

Should the legislature decide to take up the issue of referring to voters a measure legalizing the recreational use of marijuana, the League would like to be involved in those discussions, particularly as they relate to: the governing agency responsible for oversight; public safety; local licensing, siting and zoning authority; production limits and taxation and revenue distribution.

Local Improvement Districts

Cities rely on local improvement districts to complete important upgrades to infrastructure that benefits a local area within the city's boundaries. The League is concerned that legislation will be brought that will limit the ability of cities to use this financing mechanism that insures that the beneficiaries of specific improvements bear the cost of those improvements and instead lead to the general taxpayer funding these projects from the limited general funds cities currently have available.

9-1-1 Tax on Prepaid Wireless

While the legislature extended the sunset date for the 9-1-1 tax on telecommunication services, the prepaid cell phone market remains outside this important revenue source. With prepaid phones becoming an increasing portion of the industry and such phones being used to access the emergency service system, we believe that the work of finalizing the collection mechanism for such a fee must be finished in the 2014 session and the prepaid cell phone users will thereby pay their fair share for this vital service.

Water Supply Development Fund Appropriations

The League requests a budget note to the budget reconciliation bill, or other appropriate legislation, clarifying the appropriation of lottery bonds from the Water Supply Development Fund. This fund was established in 2013 legislation, which included authorization for two specific projects – the state \$1.5 million match for a water reallocation project in the Willamette Basin and a \$750,000 fund for a comprehensive basin study for the Deschutes Basin. In 2013, \$10 million was appropriated to the development fund and the two projects now need a budget note to finalize the funding outside the loan and grant process as laid out in the authorizing bill.

Labor and Supervisor Management

The League would once again oppose changes to Oregon's collective bargaining law that would place supervisory employees into collective bargaining units and require mid-term bargaining to be subjected to binding arbitration. Similarly, the League would urge caution in regards to changing Oregon's public contracting code in a short session. Public contracting is an area fraught with complications that require robust deliberations not offered in the time available.

Franchise Fees

While the League worked on legislation in the 2013 session to address the differences in franchise fees charged to different types of telecommunication companies. While we appreciate the need for equity, the League is concerned about proposed legislation that would alter the statutory basis for franchise fees. We oppose any preemption on local authority related to franchise fees and other right-of-way management policies. We prefer that the discussions started in 2013 continue through a work group and present a solution for possible consideration in the 2015 session.



2013 Legislative Agenda

Tigard, Oregon

"She flies with her own wings."
—Judge Jessie Quinn Thornton, 1854



Sen. Ginny Burdick
SENATE DISTRICT 18
900 Court St. NE, S-213
Salem, OR 97301
sen.ginnyburdick@state.or.us



Rep. Margaret Doherty
HOUSE DISTRICT 35
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Tigard City Council

Mayor John Cook
Council President Marland Henderson
Councilor Gretchen Buehner
Councilor Marc Woodard
Councilor Jason Snider

13125 SW Hall Blvd., Tigard, OR 97223
councilmail@tigard-or.gov



City of Tigard
www.tigard-or.gov

Economic Development/Jobs

Jobs/Economic Development Initiative

Endorse the League of Oregon Cities (LOC) Jobs/Economic Development Initiative to support three policy options in the Oregon Business Development Department's budget:

- ❑ The Brownfields Redevelopment Fund for gap funding to clean up industrial sites.
- ❑ Patient Capital for Industrial Lands Pilot Program for funding to cities to install infrastructure and conduct feasibility studies needed for sites to be "shovel ready."
- ❑ The Employment Site Re-Use/Redevelopment Pilot Program to assist communities with funding incentives to reuse/redevelop existing industrial lands.

Downtown Brownfield Development

In addition to supporting the LOC's Jobs/Economic Development Initiative, pursue available federal funding to clean brownfield sites.

Transportation

Defeat legislation that would extend or make permanent the moratorium on raising existing or levying new local gas taxes and/or any legislation that proposes to restrict or pre-empt cities' ability to charge any transportation-related fee or tax.

