



City of Tigard
Tigard Workshop Meeting – Agenda

TIGARD CITY COUNCIL **Revised Nov. 14, 2013-Item No. 4 Title Revised and Agenda Item Summary Added to Packet**

MEETING DATE AND TIME: November 19, 2013 - 6:30 p.m.

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

PUBLIC NOTICE:

Times noted are estimated.

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).

VIEW LIVE VIDEO STREAMING ONLINE:

<http://live.tigard-or.gov>

Workshop meetings are cablecast on Tualatin Valley Community TV as follows:
Replay Schedule for Tigard City Council Workshop Meetings - Channel 28

- Every Sunday at 7 a.m.
- Every Monday at 1 p.m.
- Every Wednesday at 2 p.m.
- Every Thursday at 12 p.m.
- Every Friday at 3 p.m.

SEE ATTACHED AGENDA



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6:30 PM

- **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.

1. WORKSHOP MEETING

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

2. RECEIVE REPORT AND DISCUSS POLICY REVIEW ON THE STREET MAINTENANCE FEE

3. RECEIVE BRIEFING ON UPCOMING CHANGES TO THE CITY'S LAND USE PERMIT INTAKE PROCESS

4. DISCUSS POLICY QUESTIONS RELATED TO A DRAFT INTERGOVERNMENTAL AGREEMENT TO PROVIDE WATER SERVICE TO KING CITY AND OTHER ENTITIES

5. RECEIVE REGIONAL TRANSPORTATION PLANNING UPDATE

6. COUNCIL LIAISON REPORTS

7. NON AGENDA ITEMS

8. 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.
9. ADJOURNMENT

AIS-1454

2.

Workshop Meeting

Meeting Date: 11/19/2013

Length (in minutes): 45 Minutes

Agenda Title: Report and Policy Review on the Street Maintenance Fee (Joint AIS from FIS and PW)

Prepared For: Toby LaFrance

Submitted By: Cathy Wheatley,
Administrative Services

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Workshop Mtg.

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

On October 22, 2013, Senior Project Engineer Mike McCarthy, Interim Public Works Director Brian Rager and Assistant Finance Director Debbie Smith-Wagar presented a two-year report on the Street Maintenance Fee. At that time, staff gathered questions that needed to be researched.

At this Workshop, staff will answer the questions that have been collected in two parts:

- 1) How the current program addresses the questions; and
- 2) Recommendations, if any, from staff as to proposed changes to the program.

Should Council want to pursue any targeted areas for changes, staff can bring back additional discussion items in a third meeting.

STAFF RECOMMENDATION / ACTION REQUEST

This is a workshop discussion. Staff requests council provide direction on:

- 1) Adequacy of provided answers;
- 2) Recommended changes to the program; and
- 3) Whether council has additional questions that should be scheduled for a subsequent meeting.

KEY FACTS AND INFORMATION SUMMARY

The Pavement Management Program (PMP) is funded through the Street Maintenance Fee (SMF). In addition the SMF pays for a limited amount of Right of Way (ROW) maintenance. Staff will present some background on what the PMP and the ROW maintenance does and does not do for Tigard. As additional background information, staff has attached to this Agenda Item Summary (AIS) the "Street Maintenance Program" document that was created in 2009 and is still available on the city's website.

Staff will present and discuss the questions collected from Council about the PMP, ROW maintenance, and SMF. A summary of the questions and answers is attached to the AIS (see "Street Maintenance Fee Questions

and Answers"). The answers provided are geared toward how the programs and fee are currently administered. In addition to that answer, staff is also providing a recommendation for any areas of change or improvement, if any.

OTHER ALTERNATIVES

Council can choose to cancel the discussion workshop.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

DATES OF PREVIOUS CONSIDERATION

October 22, 2013

Attachments

Pavement Management Program and Street Maintenance Fee Q&A

Street Maintenance Document

4-year Financial History

History by Month for FY 2013



MEMORANDUM

TO: The Honorable Mayor and City Councilors

FROM: Finance and Information Services Director Toby LaFrance
Interim Public Works Director Brian Rager
City Engineer Mike Stone

RE: Street Maintenance Fee and Program Information

DATE: November 6, 2013

The following questions arose during our October 22, 2013, discussion about the Street Maintenance Fee, Pavement Management Program, and Right-of-Way Maintenance Program. Below are answers to these questions. These programs will be discussed at the November 19 work session.

Q: Number of parking spaces is the basis for calculating the fee for nonresidential properties. Is this the right approach/methodology to calculate the fee?

The number of required parking spaces is currently used as a proxy for the wear-and-tear caused by traffic to and from each property. The number of required parking spaces is established in TMC 18.765 and is typically based on the square footage of the building. So this essentially becomes a per-square-footage fee based on the type of business. One effect of using the parking code is that changes to the parking code result in changes to the Street Maintenance Fee – such as in the spring of 2013 when parking requirements for certain uses were reduced, which had the side effect of reducing Street Maintenance Fee revenue.

There are other methodologies that can be used. The most common one being used by many cities is the use of trip generation by a development, as listed in the Institute of Transportation Engineers (ITE) Trip Generation Manual, with adjustments being made for trip length, pass-by trips, and other factors. Washington County's Transportation Development Tax (TDT) methodology is based on trip generation and could also be adapted to calculate the Street Maintenance Fee.

Staff will discuss the pros and cons of changing methodology during our discussion.

Q: How are roof eaves and internal hallways factored in to the fee calculation, and is this fair to those property owners?

Roof eaves and other overhangs are not included in building size. Internal hallways and common areas in multi-tenant buildings are typically divided proportionally among the tenants, unless the property owner/manager tells us otherwise, in which case we typically follow their suggestion.

Q: Should the city change the “cap” of parking spaces used to calculate the fee for larger retailers, and what would the implications be to raise or lower that cap?

The council could certainly choose to raise the parking space cap above the current cap of 250 spaces. In 2010, the council chose to raise the cap from 200 spaces to 250 spaces. Without a recalculation of the fee, the increase of the cap would raise revenues received from the business uses but would also likely raise opposition from that same community, based on previous methodology discussions with council concerning the SMF.

Q: Washington County will place a vehicle registration fee before voters in November 2014 intended to address street maintenance. There is a share of this local revenue that may be allocated to cities. Should Tigard consider changing its fee level in anticipation of this potential revenue?

This potential funding source has many significant uncertainties at this time. Further, it is important to note that the SMF only covers preventative measures for prolonging the life of pavement. The revenues from the SMF do not cover the costs of reconstruction of streets with a PCI rating of less than 50. At present, Tigard has a backlog of approximately 22 miles of streets that fit that condition. Staff's opinion is that any additional funding that could be used for street improvements should be an addition to, not a replacement of, current SMF funding.

Q: What is the reserve policy of the Street Maintenance Fund? Are we collecting more revenue than we are using?

Attached to the AIS are two documents that support the answer to these questions. The reserve policy of the Street Maintenance Fund is to have enough beginning fund balance to be able to pay for the program expenses that mostly occur in the first 2-3 months of the fiscal year. In order to accomplish sufficient fund balance, the program expenses have been lower than the revenues and it appears that a sufficient beginning fund balance has been achieved.

There are two attachments to the AIS. The first is the last four years of resources and requirements in the Street Maintenance Fund. This document shows by year, the beginning fund balance, the current revenues, the current expenses, and the resulting ending fund balance. With the exception of FY 2012, most of the current revenues were used and the current revenues exceeded the current expenses by \$60K - \$200K. FY 2012 is the exception where fund balance grew by nearly \$600K.

The second attachment to the AIS shows the same information of resources and requirements, but it is by month for FY 2013. This document shows that the fund's beginning fund balance that exceeds \$1 million on July 1, 2012 was reduced three months later to \$141K by the end of September. This document both demonstrates the need for a healthy beginning fund balance and that the current beginning fund balance is sufficient for our current program.

Q: How are we doing catching up on our paving needs?

By focusing on pavement preservation on all streets and pavement overlays on busy streets, we have been able to increase our average pavement condition index (PCI) from a 68 (out of 100) to a 70. However, there is a backlog of approximately 22 miles (15%) of our streets that need paving, but for which no paving is planned because all of our overlay funding is used up on busier streets. These are primarily local residential streets where the PCI falls below 50.

At current funding levels, we anticipate being able to slightly increase our average PCI from 70.0 to 70.5 over the next five years. We would not be able to significantly reduce our paving backlog, but we anticipate being able to keep it from growing significantly.

Q: What would it take to get to our goal?

In 2010 Council adopted a long-term PCI goal of 72 to 75. Our current funding level is enough to 'hold the line' and keep our PCI at its current level of 70. Approximately \$2 million total in additional funding would be necessary to achieve a PCI of 72, and approximately \$5 million total would be necessary to achieve a PCI of 75.

A PCI in the low 80's is considered ideal because the public would have good streets, the long-term maintenance costs would be the lowest, and backlog would be paved. Approximately \$1 million in additional annual funding would be necessary to reach this level in ten years.

Q: Sensitivity analysis – how much improvement do we get for each additional dollar?

Staff has found that it takes roughly an additional \$1 million to gain 1.0 points of PCI on our overall street network. If we did no pavement work for a year, our PCI would decrease by about 1.7. The \$1.8 million budgeted is anticipated to be enough to counter this deterioration and improve our PCI by a very slight 0.1 per year.

Q: What is the residential/non-residential balance – in terms of need, expenses, and revenue collection?

The ordinance assigns paving costs and needs to residential and nonresidential users by the following formula:

- Arterials: 62.5% Commercial; 37.5% Residential
- Collectors: 50%/50%
- Neighborhood Routes and Local Streets (residential zones): 100% Residential
- Neighborhood Routes and Local Streets (commercial zones): 100% Commercial

Over the past five years (2009-2013) 69% has been spent on residential streets and 31% on commercial streets. Over the next five years (2014-2018) 58% is planned on residential streets and 42% on commercial streets

As we will be doing more overlays over the next five years, and as we have brought up the condition of our arterials and collectors, we will be able to pave more streets in commercial and industrial areas.

The ten year total (2009-2018) is 62% Residential and 38% Commercial

Q: What is the cost breakdown between paving program, ROW program, billing/collection costs, etc.?

- Pavement Overlay Contract: \$850,000
- Slurry Seal Contract: \$350,000
- Crack Seal Contract: \$100,000
- Design: \$100,000
- Inspection: \$120,000
- Rating and Inventory: \$ 80,000
- Billing/Admin Support: \$110,000
- Right of Way Maintenance: \$100,000
- TOTAL: \$1,810,000

Q: Relative benefit – will the next dollars spent give us as much benefit as the last dollars spent?

In the past six years we have slurry sealed all of the residential streets in Tigard that are good candidates for slurry seals. These pavement preservation treatments give us the most PCI improvement per dollar, but we have done all that we can do for the next few years. The next dollars spent will be more on overlays which provide a good pavement improvement for the dollar, but not as much as the slurry seals did. We will be required, in conjunction with our overlays, to retrofit curb ramps to meet Americans with Disabilities Act standards. While we were able to increase our PCI by about a half-point annually in recent years, we don't anticipate being able to do so over the next few years.

Q: What is our outlook for the future?

In order to answer some of these questions and provide information about our funding options and their effects on our street network, staff has evaluated potential 5-year paving plans based on the following four scenarios:

1) Current funding level

Slight improvement from 70.0 to 70.5 at end of 2018.

2) Getting to a systemwide PCI of 72 within five years, and on track for 75 in ten years (funding increase)

Approximately \$400,000 of additional annual funding would be needed.

3) Keeping good streets good, plus reducing backlog to less than 10 miles in five years, and on track to eliminate backlog in 10 years (larger funding increase)

Approximately \$1,000,000 of additional annual funding would be needed. This would result in a network PCI of about 80, which provides good streets for the public, allow the city to pave its backlog streets, and maintain its pavement condition at the lowest long-term maintenance cost. It is cheaper to maintain a PCI of 80 than it is to maintain a PCI of 70.

4) Funding reduction of 33% from current funding level

PCI would decrease by about 0.5 per year and backlog would increase by about 1.5 miles per year

Q: What factors will affect this program in the future?

Asphalt is an oil product and its price can fluctuate wildly. Because asphalt is such a key component of a paving program, asphalt price fluctuations can wreak havoc on the planning

and budgeting of a paving program. The Street Maintenance Fee includes an inflation adjustment (based on an ENR construction cost index and Oregon's asphalt material price) with a floor of 2% and cap of 7%. Prices are anticipated to rise as the economy picks up and as finite resources are depleted. If construction and asphalt price inflation exceeds 7%, we will not be able to accomplish the paving work we have planned.