In 2009, legislation was adopted that prohibited local governments from enacting or amending charter provisions, ordinances or resolutions related to the collection of local motor vehicle taxes until Jan. 2, 2014. The legislation did not apply to Tigard because our local motor vehicle tax was in place. Oppose any legislation that pre-empts the city's ability to charge any transportation-related fee or tax.

Seek additional funding, efficiencies and program support for multimodal transportation and rail projects.

Pursue state and federal grants and other funding sources, and regional, state and federal support for multimodal transportation investments including high-capacity transit (HCT) and the Columbia River Crossing project.

Tigard Street Trail

Work with ODOT Rail and Portland & Western Railroad to secure the property rights for the former rail bed land paralleling Tigard Street. Pursue regional, state and federal funds for construction of a trail.

Financial Stability

■ **Local Control Amendment**

This constitutional amendment would allow local voters to consider a local option levy outside of compression and extend the duration from 5–10 years. (HJR 26 in the 2011 legislative session.)

■ **Maintain and strengthen the state’s commitment to the State Shared Revenue funding formula.**

Prevent erosion of the formula for distribution of state liquor, cigarette and gas tax revenue to cities. At a minimum retain the current distribution formula.

■ **Address tax equity issues in the context of state telecommunications laws including removing existing pre-emptions that have led to declining revenues.**

The predominant system of franchising telecommunications providers has not kept pace with technology. In particular, the shift from land line telephones to wireless technologies has resulted in an erosion of telecommunications revenues in Tigard and throughout Oregon cities. Over the last three years, Tigard has seen a 45 percent decrease in telecommunications franchise revenues.

■ **Allow local governments a more flexible use of transient lodging tax to meet the increased demands placed on both essential services and infrastructure created by tourism activities.**

Current law prohibits cities from imposing new local transient lodging taxes. Cities’ share of state transient lodging taxes may fund city or county services without restriction. Retain the current distribution formula of state transient tax dollars and fund city services without restriction.

■ **9-1-1 Tax Renewal**

Renew the 9-1-1 emergency tax beyond its expiration in 2014 and extend the tax to prepaid cell phones and VoIP services. As these services become a higher share of the market, the tax revenues to 9-1-1 centers is declining which shifts the financial burden for operating 9-1-1 centers to cities even though the demand for service increases. It is estimated that extension of the 9-1-1 tax would generate \$700,000 for WCCA to pay for increased service demand.

Growth and Development

■ **Support an urban growth boundary agenda that would provide for a more efficient urban growth management system.**

Support a requirement that concept and community planning for urban growth boundary expansion areas is conducted by the jurisdiction that will ultimately govern the area, and that those final plans be adopted and annexation occur prior to development.



AIS-1565

12.

Business Meeting

Meeting Date: 12/10/2013

Length (in minutes): 10 Minutes

Agenda Title: Lake Oswego Tigard Water Partnership IGA Third Amendment

Prepared For: Liz Newton

Submitted By: Liz Newton,
City
Management

Item Type: Motion Requested

Meeting Type: Council
Business
Meeting -
Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Amendment to the Lake Oswego Water Partnership IGA to include purchase of the Mapleton properties and shifting of 4 MGD of capacity from Lake Oswego to Tigard.

STAFF RECOMMENDATION / ACTION REQUEST

Adopt the resolution approving the third amendment to the Lake Oswego Tigard Water Partnership IGA and authorize the mayor to execute the amendment.

KEY FACTS AND INFORMATION SUMMARY

In August 2008, the cities of Tigard and Lake Oswego entered in to a partnership regarding the design, construction and operation of water supply facilities to serve both communities.

Over the last several months, the cities have been in negotiations to transfer 4 mgd of capacity from Lake Oswego to Tigard, resulting in 20 mgd of the 38 mgd capacity being allocated to Lake Oswego and 18 mgd being allocated to Tigard. The cities have agreed to terms which requires the adoption of a third amendment to the IGA.