Federal guidelines have recently been issued that require agencies to retrofit curb ramps to Americans with Disabilities Act (ADA) standards any time they pave streets adjacent to those ramps. Future pavement overlays are planned to include these ramp retrofits, which are anticipated to comprise about 15% of the total paving project cost. TMC 15.020 does not currently allow Street Maintenance Fee funds to be used to replace curb ramps because they are outside the existing curb lines. As other funding sources are limited and because these ramp retrofits are required by law in conjunction with pavement overlays, staff recommends amending the code to allow Street Maintenance Fee funds to be used for ramp retrofits and other work required by law to be done in conjunction with paving work.

Q: Staff Recommendation

One of the city's biggest assets is its 152-mile street network. Staff recommends preserving this asset by continuing the pavement preservation and overlay treatments that have been used effectively in recent years. Staff also recommends addressing the backlog of streets that badly need paving but have not been paved due to funding limitations. This would provide our citizens good streets, reduce vehicle maintenance costs, pave streets that badly need it, prepare for inevitable increases in asphalt (oil) prices, and get us to a level that minimizes the city's long-term pavement maintenance cost. This would necessitate an additional \$1 million of annual revenue for this program that is currently funded by the Street Maintenance Fee.

Q: Any recommended changes to the ROW Maintenance Program?

Yes. Staff spoke to council briefly regarding the current program and provided council with a list of city collectors and arterials that fit the criteria of the SMF ordinance. The current program has resulted in substantial visual improvement to the ROW of many collectors, including Durham Road and parts of Gaarde Street. With the current funding level, staff is comfortable that we could maintain a "maintenance" level on the list of streets. This would include periodic pruning, general cleaning of debris and replacement of barkdust.

Council has also expressed a desire to see beautification of Pacific Highway and gave staff direction several years ago to work with ODOT and ask them to include landscaping in their projects. ODOT has agreed to do this, but has made it clear that they expect Tigard to maintain the landscaping. Maintenance of ODOT ROW landscaping is not something that can be currently covered by the SMF. Current pieces of Pacific Highway where this applies includes the work near the intersection of Canterbury Lane and the pending work that is a part of the Walmart improvements.

Staff recommends the council consider an increase in the SMF to allow city staff to perform landscape maintenance work in ODOT ROW in order to cover these additional costs. Traffic control alone will drive the cost of the maintenance work higher than typical city street work. Staff recommends an initial increase of \$100,000 per year (bringing the total program budget up to \$200,000 per year). Staff can report back to council each year as to actual costs and make recommendations as to any adjustments at those times.

STREET MAINTENANCE

P R O G R A M

Roads represent one of the largest investments owned by the City, an investment that's in need of repair.

The Tigard City Council is seeking citizen input about the condition of its streets and how to protect this investment.

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Tigard Street Maintenance Review



In the coming months, City Council will be revisiting our current Street Maintenance Fee Program to ensure it remains an effective tool for safeguarding this community's biggest investment: 148 miles of paved streets that keep the people of Tigard in motion.

Stay tuned to the *Cityscape* newsletter and our website for information such as status updates, ways you can get involved, and street maintenance facts.

www.tigard-or.gov/input

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Questions or Comments?

You can submit your comments on line! Follow the link at www.tigard-or.gov/input to leave any questions, comments, or concerns for City Council and staff. Frequently asked questions and items of interest will be posted online with answers for you to review.

If you'd prefer, you can submit your comments or questions in writing to:

Marissa Daniels
Street Maintenance Fee Comments
13125 SW Hall Blvd
Tigard, OR 97223
marissa@tigard-or.gov

Or, drop them off in the Tigard City Hall Permit Center.

Tigard City staff will be available throughout the summer to answer your questions in person. Check the web for an updated outreach calendar.

Street Maintenance 101

Streets in good to excellent condition are characterized as having good riding quality, drainage, and appearance. The total annual maintenance investment is four to five times less following preventative maintenance strategy than if streets were allowed to deteriorate to poor and failed conditions requiring major rehabilitation.

Pavement Minor Maintenance Treatments

The Tigard Public Works Street Maintenance Division is responsible for the maintenance of 148 miles of paved streets, 1 mile of gravel streets, maintenance of street and traffic signs, installation and maintenance of guardrails and barricades, crack sealing, and patching street surfaces, maintenance of off-street bicycle paths and installation and marking.

Pavement Major Maintenance Treatments

There are four main pavement maintenance treatments commonly used on city streets:

1. **Slurry Seal** — Typically used on good residential streets to keep them in good condition
2. **Asphalt Overlay** — Often used as

- regular maintenance on busy streets, or to repair fair/poor residential streets
3. **Major Overlay** — Often used on busy streets that have deteriorated into poor condition
4. **Street Reconstruction** — Typically done only when a street's condition is very poor

For more information about each type of maintenance treatment, please visit our website:

www.tigard-or.gov/input

Right-of-Way Maintenance

The City of Tigard currently hires a contractor annually to mow roadside grass and brush to maintain clear vision areas and minimize fire and complaint activity. The City also provides debris cleanup on an as-needed basis in these areas. The City trims trees annually to ensure street lights are functioning property. Also included in right-of-way maintenance is the maintenance of guard rails, delineators barricades, and street trees. This maintenance is currently



funded by the Tigard Public Works Department operating budget.

Street Lights

Tigard's electricity bill for traffic signals and street lights is about \$500,000 per year. It costs approximately an additional \$100,000 per year to maintain the system (replace burned-out lights, make repairs, fix damage, etc.). These are paid for with gas tax funds.

Sidewalks

It is up to property owners to maintain the sidewalks adjacent to their property. The City maintains sidewalks adjacent to City properties using funds from the Public Works Street Maintenance Division operating budget.

Importance of Street Maintenance

Community Livability and Economic Vitality

Collectively, Tigard's 148 miles of paved roads represents one of the biggest investments owned by the community. Our road system is what keeps the people of Tigard in motion as they travel to work, to school, to the supermarket, to the mall, and to parks and open spaces. Unfortunately pavement deteriorates over time as weather wears down the top surface, repeated pressures of vehicle loading (especially from trucks and buses) wears down the underlying pavement structure, and as the ground beneath the pavement settles. Smooth, long-lasting roads create an image of prosperity and ensure that goods and people can move efficiently throughout Tigard and the world beyond. In contrast, uneven roads in poor condition not only make travel unpleasant, they incur extra costs in terms of time and money every time a person or business needs to travel within the City.

Personal Costs

Individual drivers in Tigard are already paying extra money as a result of deferred road maintenance. Every time a car or

“...the average American car owner incurs an additional \$413 per year in operating costs because of rough road conditions.”

truck drives on roads in poor condition, the vehicle suffers accelerated wear and tear, increasing time and money spent at the mechanic, as well as increased fuel consumption and tire replacement. This problem is not unique to Tigard. A recent study by TRIP, a national transportation research group, found that the average American car owner incurs an additional \$413 per year in operating costs because of rough road conditions. This same report found that those living in the Portland Metropolitan Area incurred approximately \$235 per year. As such, drivers in Tigard are suffering less than the national average, but remain at a very real risk of paying more if roads are not maintained or repaired.

Consequences of Delayed Maintenance

The costs of deferred maintenance are borne by both the community and

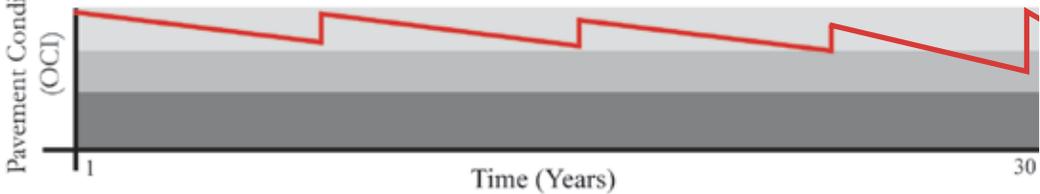
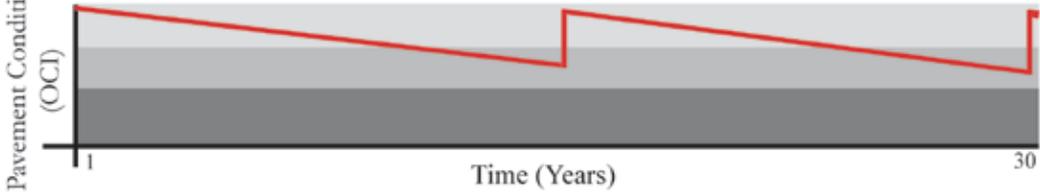
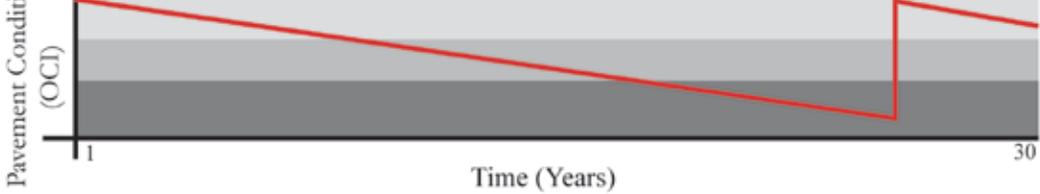
the individual driver. As with many investments, timely investments in routine maintenance in roads can extend pavement life and provide for a safer driving experience. Not only will roads last longer, but repairing a failed road can be four to nine times more expensive than a routine maintenance program. With a limited amount of funds available, the community is better served by spending the same amount of money maintaining a greater amount of road miles, than completely rebuilding smaller sections as the entire network begins to fail. In other words, if we can keep good streets good, we can maximize the use of limited dollars.

As demonstrated in the following graphs, the worse a pavement condition, the more expensive it is to repair. For instance, routine maintenance and surface treatments can be implemented for as little as \$1.50 to \$3.00 a square yard of roadway. This can increase dramatically to \$15.00 a square yard to overlay the road with new asphalt, and up to \$90.00 a square yard if the street is allowed to completely crumble, therefore needing to be rebuilt.

30-Year Pavement Maintenance Alternatives: Neighborhood Route

Traffic: 1,500 Vehicles per Day

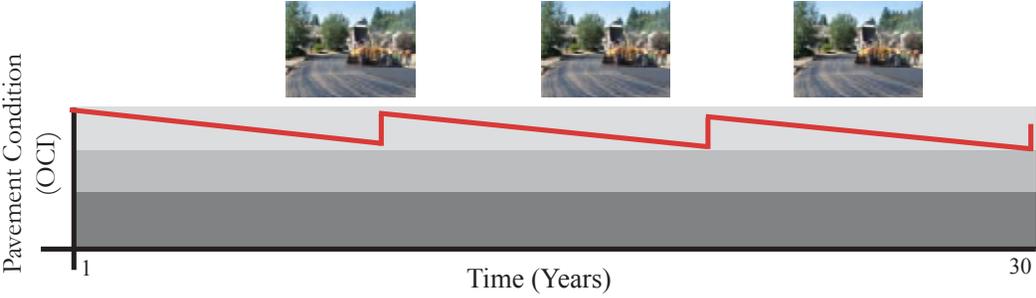
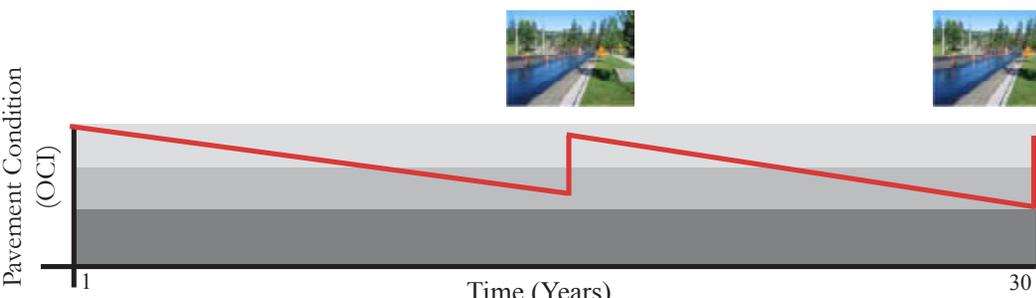
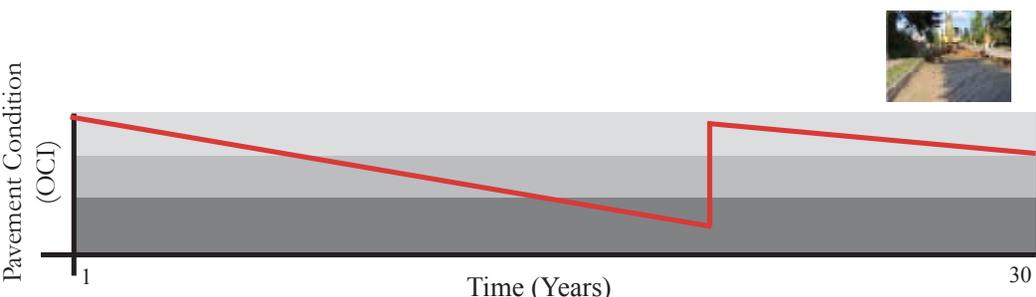
Dimensions: 1,000 feet long, 34 feet wide

Option	Maintenance Alternatives	Details	Average Pavement Condition	Total Cost
1 Regular Slurry Seals Every 7 Years	 	3 Slurry Seals, 1 Overlay	81 Surface Roughness; Only Minor Cracks; Pavement Intact	\$81,600 (\$454,000 per mile)
2 Pavement Overlays Every 12 Years	 	2 Overlays	76 Surface Roughness; Some Cracking; Pavement Mostly Intact	\$102,000 (\$591,000 per mile)
3 Wait until Pavement gets very bad, then repave	 	1 Reconstruction at 25 Years	58 Widespread Cracking; Potholes Common; Some Pavement Structural Weakness Developing	\$227,000 (\$1.20 million per mile)

30-Year Pavement Maintenance Alternatives: Arterial

Traffic: 12,000 Vehicles per Day

Dimensions: 1,000 feet long, 34 feet wide

Option	Maintenance Alternatives	Details	Average Pavement Condition	Total Cost
<p style="text-align: center;">1</p> <p>Pavement Overlays Every 10 Years</p>		<p>3 Two Inch Overlays</p>	<p style="text-align: center;">80</p> <p>Surface Roughness; Only Minor Cracks; Pavement Intact</p>	<p style="text-align: center;">\$168,000</p> <p>(\$887,000 per mile)</p>
<p style="text-align: center;">2</p> <p>Pavement Major Overlays Every 15 Years</p>		<p>2 Major Overlays</p>	<p style="text-align: center;">74</p> <p>Surface Roughness; Some Cracking; Pavement Mostly Intact</p>	<p style="text-align: center;">\$214,200</p> <p>(\$1.13 million per mile)</p>
<p style="text-align: center;">3</p> <p>Wait until Pavement Fails, then Reconstruct</p>		<p>1 Reconstruction</p>	<p style="text-align: center;">65</p> <p>Widespread Cracking; Potholes Common; Some Pavement Structural Weakness Developing</p>	<p style="text-align: center;">\$340,000</p> <p>(\$1.8 million per mile)</p>

What is the Street Maintenance Fee?



The Street Maintenance Fee is a monthly user fee designed specifically for the maintenance of existing roads in Tigard. The fee was recommended to City Council by a Citizen task force, and established through Ordinance No. 03-10 on November 18, 2003. Monthly fee charges for both residential and non-residential customers are billed and collected through the City's bi-monthly utility billing system.

I thought the state Gas Tax paid for street maintenance

Historically, Tigard roads have been maintained by the state Gas Tax, a source of funding that hasn't risen in 20 years, while road usage, operations and maintenance costs have increased at an overwhelming rate. As a result, Tigard is one of eighteen Oregon cities that have adopted Street Maintenance Fees

to close the gap between local needs and increasingly stretched state dollars. By having a locally based fee, communities are provided with a stable source of revenue to pay for preventative maintenance and repairs in a timely and efficient manner.

How are the rates determined?

Existing rates were set in 2004 under Council Resolution 04-12 which was based on a five-year maintenance and reconstruction plan. Both residential and non-residential users pay the fee. Residential users pay \$2.18 per month per dwelling unit. Non-residential users pay \$0.78 per parking space or fueling pump station. These fees generate \$800,000 a year for street maintenance.

Downtown

Although many of the downtown businesses do not have sufficient parking spaces off-street to meet the minimum code requirements, the City is providing over a hundred on-street parking spaces throughout most of Main Street to accommodate the businesses. Some of these spaces have time limits to encourage periodic turnover during a typical day.

Approximately 60 of those spaces are west of the railroad tracks. These spaces do not include those large parking lots that do exist and are presumably used by patrons of nearby businesses. The consensus in 2003 was that the patrons of the Main Street businesses are parking somewhere to get to the businesses and, as such, the downtown businesses should not be exempted from the charges.

“...a property must be occupied to be assessed the fee.”

Exceptions

All religious institutions will be charged half of the normal fee assessed to non-residential businesses, resulting in a 100-space maximum for those that reach the 200-space limit. This decision was made because parking requirements for these institutions are relatively high to accommodate large services, while the parking lots are not fully utilized during the week.

In addition, a property must be occupied to be assessed the fee. If a property is

What is the Street Maintenance Fee?

unoccupied for 30 days or more, the owner may apply for a fee waiver for that period.

Methodology

The methodologies used by most of the cities in Oregon that have established a street utility fee are based on trip generation rates for the types of uses to distribute the costs. These rates are found in a nationwide publication from the Institute of Transportation Engineers and are compiled through numerous studies. However, the trip generation methodology does not work well for Tigard. This methodology, if used as originally proposed, would have charged the non-residential uses 75% of the costs with Washington Square, Fred Meyer, and other large businesses bearing the brunt of the cost. Most of the traffic generated by these big businesses use state highways, such as Highway 217, 99W and Hall Boulevard. Yet, the fee to be collected is for maintenance of City streets. That methodology was not fair to the big businesses that draw their traffic from regional sources using state routes to get there. Under that methodology, all the businesses, including those downtown, would end up paying much more because

the trip generation rates are based on square footage of building.

The City needed to develop a methodology that distributes the costs of maintenance among all the non-residential and residential uses in as fair a manner as possible. No methodology is going to be perfect. The Oregon Grocery Association, in response to a challenge from Councilor

Sydney Sherwood to come up with an alternative methodology, suggested the use of the minimum parking requirements of the Tigard Municipal Code. City staff agreed that methodology proposed was much better at distributing costs to the actual users of the City's street network and worked with OGA to flesh out the details. The methodology adopted is one that focuses on the users of the City streets.



The current methodology is based on the following:

- Ties the street maintenance element of the fee to a 5-year maintenance and reconstruction plan prepared by the City of Tigard
- Uses actual road maintenance and repair projects on City streets, not state or county routes.
- Tailors the fee to the local data
- Sets a target revenue goal of \$800,000 annually (established in 2003)
- Allocates the costs of the arterial projects to the non-residential uses
- Splits the costs for the collectors on a 50-50 basis with residential and non-residential uses sharing the costs equally. The rationale for splitting the costs in this fashion is that many of the collectors do traverse residential areas and collect traffic from those areas to feed the other collectors and arterials in the system.
- Allocates the costs for neighborhood routes and local streets to residential uses
- Allocates the costs for residential uses on a per unit basis for both single family and multifamily units.
- Uses the minimum parking space requirements based on the Tigard Development Code for non-residential uses with a 5-space minimum and 200-space maximum. Like the trip generation rates, the parking space requirements are based on size of building and type of use. However, this approach takes into account businesses that draw from a larger area than just Tigard. The argument is that above 200 spaces, the traffic is more likely regional traffic, which comes via the state routes. The 5-space minimum is to establish a minimum amount for the billing to compensate for the costs of preparing and mailing out the bills.

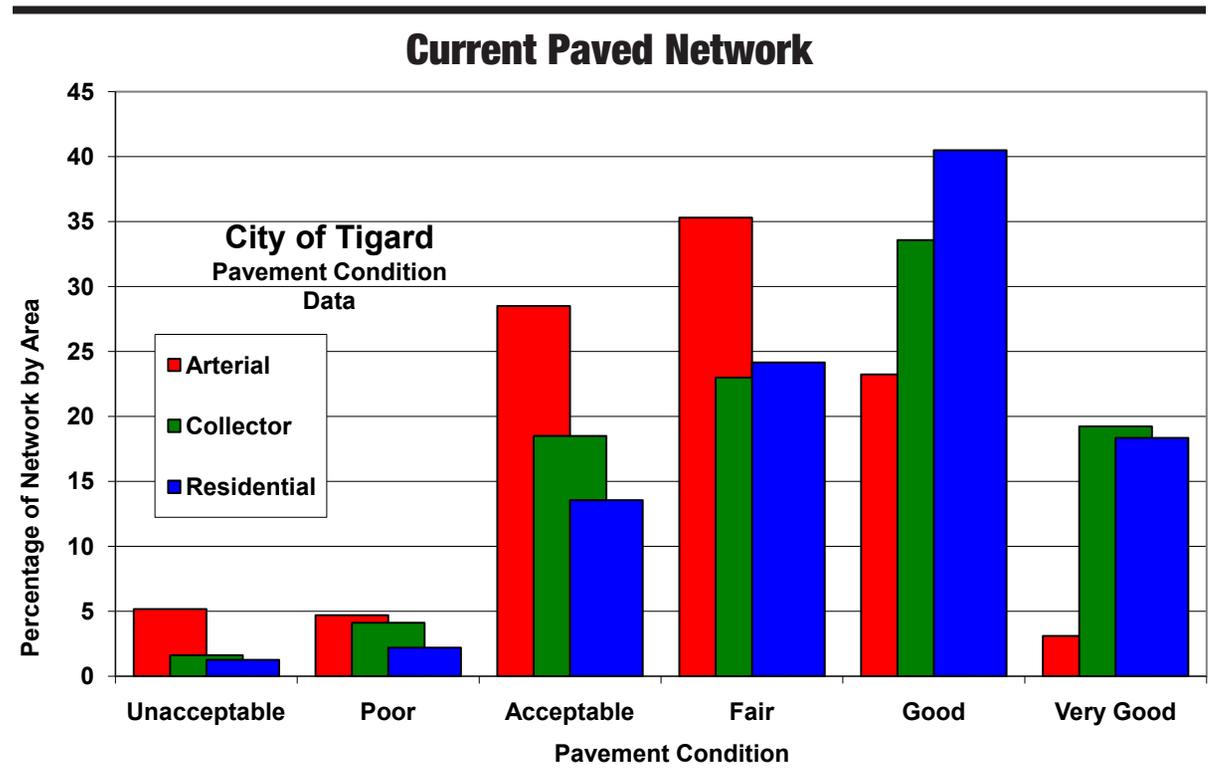
Pavement Condition

Tigard's 148-mile paved street network represents an investment of over \$140 million, with an additional \$120 million invested in curbing, sidewalks, drainage, and right-of-way. The City's street infrastructure represents the largest investment owned by Tigard citizens, and the overall pavement condition represents the health of this network.

Pavement Rating System

Pavement health is measured by a Pavement Condition Index (PCI). The PCI indicates the extent and severity of pavement distress such as cracking, rutting, raveling, etc. It is expressed as a number from 0 (very bad, essentially gravel) to 100 (essentially perfect). New streets start with pavement conditions in the high nineties. For ease of understanding, pavement condition is often classified as follows:

- Very Good (85 to 100)
- Good (70 to 85)
- Fair (55 to 70)
- Poor (40 to 55)
- Very Poor (Less Than 40)



Current Conditions in Tigard

The City completed a Pavement Management Analysis report re-rating all City streets, and providing a PCI rating for each street.

Today, Tigard's streets are in fairly good condition. The network average is an overall

condition rating of 68 and the backlog of preventative maintenance is at 10%. However, there is cause for concern with 45% of the streets in the acceptable and fair categories. This means many streets will become reconstruction candidates in the next five to ten years. A preventative maintenance approach is needed to stop this trend.

Pavement Condition



Pavement Condition 93 (Very Good)



Pavement Condition 64 (Fair)



Pavement Condition 34 (Very Poor)

Condition Examples

To give you an idea of what a street in very good condition versus fair condition actually looks like, City staff prepared a presentation showing examples of pavement condition throughout the City.