The amendment to the IGA reflects the shift in allocation, the addition of Mapleton Drive properties as assets, and correction of the original "buy-in" calculations.

OTHER ALTERNATIVES

N/A

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

Council reviewed proposed contract terms in executive session.

Fiscal Impact

Cost: 5,131,390

Budgeted (yes or no): yes

Where Budgeted (department/program): water bond fund

Additional Fiscal Notes:

\$1,272,846 is the additional "buy-in" for adding the Mapleton properties to the agreement assets and correcting original buy-in calculations.

\$3,858,544 is to reimburse Lake Oswego for costs paid to date for the 4 mgd transferred to Tigard.

Attachments

Resolution

IGA Amendment

Exhibit 6 - Tigard Buy-In

Exhibit 7 - Cost allocation draft

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

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE WATER PARTNERSHIP INTERGOVERNMENTAL AGREEMENT, INCLUDING THE PURCHASE OF THE MAPLETON PROPERTIES, THE SHIFTING OF FOUR MILLION GALLONS A DAY OF CAPACITY TO TIGARD AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, in August 2008 the cities of Tigard and Lake Oswego entered into a water partnership formalized in the Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction, and Operation (Agreement); and

WHEREAS, this third amendment will update Exhibits 6 and 7 of the Agreement; and

WHEREAS, Lake Oswego has offered and Tigard desires to transfer an additional four million gallons per day of program-wide capacity to Tigard for an agreed to price; and

WHEREAS, with the approval of land use permits, it is now realized that the Mapleton properties are necessary for the completion of the program and thus Tigard is now obligated by the Agreement to purchase a proportional share of those properties from Lake Oswego; and

WHEREAS, the Lake Oswego and Tigard City Councils are required to approve this amendment; and

WHEREAS, an error in the original Exhibit 6, **Determination of Tigard Buy-In**, needs to be corrected; and

WHEREAS, the revised Exhibit 6 corrects a previous math error and now includes Tigard's buy-in of the Mapleton properties; and

WHEREAS, the revised Exhibit 7, **Allocation of System Improvement Costs to the Parties**, has been updated and sets Tigard's system improvement costs at \$154 million, which includes inflationary costs through 2016.

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

SECTION 1: The Tigard City Council hereby approves Attachment A, the Third Amendment to the Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction, and Operation and authorizes the mayor to execute the amendment.

SECTION 2: The Tigard City Council hereby approves the revised Exhibit 6, the **Determination of Tigard Buy-In**, as included in this third amendment to the Agreement.

SECTION 3: The Tigard City Council hereby approves the revised Exhibit 7, **Allocation of System Improvement Costs to the Parties**, as included in this third amendment to the Agreement.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2013.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

**THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
REGARDING WATER SUPPLY FACILITIES, DESIGN, CONSTRUCTION, AND
OPERATION**

THIS THIRD AMENDMENT to Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction and Operation (Third Amendment) is effective this _____ day of _____ 2013, by and between the City of Lake Oswego (Lake Oswego) an Oregon municipal corporation, and the City of Tigard (Tigard), an Oregon municipal corporation. Lake Oswego and Tigard may also be referred to individually herein as a "Party" and collectively as "Parties."

Recitals

WHEREAS, on August 6, 2008 the Parties executed an Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction and Operation (Agreement); and

WHEREAS, since the execution of the original Agreement, the scope of the Project under the Agreement has changed from beginning with an "Initial Expansion" of Supply Facilities to provide Capacity of 32 million gallons of water per day (mgd), to instead encompass the full contemplated "Long Term Expansion," with a Capacity of 38 mgd; and

WHEREAS, the Parties have concluded that it is in the best interest of both to adjust the allocation of Capacity from the expanded water supply facilities to transfer 4 mgd of Capacity from Lake Oswego to Tigard, resulting in 20 mgd being allocated to Lake Oswego and 18 mgd being allocated to Tigard; and