The presentation includes:

- 79th Avenue north of Durham Rd; Paved in 2008; PCI of 95
- 108th Avenue south of Durham Rd; Paved in 2007; PCI of 93
- Commercial Street between 96th Avenue and 97th Avenue; PCI of 78
- Tigard Street near Fanno Creek; PCI of 72
- Bonita Road between Hall Blvd and

79th Ave; PCI of 72

- 72nd Avenue between Redwood Ln and Cardinal Ln; PCI of 64
- Commercial Street west of Main St and Hwy 99W Overpass; PCI of 52
- Commercial Street east of Main Street; PCI of 42
- 98th Avenue south of Greenberg Rd; PCI of 34
- Beveland St east of 72nd Avenue; PCI of 20

Factors Affecting Pavement Condition

The primary factors causing pavement deterioration are the vehicles that travel over the pavement. These factors include:

1. **Traffic volume** (see chart in the appendix, page a2);

2. **Volume of trucks and other heavy vehicles** — the pavement deterioration caused by a vehicle increases exponentially with the amount of weight on each axle; and,
3. **Vehicles accelerating, braking, and turning** which exerts more force on the pavement, and accelerates pavement deterioration. This is why pavement deteriorates faster near intersections and in sharp curves.

Other factors include:

1. **Weather** (which is the primary cause of decay on streets with very little traffic volume) — especially rain and freeze/thaw action;

Pavement Condition

2. **Settling of the ground beneath the pavement** — especially soils with high clay content; and,
3. **Construction and or utility work** that necessitates cutting into the pavement to access a utility line.

Examples of pavement deterioration include:

- **Rutting** — When pavement surface becomes depressed along the wheel paths
- **Longitudinal Cracking** — cracking along the roadway, parallel to the direction of travel
- **Transverse Cracking** — cracking across the roadway, perpendicular to the direction of travel
- **Alligator Cracking** — a combination of longitudinal and transverse cracking that has become so dense it resembles alligator scales
- **Loss of Fines** — when the cohesive material near the top of the pavement wears away, often due to weather or traffic loading
- **Raveling** (*perhaps better called unraveling*) — When pieces of aggregate come out of the pavement as it continues to lose its fines

- **Pumping** — when liquids (such as water or liquid asphalt) are drawn to the surface (so it looks like the road is pumping out the liquid)

Street Lifecycle

Streets are designed to last about 20 years, but the pavement begins to deteriorate much earlier. Studies have shown that pavement health worsens at an increasing rate as the pavement gets older.

Without periodic, preventive maintenance, a street's condition deteriorates 40% in the

first 15 years of its life. Then over the next 5 years, the street will greatly deteriorate, requiring major reconstruction.

Preventive maintenance using cost-effective (\$1.60 to \$13/sq. yd.) slurry seals or 2 to 3-inch overlays during the first 10 to 15 years can extend a pavement life to 30 years and more. Without these surface treatments, costly reconstruction is required (\$35 to \$55/sq. yd.).

For a map showing pavement conditions throughout the City, see appendix, a2.



Slurry Seal Example
Slurry seals are typically used on roads with a PCI/OCI in the 70 to 85 range. It applies a finer 'slurry' mixture of cohesive asphalt binder with finer sand-sized particles on top of the existing pavement, bringing the existing pavement back to near its original condition, as shown at right.

Pavement Major Maintenance Program (PMMP)

The PMMP is a yearly program of corrective and preventative maintenance on City of Tigard streets funded by the Street Maintenance Fee (SMF). The program helps to extend the life of the pavement structure by various means such as, complete removal and replacement of asphalt, slurry sealing and/or overlaying.

Through this program, the City is able to perform timely maintenance on City streets to avoid the much more costly reconstruction costs that result when streets are allowed to significantly deteriorate.

Past Projects

Each year, the City of Tigard develops a 5-Year Capital Improvement Plan (CIP) that determines the City's facility and capital needs for the current year and projected for four additional years. The Streets section of the Capital Improvement Plan contains the Pavement Major Maintenance Program. Since the program began in 2004, \$3,704,827 has been used for the maintenance of existing City streets. The Street Maintenance Fee Projects 2004–2008 Map (see appendix,

a4) shows locations of past PMMP projects.

Future Projects

Streets scheduled to be included in next year's program are at various locations throughout the City. The Tigard Pavement Management 2009–2013 Map (see appendix, a5) shows maintenance projects included in this year's 5-Year Capital Improvement Plan. The number of streets proposed for rehabilitation is subject to change depending upon actual construction costs. Streets that need rehabilitation but cannot be performed in the current fiscal year will be moved to the next fiscal year.

The annual CIP is updated and coordinated by the City CIP Management Team that engages all City departments, advisory commissions, and Tigard citizens to identify needed public projects. To suggest a specific street be included in the PMMP get involved in the annual CIP update process by providing comments:

- **At Planning Commission review meetings and public hearings** held in February and March.

- **At Budget Committee and City Council review meetings and hearings** held in May/June.

“...we have focused our limited resources on preventive maintenance...”

Projects not included

State Highways, such as I-5, Hwy. 217, Hwy. 99W, and Hall Blvd, are not included in Tigard's Street Maintenance Fee. Washington County Roads, such as Scholls Ferry Road, Beef Bend Road, Bull Mountain Road, and parts of Greenburg Road, are not included in Tigard's Street Maintenance Fee.

In this year's Pavement Major Maintenance Program (PMMP), we have focused our limited resources on preventive maintenance such as slurry seals in residential areas, and pavement overlays on major streets. We are only planning pavement overlays on through streets. While there are several loops and cul-de-sacs that need pavement overlays, they are not planned to be done this year due to limited funding.

Future Street Maintenance Funding

Federal Stimulus Dollars

Recognizing the current funding gap, the City of Tigard applied for federal stimulus funding (via the American Recovery and Reinvestment Act) for pavement overlay projects, along with other projects. It appears that Tigard will be receiving some federal stimulus funds to construct pavement overlays on:

- **Durham Road** from Upper Boones Ferry Rd to Hall Blvd
- **72nd Avenue** from Upper Boones Ferry Rd to Fir St (just south of Hwy 217)
- **Bonita Road** from the I-5 bridge to Fanno Creek

These projects will help fill this year's gap in funding for Arterials and Collectors, but the future funding gap remains.

Proposed Fee Increase

When the existing Street Maintenance Fee was established, the target revenue was set at \$800,000 a year. Because an inflation adjustment was not built into the program, fees have remained constant while City needs and the costs of repairs have increased dramatically. For instance, asphalt purchased in 2003 dollars with \$800,000

now requires approximately \$1,800,000 for the same amount, due to a steep increase in raw material costs. In addition, the City has experienced an increase in traffic levels throughout the system, accelerating the rate at which the City's roads deteriorate. Vehicle use is up 21% statewide, and City streets are seeing more and heavier trucks and buses. In other words, the existing fees are not enough to maintain a healthy road system in good repair.

The current Street Overall Condition Index (OCI) is 68 and declining every year due to an increasing backlog of maintenance. An OCI of 73 to 75 would be optimal for the City because it ensures that the City can enter into, and stay within, that perpetual maintenance cycle over the long term. The City can achieve that OCI target goal over a 20-year period with a fee increase and inflation adjustments each year to account for the rise and fall of material and labor costs. The amount required to maintain a comprehensive preventative maintenance program over the long term is \$2,200,000 in 2008 dollars. This continually revised target would ensure that the City could continue to maintain the streets in a

perpetual maintenance cycle that would keep good streets good and gradually improve the condition of the overall street network for the long term.

The proposed fee increase would include additional funding for right-of-way maintenance on the City's major street network as a part of overall street maintenance. This additional funding would address fire hazards and unsightly overgrowth resulting from unmown grass, weeds, and other plants in the planters, medians, and areas between sidewalks and property lines on the City's arterial and collector streets. The funding required for this maintenance work annually is \$300,000. The combined total for both street maintenance and right-of-way maintenance would be \$2,500,000 annually in 2008 dollars.

Proposed Increase Phases

The proposed fee increases are from \$2.18 to \$6.06 monthly for residential units, and from \$0.78 to \$2.44 monthly for non-residential users. The new fee, if implemented, would produce the annual revenue target of \$2,500,000. However, because the increase in fee is relatively large, immediate adoption

Future Street Maintenance Funding

of the new rates will not be sought. To lessen the immediate impact, the increases will be phased in over two years so that by 2011, the fees charged will be at the level needed to adequately maintain the streets and rights-of-way. An inflation factor of 6.5% annually is incorporated in the phase-in plan to ensure that the fees collected in 2011 will be at the level needed at that time. After 2011, any future increases to account for inflation will be based on one or more recognized construction cost indices.

	Rate	2009	2010	2011
Residential	\$2.18	\$3.73	\$5.22	\$6.86
Non-Residential	\$0.78	\$1.43	\$2.07	\$2.74

Note: Rates for 2009 to 2011 include a 6.5% annual inflation factor

Residential versus Non-residential Rates

The original 5-year plan developed in 2003 resulted in the residential users paying for 58% of the costs and the non-residential users 42%. The new 5-year plan developed in 2008 changes the ratio to 55% to 45% because the City's experience during the

past 5 years has been that the larger main arteries of the City (collectors and arterial roads) require more frequent and extensive maintenance than do neighborhood roads. More than half the costs are still borne by residential users.

Among non-residential users, the largest payers are still the big businesses, but the maximum charges are capped at 200 spaces. Those with more than 200 spaces are many of the Washington Square businesses, the Lincoln Center, Fred Meyer along Highway 99W, and the Tigard Plaza along 99W and Hall Blvd., etc. Although Washington Square appears to be one entity, in reality it is a number of businesses, each charged individually, with a 200-space cap. Macy's, Nordstrom, and J.C. Penney are among the businesses that own their properties. Lincoln Center is similar in that at least 5 different businesses are charged the 200-space maximum. Charges are associated with each water meter and assessed based on the square footage for each business.

Procedural Steps

In order for the City to raise fees, the Council must vote on the following items

at a public hearing where public testimony will be taken prior to the vote.

- **Revision to Ordinance No. 03-10 to add right-of-way maintenance as an integral part of street maintenance** under the street maintenance definition
- **Revision to Ordinance No. 03-10 to include local commercial and industrial streets** under the non-residential category for fee calculation purposes
- **Revision to Ordinance No. 03-10 to incorporate an annual inflation factor** to ensure that the fee rates keep pace with cost increases or decreases
- **Resolution to set the City's long term OCI goal of 75**
- **Adoption of the new fee rates** with phase-in plan incorporated

Additional Options

The City has constrained options when searching for ways to maintain roads. One alternative to a fee increase is to allow the roads to continue to deteriorate, and pass the costs to future taxpayers. Another is to find an alternative funding source, a difficult proposition in today's economic climate and constrained federal and state budgets.

Frequently Asked Questions

Q: What is the Street Maintenance Fee?

A: The Street Maintenance Fee is a monthly fee designed specifically for the maintenance of existing roads in Tigard. Monthly fees are collected from both residential and non-residential customers and are billed and collected through the City's utility billing system.

Q: How is the Street Maintenance Fee charged?

A: The Street Maintenance Fee is assessed on your bimonthly utility bill.

Q: Why is a fee increase being proposed?

A: When the existing Street Maintenance Fee was established in 2004, the target revenue was set at \$800,000 a year. Because an inflation adjustment was not built into the program, fees have remained constant while City needs and the costs of repairs have increased dramatically. In other words, the existing fees are not enough to maintain a healthy road system in good condition.

Q: How are residential and commercial fees determined?



A: The original 5-year plan developed in 2003 resulted in the residential users paying for 58% of the costs and the non-residential users 42%. The new 5-year plan developed in 2008 changes the ratio to 55% to 45% because the City's experience during the past 5 years has been that the larger main arteries of the City (collectors and arterial roads) require more frequent and extensive maintenance than do neighborhood roads. More than half the costs are still borne by residential users.

Among non-residential users, the largest payers are still the big businesses, but the maximum charges are capped at 200 spaces (non-residential users are charged on the number of parking spaces required in the Tigard Development Code). Although Washington Square and other shopping centers appear to be one entity, in reality they are a collection of separate businesses, each charged individually, with a 200-space cap. Charges are associated with each water meter and assessed based on the square footage for each business.

Q: If the proposed increase is approved, how much will my rates increase and when?

A: The proposed fee increases are from \$2.18 to \$6.06 monthly for residential units, and from \$0.78 to \$2.44 per required parking space for non-residential uses. Increases will be phased in over two years so that by 2011, the fees charged will be at the level needed to adequately maintain the streets and rights-of-way. An inflation factor of 6.5% annually is incorporated in the phase-in plan to ensure that the fees collected in 2011 will be at

Frequently Asked Questions

the level needed at that time. After 2011, any future increases to account for inflation will be based on one or more recognized construction cost indices.

Q: Your website states that the current rate for residential users is \$2.18 per month, but when I check my utility bill the amount charged for the Street Maintenance Fee is twice that amount (\$4.36), why?

A: Because the City of Tigard sends out utility bills on a bimonthly schedule (every two months), the amount shown on your bill is actually for two months.

Q: Are exceptions allowed?

A: All religious institutions will be charged half of the normal fee assessed to non-residential businesses, resulting in a 100-space maximum for those that reach the 200 space limit. This decision was made because parking requirements for these institutions are relatively high to accommodate large services, while the parking lots are not fully utilized during the week. In addition, a property must be occupied to be assessed the fee. If a property is

unoccupied for 30 days or more, the owner may apply for a fee waiver for that period.

Q: What is the pavement condition on my street?

A: You can visit Tigard Maps and look up the pavement rating data for your street. Once you enter your address and are routed to the page displaying your property, just click on the Transportation tab at the top of the page, then choose pavement condition. It's that simple!

Q: Why consider raising rates during a down economy?

A: The City is looking to be fiscally responsible with your Street Maintenance Fee dollars. Streets are designed to last about 20 years, but the pavement begins to deteriorate much earlier. Studies have shown that pavement health worsens at an increasing rate as the pavement gets older. The total annual maintenance investment is four to five times less following a preventative maintenance strategy than if streets are allowed to deteriorate to poor and failed conditions requiring major rehabilitation.

Q: Why can't the City wait until the economy improves?

A: The costs of deferred maintenance are borne by both the community and the individual driver. As with many investments, timely investments in routine maintenance in roads can extend pavement life and provide for a safer driving experience. Not only will roads last longer, but repairing a failed road can be four to nine times more expensive than a routine maintenance program. With a limited amount of funds available, the community is better served by spending the same amount of money maintaining a greater amount of road miles, than completely rebuilding smaller sections as the entire network begins to fail. In other words, if we can keep good streets good, we can maximize the use of limited dollars.

Frequently Asked Questions

Q: What about Tigard's share of state Gas Tax revenue?

A: Historically, Tigard roads have been maintained by the state Gas Tax, a source of funding that hasn't risen in 20 years, while road usage, operations and maintenance costs have increased at an overwhelming rate. As a result, Tigard is one of eighteen Oregon cities that have adopted Street Maintenance Fees to close the gap between local needs and increasingly stretched state dollars. By having a locally based fee, communities are provided with a stable source of revenue to pay for preventative maintenance and repairs in a timely and efficient manner.

Q: Will Tigard residents have an opportunity to vote on the proposed Street Maintenance Fee increase?

A: According to state law, utility rate increases need only approval by City Council. This is why your Council is making such an effort to hear from you! You can provide comments online, to staff, or at hearings held by Tigard City Council.

Q: What legislative steps are required to raise the fees?

A: In order for the City to raise fees, the Council must vote on the following items. Each will occur at a public hearing where public testimony will be taken prior to a Council vote.

- **Revise Ordinance No. 03-10 to add right-of-way maintenance as an integral part of street maintenance** under the definition of street maintenance;
- **Revise Ordinance No. 03-10 to include local commercial and industrial streets** under the non-residential category for fee calculation purposes;
- **Revise Ordinance No. 03-10 to incorporate an annual inflation factor** to ensure that the fee rates keep pace with cost increases or decreases;
- **Adopt a Resolution to set the City's long term Street Overall Condition Index goal at 75;** and
- **Adopt new fee rates** with a phase-in plan incorporated.



Q: The City of Tigard instituted a 3-cent per gallon gas tax. Why can't the City use that money?

A: The Tigard gas tax was developed by a citizen task force who recommended it as a way to fund improvements to the Greenburg Rd./99W/Main St. intersection ONLY. Collections from the Tigard tax are dedicated to this one project, and the tax automatically ceases once the project is completed and sufficient funds are collected to fully finance and pay for the improvements.

Transportation Financing Strategies Task Force

Task Force History

The original Transportation Financing Strategies Task Force established through Resolution No. 01-06 recommended the Street Maintenance Fee to City Council. The Task Force members were actively involved in the public outreach to obtain citizen and business input for submission as part of the Task Force recommendation. The fee was implemented in April 2004 and has provided a stable source of revenue for maintaining the existing street infrastructure. That effort took about three years and required persistence and dedication to see it through. City Council, through Council Resolution No. 04-51, acknowledged the accomplishments of the Task Force, concluded that phase of the Task Force's work, and commended the Task Force members for a job well done.

Although maintenance needs were addressed through the establishment of the fee, many major transportation improvements necessary to meet the current and future transportation demands still could not be implemented through



existing funding sources. The Task Force was reconstituted to explore funding alternatives for those major transportation improvements. Council Resolution No. 04-52 reconstituted the Task Force, established the mission for the Task Force, and appointed the members to serve on the reconstituted Task Force.

On October 26, 2004, the City Council adopted Resolution No. 04-85 adding two new members to the Task Force and expanded the mission by adding construction of sidewalks and right-of-way maintenance on collector and arterial streets to the scope.

The reconstituted Task Force recommended a local fuel tax to City Council dedicated solely to the improvement of the Greenburg Road/Highway 99W/Main Street intersection. This project, in conjunction with the County's project to improve the Hall Blvd/Highway 99W intersection, alleviates traffic congestion by removing the two largest traffic bottlenecks along Highway 99W in the City. The Task Force members led the public process to obtain citizen and business input to help Council in its decision-making process. Council established the local fuel tax in late 2006 and collections began in April 2007. The

Transportation Financing Strategies Task Force

project is now in the design stages for construction to begin in early 2010.

On December 18, 2007 City Council Resolution No. 07-74 acknowledged the accomplishments of the reconstituted Task Force, concluded that phase of the Task Force's work, and commended the Task Force members for a job well done.

On January 29, 2009 City Council adopted Resolution No. 09-01 to again reconstitute the Task Force to continue with the evaluation of feasible funding sources for the City's transportation and street infrastructure operation, maintenance and improvement needs.

The members of the newly-appointed Task Force are:

- John Bailey
- Rex Caffall
(Planning Commission Representative)
- Beverly Froude
- Cam Gilmour
- Dennis Mitchell
- Rick Parker
- Anthony Rivano
- Joe Schweitz

- Jennifer Standfield
- Christopher Warren
- Gretchen Buehner *(Council Liaison)*

The Task Force is now involved in the public outreach process to obtain citizen and business input into the proposed increases to the Street Maintenance Fee rates sufficient to meet the increases in cost since 2003 and to ensure a gradual improvement of the City's overall pavement condition over time. In addition, they will continue the evaluation of a variety of funding sources for the operation, maintenance and improvement of the City's transportation system. Recommendations will be submitted to City Council for consideration.

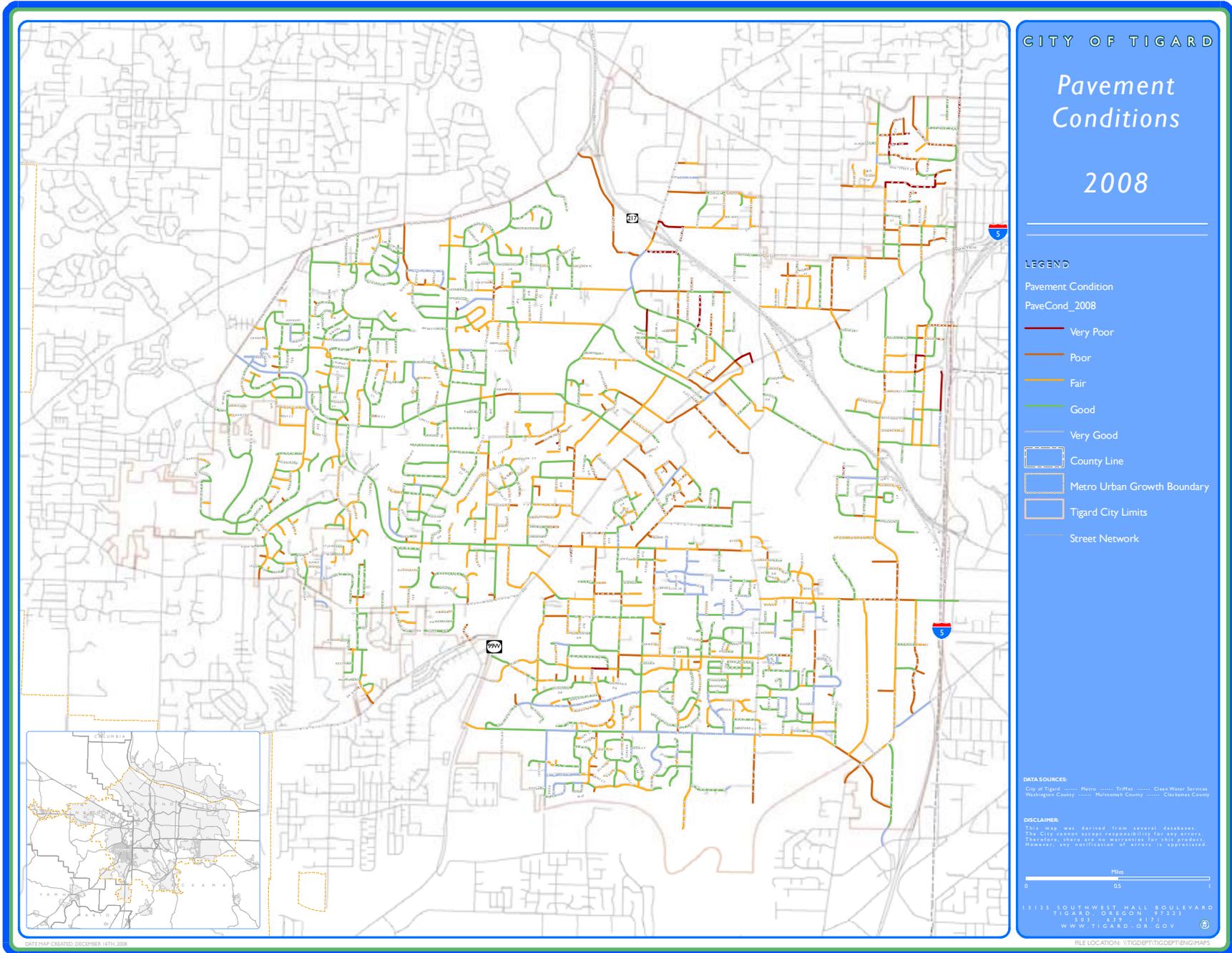
Previous Task Force Members

- Marty Anderson
- Steve Clark
- Gretchen Buehner
(Planning Commission Representative)
- Cam Gilmour
- Ralph Hughes
- Paul Owen
- Basil Christopher
- Beverly Froude
- Joe Schweitz
- Nick Wilson *(Council President)*
- Oregon Grocery Association:
Joe Gilliam (Primary)
Dan Floyd (Alternate)

A list of previous Task Force meeting minutes (2001–2006) are available on the City of Tigard website.



Appendix



CITY OF TIGARD

Pavement Conditions

2008

LEGEND

Pavement Condition
PaveCond_2008

- Very Poor
- Poor
- Fair
- Good
- Very Good
- County Line
- Metro Urban Growth Boundary
- Tigard City Limits
- Street Network

DATA SOURCES:
City of Tigard Metro TriMet Clatsop County Clatsop County
Washington County Multnomah County Clatsop County

DISCLAIMER:
This map was derived from several databases. The City accepts no responsibility for any errors. Therefore, users are not responsible for the results. However, any notification of errors is appreciated.



13125 SOUTHWEST HALL BOULEVARD
TIGARD, OREGON 97223
503 639 4171
WWW.TIGARD-OR.GOV

FILE LOCATION: \\TIGDEPT\TIGDEPT\ENR\MAPS

DATE MAP CREATED: DECEMBER 16TH, 2008

Average Daily Traffic (ADT)

2008 Volume Estimates*

LEGEND

Tigard Street Network

Number of Vehicles per day *

- 55,000 +
- 32,000 - 54,999
- 15,000 - 29,999
- 6,000 - 14,999
- 2,000 - 5,999
- < 2,000

- County Line
- Metro Urban Growth Boundary
- Tigard City Limits

*NOTE: These are estimates based on available traffic counts and our understanding of traffic patterns. There will always be some inaccuracy in estimates and traffic patterns can significantly vary from day to day.