WHEREAS, the shift in allocation, plus the addition of Mapleton Drive properties as assets under the Agreement and correction of original "buy-in" calculations, necessitates a payment from the City of Tigard to the City of Lake Oswego based on new costs share applied to costs paid by Lake Oswego on the 4mgd to date and the additional "buy-in" amount for the Mapleton Drive properties; and

WHEREAS, Exhibit 6 to the Agreement outlining Tigard's buy-in costs, and Exhibit 7 to the Agreement setting forth an allocation of system improvement costs to the parties, require adjustments reflecting the changes described in these recitals; and

WHEREAS, the Parties desire to expedite the timeframe for reviewing the Agreement to consider whether changes are necessary or desirable to reflect the transition from an agreement regarding construction to an agreement regarding long term operations;

NOW, THEREFORE, THE PARTIES AGREE TO THIS THIRD AMENDMENT AS FOLLOWS:

Section 1. Updating References and Eliminating Inconsistencies. The Agreement is amended to refer to a single Expansion having 38 mgd Capacity, in place of all references to an Initial Expansion or a Long Term Expansion.

Section 2. Allocation of Capacity. The Agreement is amended to adjust any statements of allocations of Capacity to state an allocation of 20 mgd to Lake Oswego and 18 mgd to Tigard. Specifically, and without limiting the foregoing, Section 4.3 of the Agreement is amended to read as follows:

4.3 Allocation of Capacity

At the completion of the Expansion, Tigard's allocation of Capacity shall be 18 million gallons of water per day, and Lake Oswego's allocation shall be 20 million gallons per day.

Section 3. Payment. Within 60 days following the execution of this Third Amendment, Tigard shall pay Lake Oswego the sum of Five Million One Hundred Thirty One Thousand Three Hundred Ninety Dollars (\$5,131,390), consisting of \$1,272,846 as an additional "buy-in" amount that results from adding the Mapleton Properties to the Agreement assets and correcting original buy-in calculations, plus \$3,858,544 to reimburse Lake Oswego for costs paid to date by reason of the 4 mgd of Capacity that is transferred to Tigard pursuant to Section 2 of this Third Amendment.

Section 4. Sales to Others. Article XI of the Agreement is amended to read as follows:

Article XI Sales to Others

In addition to the Existing Wholesale Customers, Retail Customers of any Party, existing mutual aid agreements, or extension of service to service areas identified in the Carollo Report, either Party may contract for the sale or use of water within that Party's allocation of Capacity to any other person, provided that the contract is on a surplus basis. Any additional sale of water contracts that are not on a surplus basis, or any other contracts for sale or use of the Supply Facilities, shall require the approval of the other Party and compliance with the terms of this Agreement. Any revenues derived from the sale of water to another entity shall be paid to the Managing Agency. Net proceeds from such sales shall be credited back to the Parties based on a method as mutually agreed. Net proceeds shall be those proceeds remaining after expenses, renewals and replacements and contingencies are paid.

Section 5. Modifications to Governance and Management Structure. Section 15.1 of the Agreement is amended to read as follows:

15.1 Modification to Agreement

Within one year after approval of this amendment, the Oversight Committee shall undertake a review of all agreements to date to consider any modifications to the terms and conditions of this Agreement that may be necessary or desirable, including any modifications needed to transition from an agreement regarding construction to an agreement regarding long term operations. Matters that may be considered include, but are not limited to, changes in ownership, water rights limitations, conditions of approval and legal settlements, governance and management structure. At the recommendation of the Oversight Committee, the Councils for the parties may consider:

15.1.1 Modification of the existing Agreement(s);

15.1.2 Replacement of existing Agreement(s) with a new Agreement:

15.1.3 Creation of a Supply Agency under ORS Chapter 190.

Section 6. Revision of Exhibits. Exhibit 6 (Determination of Tigard Buy-In) and Exhibit 7 (Allocation of System Improvement Costs to the Parties) are revised to read as set forth in attached Exhibits 6 and 7.

Section 7. Entire Agreement. Except a specifically amended by this Third Amendment, the Agreement dated August 6, 2008 as subsequently amended by the first Amendment and the Second Amendment remains in full force and effect.