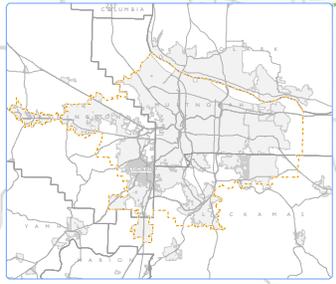
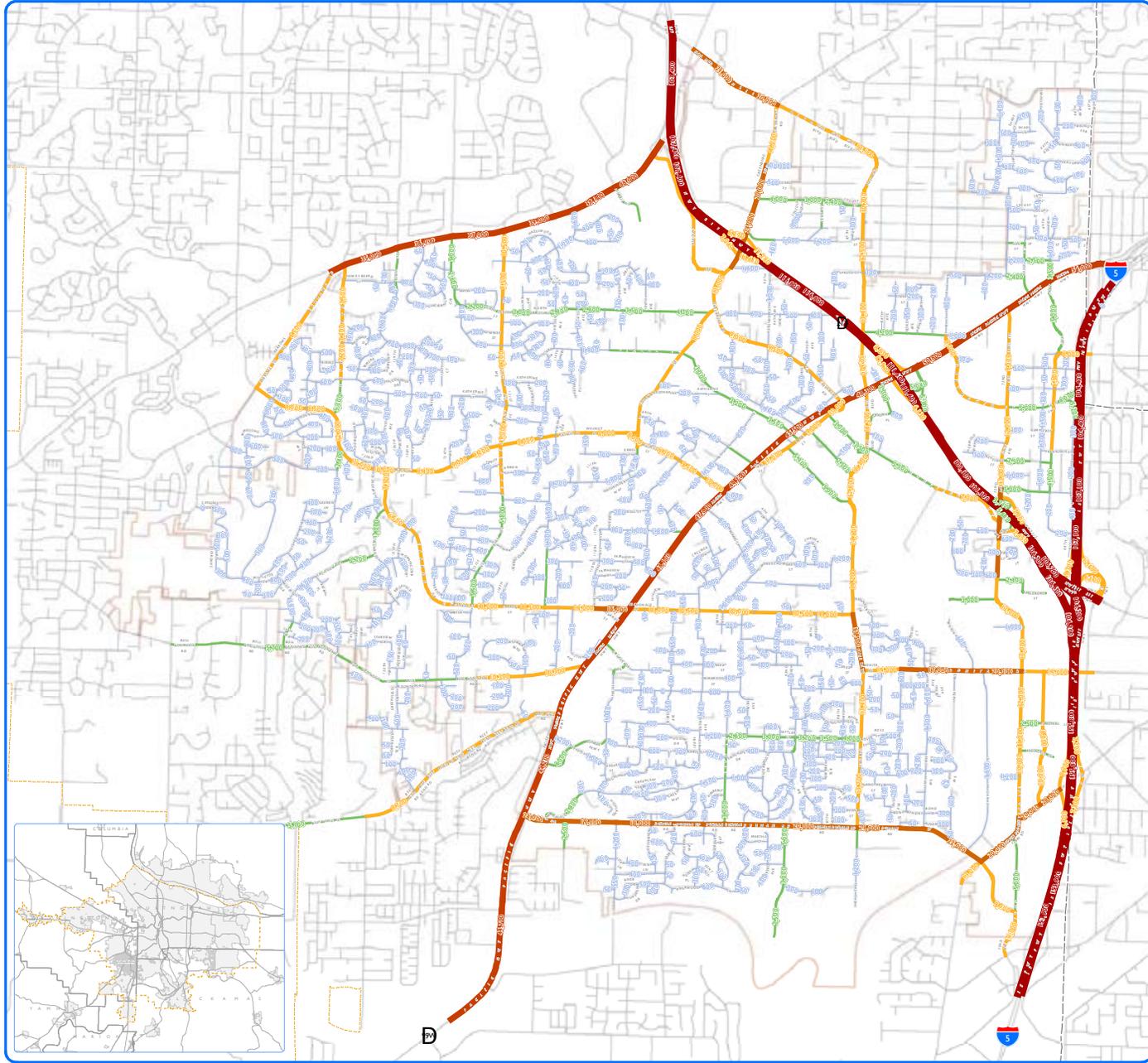
DATA SOURCES:
 City of Tigard Metro Tigard Clean Water Services
 Washington County Multnomah County Clatsop County

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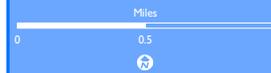


DATE MAP CREATED: DECEMBER 16TH, 2008

Street Maintenance Fee Projects 2004 - 2008

Street Maintenance

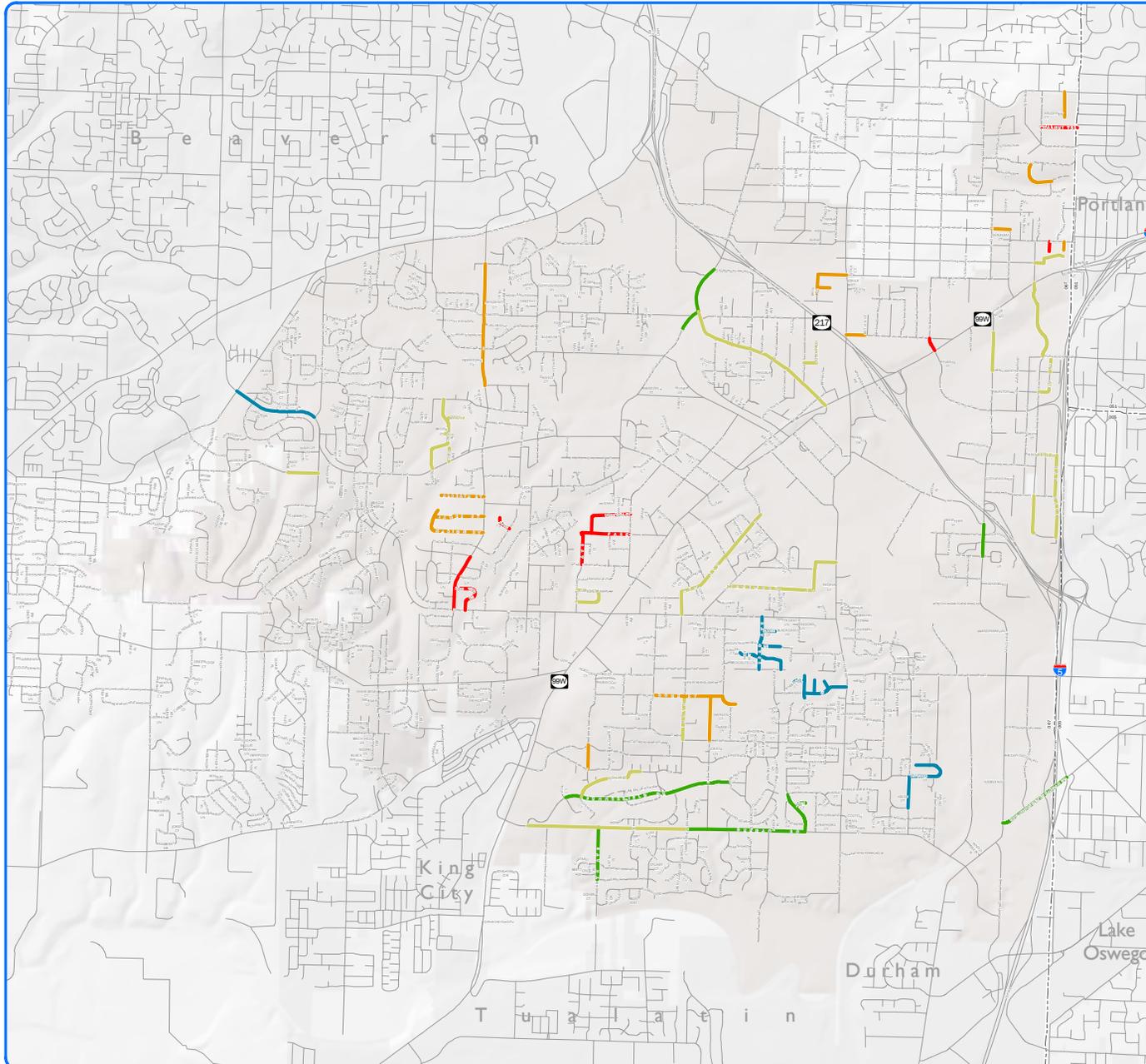
- 2004
- 2005
- 2006
- 2007
- 2008



DATA SOURCES:
City of Tigard
Metro

DISCLAIMER:
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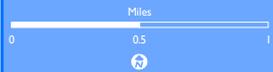
DATE MAP CREATED: NOVEMBER 17TH, 2008

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Tigard Pavement Management 2009 - 2013

Pavement Management Treatment Year / Treatment Type

- 2009, Slurry
- 2009, Overlay
- 2010, Slurry
- 2010, Overlay
- 2011, Slurry
- 2011, Overlay
- 2012, Slurry
- 2012, Overlay
- 2013, Slurry
- 2013, Overlay



DATA SOURCES:
City of Tigard
Metro

DISCLAIMER:
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VTIGDEP1\TIGDEPT\ENG\MAPS\TIGARD_STREET_MAINTENANCE_FEE_PROJECTS_2004-2008_ANSI_A1.MXD

DATE MAP CREATED: NOVEMBER 17TH, 2008

Pavement Condition Examples

The Pavement Condition Index is a measure of the surface condition and integrity of the pavement. It is expressed as a number from 0 (very bad, essentially gravel) to 100 (essentially perfect). We have compiled these photos to give you a better idea of what the numbers mean and what different levels of pavement condition look like.

New streets start with pavement conditions in the high nineties. Pavement deteriorates over time as weather wears down the top surface, the repeated pressures of vehicle loading (especially from trucks and buses) eventually wears down the pavement structure, and as the ground beneath the pavement surface settles.

For ease of understanding, pavement condition is often classified as follows:

Very Good	85 to 100
Good	70 to 85
Fair	55 to 70
Poor	40 to 55
Very Poor	Less Than 40

Examples of pavement deterioration include:

Rutting – When pavement surface becomes depressed along the wheel paths

Longitudinal Cracking – cracking along the roadway, parallel to the direction of travel

Transverse Cracking – cracking across the roadway, perpendicular to the direction of travel

Alligator Cracking – a combination of longitudinal and transverse cracking that has become so dense it resembles alligator scales

Loss of Fines – when the cohesive material near the top of the pavement wears away, often due to weather or traffic loading

Raveling – (perhaps better called unraveling) – When pieces of aggregate come out of the pavement as it continues to lose its fines

Pumping – when liquids (such as water or liquid asphalt) are drawn to the surface (so it looks like the road is pumping out the liquid)

Some examples of Pavement Condition are on the following pages:



Pavement Condition 93 (Very Good): 108th Avenue south of Durham Road; Paved in 2007.

Smooth surface; No cracks; Smooth ride



Pavement Condition 95 (Very Good): 79th Avenue North of Durham Road; Paved in 2008.

No Cracks; Most of the cohesive material is intact at the top.