IN WITNESS WHEREOF the Parties have dated and signed this Agreement

City of Lake Oswego

City of Tigard

Mayor Dated

Mayor Dated

ATTEST:

ATTEST:

City Recorder Dated

City Recorder Dated

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Dated

City Attorney Dated

**EXHIBIT _6_
AMENDED AND CORRECTED TIGARD BUY-IN**

| Asset | Tax Map | Tax Lot | Clackamas Co. Deed | Original Cost | Net Reproduction Cost | Tigard Allocation % | Tigard Share |
|--|------------|---------|--------------------|---------------|-----------------------------|------------------------|---------------------|
| Clackamas River Intake & Pump Station | | | | \$ 1,911,733 | \$ 1,832,454 | 0.00% | \$ - |
| Clackamas River Intake Land* | 2 2E 20CA | 15001 | Bk 173, Pg 900-902 | \$ 10,450 | \$ 260,000 | 14/38 | \$ 95,789 |
| Computer System/Software | | | | \$ 214,222 | \$ 72,311 | 14/38 | \$ 26,641 |
| Finished Water Transmission | | | | \$ 2,111,711 | \$ 5,440,227 | 0.00% | \$ - |
| General Plant | | | | \$ 61,500 | \$ 15,561 | 14/38 | \$ 5,733 |
| Raw Water Transmission | | | | \$ 612,137 | \$ 2,460,521 | 14/38 | \$ 906,508 |
| Waluga Reservoir | | | | \$ 1,281,427 | \$ 1,960,196 | 0.00% | \$ - |
| Subtotal | | | | | | | \$ 1,034,671 |
| Waluga Reservoir: Land | | | | | | | |
| Reservoir Property | 2 1E 07 AD | 03100 | Doc 72-06414 | n/a | \$354,508 | 14/38 | \$ 130,608 |
| Waluga Res #1* | 2 1E 07AD | 00700 | Doc 76-36977 | n/a | \$1,407,287 | 14/38 | \$ 518,474 |
| 4800 Carmen Dr* | 2 1E 07AD | 00900 | Doc 92-063461 | \$ 323,300 | \$945,353 | 14/38 | \$ 348,288 |
| Vacant Parcel* | 2 1E 07AD | 01000 | Doc 92-063461 | \$ 323,300 | \$945,353 | 14/38 | \$ 348,288 |
| Water Treatment Plant | | | | \$ 9,731,005 | \$ 11,704,894 | 0.00% | \$ - |
| Water Treatment Plant Land | | | | | | | |
| 4260 Kenthorpe Way - parcel 1* | 2 1E 24BD | 00300 | Bk 688, Pg 581 | n/a | \$2,425,478 | 14/38 | \$ 893,597 |
| 4260 Kenthorpe Way - parcel 2* | 2 1E 24BD | 00401 | Doc 79-35248 | n/a | \$271,975 | 14/38 | \$ 100,201 |
| Subtotal | | | | | | | \$2,339,456 |
| 4245 Mapleton Dr.* (RMV) | 2 1E 24BD | 01200 | Doc 89-10200 | \$ 85,000 | \$ 509,554 | 18/38 | \$241,368 |
| 4305 Mapleton Dr.* (RMV) | 2 1E 24BD | 01300 | Doc 95-33429 | \$ 190,000 | \$ 504,459 | 18/38 | \$238,954 |
| 4315 Mapleton Dr.* (RMV) | 2 1E 24BD | 01400 | Doc 89-13210 | \$ 116,000 | \$ 504,459 | 18/38 | \$238,954 |
| xxxx Mapleton Dr.* (RMV) | 2 1E 24BD | 01500 | Doc 89-13210 | \$ - | | | |
| Totals | | | * less 2006-108190 | \$ 16,971,785 | \$ 31,614,589 | Subtotal | \$719,276 |
| Total | | | | | | | \$ 4,093,404 |

*Net reproduction cost for these properties are based on an appraisal conducted by Integra Realty Resources (July 2008).

| Corrected Tigard Buy-in | |
|----------------------------|--------------------|
| Mapleton Property Total = | \$719,276 |
| Other WTP property total = | \$2,339,456 |
| All non-property totals = | \$1,034,671 |
| | |
| Total Tigard Allocation = | \$4,093,404 |
| Prior Paid by Tigard = | (\$2,820,558) |
| | |
| Balance Due = | \$1,272,846 |

EXHIBIT 7
ALLOCATION OF SYSTEM IMPROVEMENT COSTS TO THE PARTIES

| | | Cost of Improvements | Lake Oswego | | Tigard | |
|-----------------------|--|----------------------|----------------|---------------|----------------|----------------|
| | | | Allocation (%) | Share (\$) | Allocation (%) | Share (\$) |
| Project Costs* | | | | | | |
| | Water Treatment Plant | | | | | |
| | - 38 mgd Expansion | \$ 74,966,399 | 37.16% | \$ 27,857,514 | 62.84% | \$ 47,108,885 |
| | River Intake Pumping Station | \$ 12,932,668 | 20/38 | \$ 6,806,667 | 18/38 | \$ 6,126,001 |
| | Raw Water Pipeline | \$ 24,540,330 | 20/38 | \$ 12,915,963 | 18/38 | \$ 11,624,367 |
| | Finished Water Pipeline | \$ 52,856,778 | | | | |
| | - WTP to South Side of Oswego Lake | \$ 25,583,609 | 20/38 | \$ 13,465,057 | 18/38 | \$ 12,118,552 |
| | - South Side of Oswego Lake to North Side of Oswego Lake | \$ 9,732,139 | 12/30 | \$ 3,892,856 | 18/30 | \$ 5,839,283 |
| | - North Side of Oswego Lake to Waluga Reservoir | \$ 13,466,442 | 0% | \$ 500,000** | 100% | \$ 12,966,442 |
| | - Waluga Reservoir to Bonita Pumping Station | \$ 4,074,588 | 0% | \$ - | 100% | \$ 4,074,588 |
| | Waluga Reservoir | \$ 8,329,497 | 1.7/3.5 | \$ 4,045,756 | 1.8/3.5 | \$ 4,283,741 |
| | Bonita Pumping Station | \$ 8,273,901 | 0% | \$ - | 100% | \$ 8,273,901 |
| | Sub-Totals | \$ 181,900,000 | 38.20% | \$ 69,483,813 | 61.80% | \$ 112,415,760 |
| Program Costs | | | | | | |
| | Program Management, Permitting, Construction Management | \$ 34,696,785 | 38.20% | \$ 13,254,172 | 61.80% | \$ 21,442,613 |
| | Sponsor/Staff Cost (wages, transfers, materials & services, testing) | \$ 13,257,000 | 38.20% | \$ 5,064,174 | 61.80% | \$ 8,192,826 |
| | SCADA System Services | \$ 1,861,684 | 38.20% | \$ 711,163 | 61.80% | \$ 1,150,521 |
| | Legal, Land Use/ROW and Other Professional Services | \$ 9,644,000 | 38.20% | \$ 3,684,008 | 61.80% | \$ 5,959,992 |
| | Construction Contingency | \$ 8,437,000 | 38.20% | \$ 3,222,934 | 61.80% | \$ 5,214,066 |
| | Sub-Totals | \$ 67,896,000 | 38.20% | \$ 25,936,000 | 61.80% | \$ 41,960,000 |
| Total Costs | | \$ 249,796,000 | 38.20% | \$ 95,419,800 | 61.80% | \$ 154,375,800 |
| | * - Project costs include design, construction, and mitigation contingency and are presented in 2014 dollars (assumed mid-point of construction). | | | | | |
| | ** - Lake Oswego's half of cost to upsize this reach of FWP to 36-inch so that existing 18-inch can be retired; otherwise, LO pays 0% of new pipe in this reach. | | | | | |