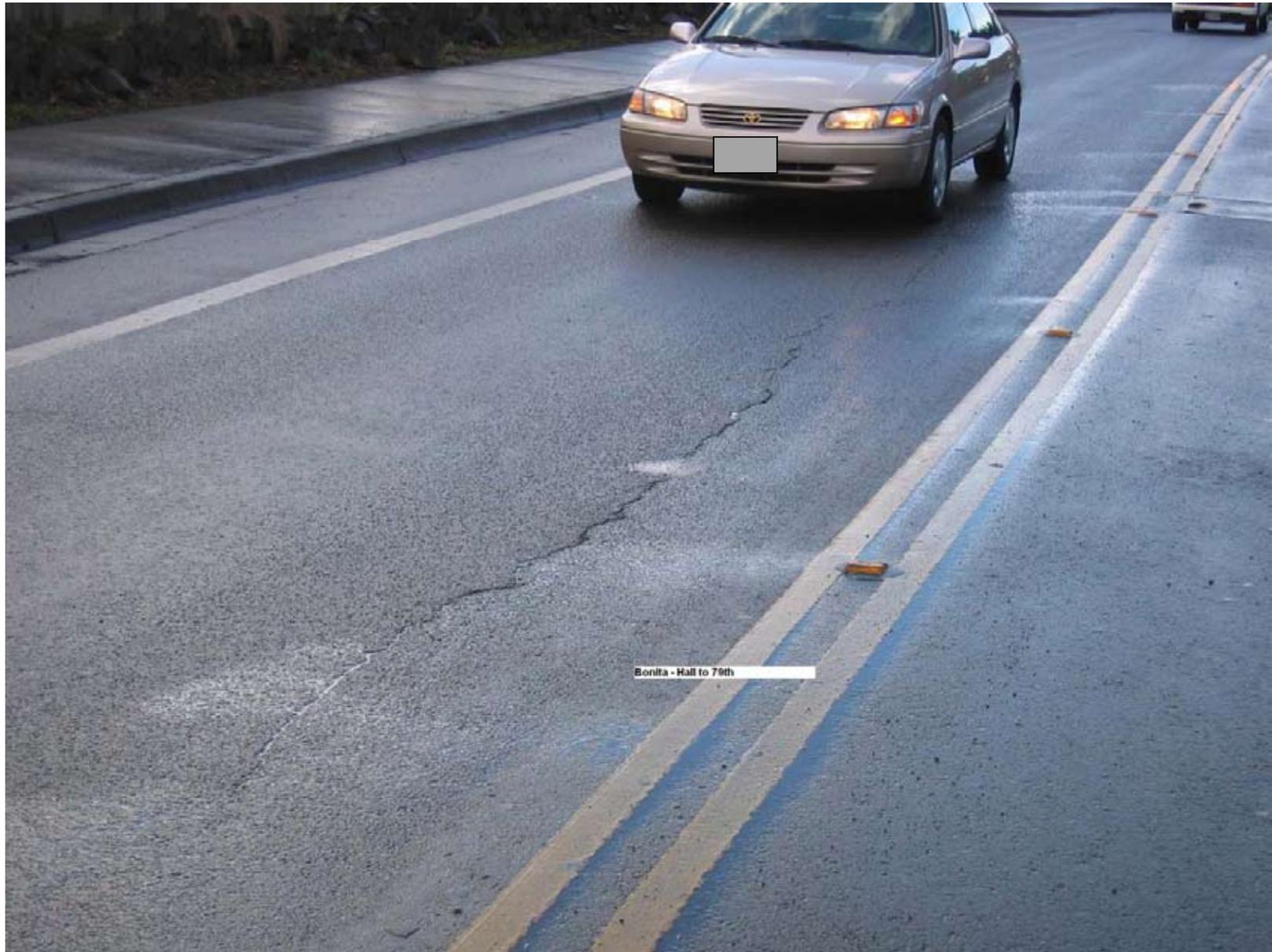
Pavement Condition 78 (Good): Commercial Street between 96th Ave and 97th Ave

Pavement is losing some of its ‘fines’ – the smaller cohesive material at the top that helps hold it together; No cracks yet.



Pavement Condition 72 (Good): Tigard Street near Fanno Creek

Surface roughness shows pavement has lost much of its fines; Some cracks appearing (Note sealant)



Pavement Condition 72 (Good): Bonita Road between Hall Blvd and 79th Ave

Roughness shows pavement is losing some of its fines. Some cracks are appearing.



Pavement Condition 64 (Fair): 72nd Avenue between Redwood Ln and Cardinal Ln

Cracks have become wider, more continuous, and tend to follow the wheel path; Note surface roughness; Some potholes occur



Pavement Condition 52 (Poor): Commercial Street west of Main and 99W Overpass

Cracking has become much more extensive (note crack sealant, and cracks near road center); Soft spots appear as areas of dense cracking



Pavement Condition 42 (Poor): Commercial Street east of Main Street

Cracking has become extensive; This is called 'alligator cracking' because it resembles the back of an alligator.



Pavement Condition 34 (Very Poor): 98th Avenue south of Greenburg Rd

Extensive alligator cracking; Subsurface structural weakness leads to uneven surface



Pavement Condition 20 (Very Poor): Beveland Street 500' east of 72nd Avenue

The patch on the right rates higher, but extensive cracking and subsurface weakness leave the rest of the road in very poor condition

Slurry Seal Example

Slurry seals are typically used on roads with a PCI/OCI in the 70 to 85 range. It applies a finer 'slurry' mixture of cohesive asphalt binder with finer sand – sized particles on top of the existing pavement, bringing the existing pavement back to near its original condition, as shown below:



Pavement Treatment Examples

This compilation of photos describes the steps involved in each of the four main pavement maintenance treatments commonly used on city streets:

- 1) **Slurry Seal** (Typically used on good residential streets to keep them in good condition)
- 2) **Asphalt Overlay** (Often used as regular maintenance on busy streets, or to repair fair/poor residential streets)
- 3) **Major Overlay** (Often used on busy streets that have deteriorated into poor condition)
- 4) **Street Reconstruction** (Typically done only when a street's condition is very poor)

Each treatment is described on its own page with the major steps listed and photos describing the key work activities:

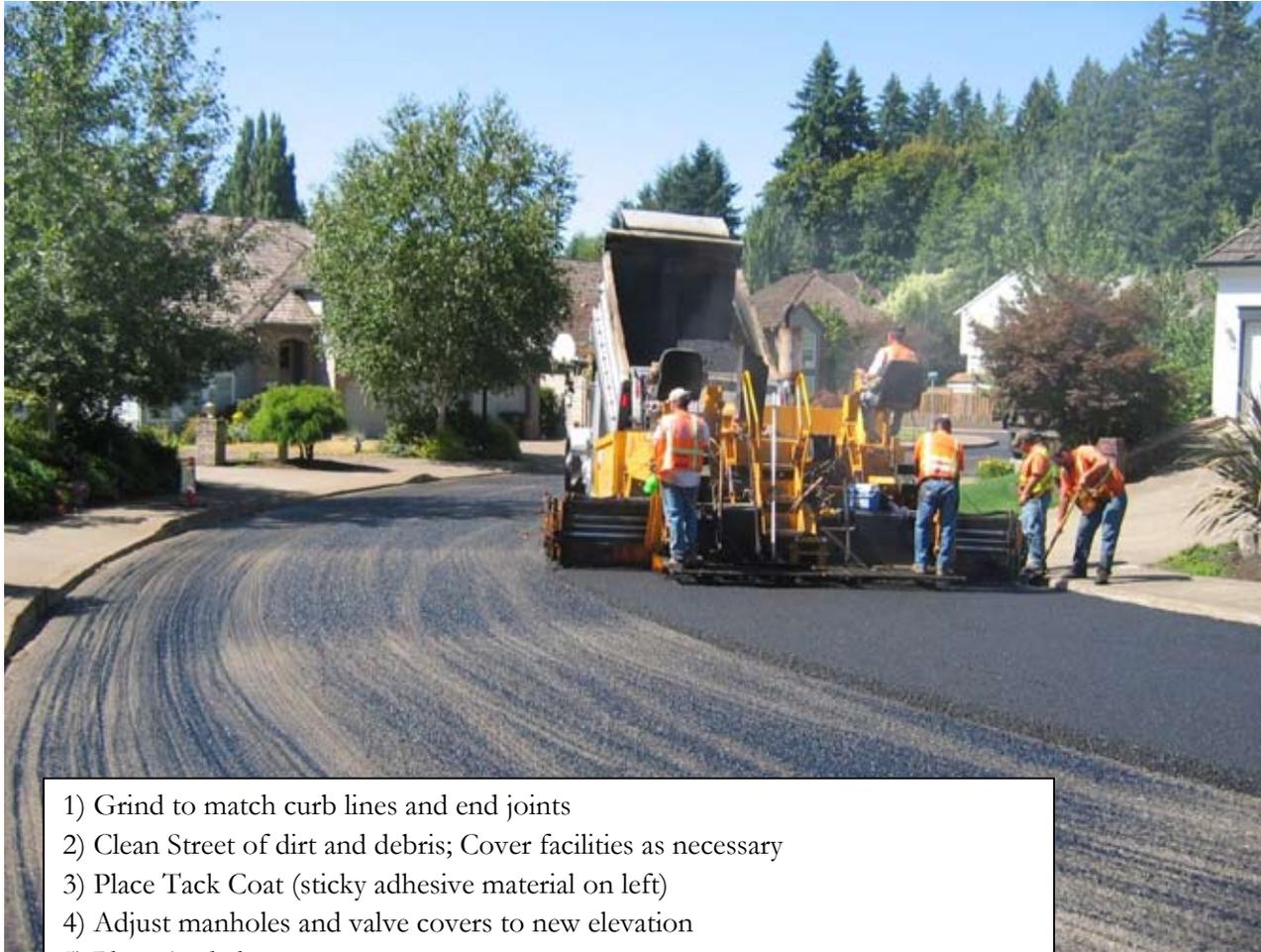
Slurry Seal (\$0.20 to \$0.35 per square foot)



Slurry seals are typically used on residential streets in good condition – to keep them in good condition

- 1) Clean street of dirt and debris; Cover manholes, valve covers, and catch basins
- 2) Place Slurry Seal (sand in back of truck is mixed with asphalt emulsion from tanks and laid down in a thin layer by this truck)
- 3) Allow seal to dry (Street must be closed for several hours)

Asphalt Overlay (\$1.25 to \$2 per square foot)



Normal asphalt overlays are typically used for regular maintenance on busy streets, or to repair fair/poor residential streets

- 1) Grind to match curb lines and end joints
- 2) Clean Street of dirt and debris; Cover facilities as necessary
- 3) Place Tack Coat (sticky adhesive material on left)
- 4) Adjust manholes and valve covers to new elevation
- 5) Place Asphalt
- 6) Allow asphalt to cool and set

Major Overlay (Leveling Course plus Tension Fabric plus Pavement Overlay) (\$2.50 to \$4 per square foot)



- 1) Clean Street of dirt and debris, etc.
- 2) Pave leveling course or grind pavement to level
- 3) Grind to match curb lines or catch basins
- 4) Apply Tack Coat



- 5) Place Tension Strength Fabric (to keep old pavement cracks from spreading into new pavement)



- 6) Adjust manholes, valve covers, or driveways to new elevation
- 7) Place Asphalt Overlay over Fabric (Fabric not used on this street)

Major overlays are typically used to repair busy streets in fair or poor condition

Pavement Reconstruction (\$7 to \$15 per square foot) – very expensive; used only on streets in very poor condition



- 1) Remove existing bad pavement and base
- 2) Remove or compact areas of soft soil under pavement
- 3) Work around manholes, catch basins, and valve covers
- 4) Place geotextile fabric



- 5) Backfill with rock aggregate for a solid base
- 6) Compact aggregate in layers
- 7) Place smaller aggregate on top for leveling



- 8) Place first lift (layer) of New Asphalt



- 9) Place top lift (layer) of New Asphalt;
- 10) Adjust manholes, driveways, etc to new level

Street Maintenance Fee Fund
 Resources and Requirements
 Last four fiscal years

	For the year ended June 30,			
	2013	2012	2011	2010
Resources:				
Beginning Fund Balance	1,038,949	454,022	346,703	283,924
Street Maintenance Fee Revenue	2,016,133	1,745,107	1,167,331	880,215
Other Revenue	1,540	1,318	1,337	659
Loan from Gas Tax Fund	-	-	200,000	-
Available Resources	3,056,622	2,200,447	1,715,371	1,164,798
Requirements:				
Street Maintenance	1,654,509	1,006,175	903,332	734,095
ROW Maintenance	100,000	75,000	50,000	-
Overhead	77,900	80,323	108,017	84,000
Repayment to Gas Tax Fund	-	-	200,000	-
Total Requirements	1,832,409	1,161,498	1,261,349	818,095
Ending Fund Balance	1,224,213	1,038,949	454,022	346,703

Street Maintenance Fee Fund
Resources and Requirements
By Month Last Fiscal Year

	Fiscal year 2013											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Resources:												
Beginning Fund Balance	1,038,949	1,121,773	309,694	141,506	250,003	390,157	528,435	665,017	802,544	863,281	992,862	1,110,837
Street Maint. Fee Revenue	162,673	107,420 {1}	163,310	163,254	163,157	161,670	163,280	164,174	166,124	166,561	166,751	267,759 {1}
Other Revenue	-	-	-	-	-	-	-	-	-	-	1,774	(234) {3}
Available Resources	<u>1,201,622</u>	<u>1,229,193</u>	<u>473,004</u>	<u>304,760</u>	<u>413,160</u>	<u>551,827</u>	<u>691,715</u>	<u>829,191</u>	<u>968,668</u>	<u>1,029,842</u>	<u>1,161,387</u>	<u>1,378,362</u>
Requirements:												
Street Maintenance	72,045	911,695	323,695	50,308	15,199	20,174	18,894	18,843	30,387	29,176	42,747	121,346
ROW Maintenance	-	-	-	-	-	-	-	-	75,000	-	-	25,000
Overhead	7,804	7,804	7,803	4,449	7,804	3,218	7,804	7,804	-	7,804	7,803	7,803
Total Requirements	<u>79,849</u>	<u>919,499</u>	<u>331,498</u>	<u>54,757</u>	<u>23,003</u>	<u>23,392</u>	<u>26,698</u>	<u>26,647</u>	<u>105,387</u>	<u>36,980</u>	<u>50,550</u>	<u>154,149</u>
Ending Fund Balance	<u>1,121,773</u>	<u>309,694</u>	<u>141,506</u> {2}	<u>250,003</u>	<u>390,157</u>	<u>528,435</u>	<u>665,017</u>	<u>802,544</u>	<u>863,281</u>	<u>992,862</u>	<u>1,110,837</u>	<u>1,224,213</u>

{1} In August of each calendar year we determine amounts that are received in July and August that were actually earned in the prior fiscal year. Note that August is lower than average, while June is higher than average.

{2} Lowest Ending Fund Balance on a monthly basis

{3} Interest was credited in May and then corrected in June

AIS-1479

3.

Workshop Meeting

Meeting Date: 11/19/2013

Length (in minutes): 10 Minutes

Agenda Title: Brief Council on upcoming changes to the land use permit intake process

Submitted By: Tom McGuire, Community
Development

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Workshop Mtg.

Public Hearing: No

Publication Date:

Information

ISSUE

Briefing of Council on upcoming changes to the permit intake process for land use reviews and permits.

STAFF RECOMMENDATION / ACTION REQUEST

The Council is requested to receive this information. No action is requested.

KEY FACTS AND INFORMATION SUMMARY

The Community Development Department is preparing to make changes in the way that we accept and review land use permits. These changes are proposed to make the processing of permits more efficient, quicker overall for the applicant, and to reduce the chance of errors, mistakes and delays.

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

Not previously considered.

Attachments

No file(s) attached.

Workshop Meeting

Meeting Date: 11/19/2013

Length (in minutes): 45 Minutes

Agenda Title: Discussion of Policy Questions Related to a Draft Intergovernmental Agreement to Provide Water Service to King City and Other Entities

Prepared For: Dennis Koellermeier, Public Works

Submitted By: Carol Krager, City Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Workshop Mtg.

Public Hearing: No

Publication Date:

Information

ISSUE

Staff is requesting the council decide the following policy questions:

- Does the council want the city to continue to be the water service provider to residents in King City, Durham and the Tigard Water District (TWD) beyond 2018?
- Is the service provider model outlined in the attached draft King City agreement (KC Agreement) the best approach for Tigard to provide future water service, and, if so:
 - Should the KC Agreement be brought before council for formal consideration?
 - Should similar agreements—based on the service provider model in the KC Agreement—be offered to the City of Durham and the TWD?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends:

- The city to continue to be the water service provider to residents in King City, Durham and the TWD beyond 2018.
- The service provider model outlined in the attached KC Agreement is the best approach for Tigard to provide future water service, and further recommends:
 - That the KC Agreement come before the council for formal consideration at an upcoming meeting.
 - That similar agreements—based on the service provider model in the KC Agreement—be offered to the City of Durham and the TWD.

KEY FACTS AND INFORMATION SUMMARY

- The City of Tigard has provided full service potable water services to the residents of King City, Durham and the Tigard Water District since 1994. This service was provided via three intergovernmental agreements between Tigard and each of the three entities. Those agreements expire in 2018.
- Intergovernmental Water Board (IWB) representatives from Tigard, King City, Durham and the TWD (and one member-at-large) have been attempting to develop a replacement agreement for several years. See the attachment for information on *Issues with the Current Agreement*.
- Representatives from Tigard and King City developed a new agreement (KC Agreement) based on a *service provider* model. The KC Agreement is similar to the agreements King City and Durham have with Clean Water Services. (See the attachment for a *Comparison of the Current Agreement and the New Service Provider Agreement (KC Agreement)*). Under the agreement:
 - All King City assets—both jointly held assets in the supply system as well as local distribution assets in King City—will be conveyed to Tigard. (Currently, Tigard maintains and operates assets

- owned by King City.)
- Tigard will be the sole water service provider in King City.
 - Tigard will own and operate all water system assets.
 - Tigard will perform all the regulatory tasks of a water provider.
 - Tigard will pay a franchise fee to King City.
- The King City council has had preliminary discussions on the KC Agreement and is awaiting direction from Tigard on whether the agreement is ready for formal consideration.

OTHER ALTERNATIVES

The council could:

- Determine it does not wish to provide water service to King City, Durham and TWD beyond 2018. This would cause consternation among these entities as they would have to find another source or sources. It would also trigger rate increases for the remaining Tigard water customers to cover existing and anticipated new debt.
- Direct staff to change the service provider model of the KC Agreement. Contrary to the service provider model preferred by Tigard staff, the Tigard council's liaison to the IWB and King City, Durham and the TWD would like to pursue an agreement similar to the current agreement whereby they retain ownership and control of water system assets.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Executing the KC Agreement is consistent with the city's 2010 Water System Master Plan, the 2008 water partnership agreement (and subsequent amendments) with Lake Oswego, and the 2011 water revenue bond covenants.

DATES OF PREVIOUS COUNCIL CONSIDERATION

The council:

- Discussed its strategy for future water service to King City, Durham and the TWD in executive session on August 14, 2012.
- Received a memo on the development of a new agreement for the provision of future water service to Durham, King City and the TWD in its October 31, 2013 council packet.

Attachments

Issues with Current Agreement & Comparison of Current Agreement and New Service Provider Agreement (KC Agreement)

Draft KC Agreement

Issues with the Current Agreement

Under the current agreements with King City, Durham and the Tigard Water District, the City of Tigard lacks the full authority to manage and operate its water system. Yet, Tigard bears full responsibility for the following, regardless of jurisdiction:

- Providing a clean, safe, dependable water supply.
 - Compliance with all water quality sampling and reporting requirements.
 - Operation and management of all assets.
 - Develops Capital Improvement Plan and constructs capital projects.
 - Performs all maintenance and repair of water system.
 - Development of a Water System Master Plan.
 - Billing, accounting services, and administration.
 - Assumes all liability for assets and operation of the water system.
 - Financing including securing bonds and establishing rates, system development charges, etc.
 - Customer service, including 24-hour emergency service.
 - Communication, including a quarterly newsletter, annual water quality report, etc.
 - Oversight of a water conservation program and development of a Water Conservation Plan.
- Tigard provides all water-related services, much like Clean Water Services (CWS) provides sewer service. However, unlike CWS, Tigard does not own some of the assets it operates, nor does it have complete decision-making power over those assets, particularly when it comes to real property.
 - The current agreements benefit King City, Durham and the TWD whose residents pay the same rates as Tigard customers while these jurisdictions assume no debt or operational responsibility for the water system that serves them.
 - The current agreements—between Tigard and the entities—are complicated, cumbersome and ineffective. For example:
 1. There is confusion regarding water distribution asset ownership like essential system assets versus other assets necessary to deliver water. Furthermore, it is difficult to manage joint assets owned by four separate entities.
 2. There is confusion regarding which entity serves as the water provider under state rules and regulations, especially with regard to the Tigard Water District.
 3. The Intergovernmental Water Board (IWB), where the entities are represented, adds another layer of government.
 4. On matters requiring IWB consideration, each entity gets one vote regardless of the number of customers who reside within the city or district.
 5. Operation and oversight of the IWB requires staff resources that could be used more effectively on other pursuits.
 6. King City's infrastructure has required much more capital maintenance than that of other jurisdictions. Under the current agreement, Tigard, Durham and the TWD are subsidizing the maintenance of infrastructure owned by King City.
 7. The current agreement could be viewed as a source of financial vulnerability to bond rating agencies; this can increase debt service costs.

The new service provider agreement (KC Agreement) seeks to level the playing field by giving Tigard ownership and authority over all of the assets it operates and is responsible for.

Comparison of Current Agreement and New Service Provider Agreement (KC Agreement)

The following chart compares the current agreement with the KC Agreement on the critical issues of assets and governance:

Issue	Current Agreement	KC Agreement (Service Provider Model)
<p>Ownership of system assets System assets are used in the operation of the overall water system and include reservoirs, wells, facilities, larger distribution pipelines, real property, etc.</p>	<ul style="list-style-type: none"> ▪ Some system assets are jointly owned by all four jurisdictions. ▪ Some system assets are owned solely by the TWD or Tigard. ▪ One system asset is owned by all four jurisdictions and leased by Tigard. ▪ All system assets are operated and maintained by Tigard. 	<p>All system assets will be owned, operated and maintained by Tigard.</p>
<p>Ownership of other assets Other assets are non-system assets located within a jurisdiction and include smaller distribution pipelines, etc.</p>	<ul style="list-style-type: none"> ▪ Other assets are owned by the jurisdiction in which they reside. ▪ All system assets are operated and maintained by Tigard. 	<p>All other assets will be owned, operated and maintained by Tigard.</p>
<p>Governance Particularly related to real property.</p>	<ul style="list-style-type: none"> ▪ King City, Durham, and the TWD are represented on the Intergovernmental Water Board (IWB). The IWB is advisory to the Tigard City Council on most issues. ▪ Real property transactions and changes in the ownership of some assets require the formal consent of the jurisdictions. In some instances, jurisdictions receive financial compensation if ownership changes. 	<p>Tigard will meet with the King City council and/or city manager as requested.</p> <p>Tigard will have sole ownership and authority regarding real property transactions and water system assets.</p>

DRAFT KC Agreement

September 4, 2013

Intergovernmental Agreement Regarding Water System Ownership and Water Service

This Intergovernmental Agreement Regarding Water System Ownership and Water Service (Agreement) is made by and between the City of Tigard, a municipal corporation of the State of Oregon (Tigard) and the City of King City, a municipal corporation of the State of Oregon (King City).

RECITALS

WHEREAS, effective July 1, 1993, the Cities of Tigard, Durham and King City withdrew the area and water system infrastructure within their boundaries from the Tigard Water District. In lieu of the division of Tigard Water District assets as provided by 222.540, the City of Tigard entered into intergovernmental agreements for the delivery of water service to areas within the then-existing District boundaries including the cities of Durham, King City and the Tigard Water District; and,

WHEREAS, this arrangement was memorialized in three separate agreements (IWB Agreements) between Tigard and the City of Durham, Tigard and the City of King City, and Tigard and the Tigard Water District; and

WHEREAS, the IWB Agreements provided, among other things, for City of Tigard operation and management of the entire water system wherever located and that all users within the Tigard Water Service Area would obtain service at the same rates and on the same terms and conditions; and

WHEREAS, the IWB Agreements also provided for participation by the Parties through an Intergovernmental Water Board to make recommendations on various water-related issues to the Tigard City Council; and

WHEREAS, the City of Tigard has provided all services under the IWB Agreements since their effective date and the existing IWB Agreements expire on December 31, 2018. King City desires to terminate and cancel its existing IWB Agreement with the City of Tigard prior to the current expiration date and to replace it with this Agreement whereby the City of Tigard assumes complete ownership and responsibility of the Water Supply System Assets within King City and agrees to supply water to King City along with the obligations set forth herein; and

WHEREAS, entry into this Agreement by the Parties is consistent with ORS 225.020 and the Parties' respective city charters, municipal codes, comprehensive plans and public facilities Plans; and

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September 4, 2013

WHEREAS, pursuant to the Tigard City Charter and ORS 225.020, Tigard has the authority to acquire, own and operate the King City water system located outside the incorporated boundaries of Tigard and provide direct service to King City water system users; and

WHEREAS, as set forth below in the terms and conditions of this Agreement, King City desires to transfer ownership and responsibility of the water system to Tigard and Tigard agrees to:

- a) Assume ownership and full responsibility to operate, maintain and repair the King City water system, and
- b) Continue to supply water and to secure future supply as needed, and
- c) Provide all water-related administration; and

WHEREAS, the parties have authority to enter into this Agreement pursuant to ORS 190.003 through 190.030, and being fully advised.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

1.1 “City of King City” shall mean the City of King City, an Oregon municipal corporation (King City).

1.2 “City of Tigard” shall mean the City of Tigard, an Oregon municipal corporation (Tigard).

1.3 “Distribution System,” or “Distribution System Assets” shall mean the potable water distribution systems of each Party providing direct service to that Party’s system users through pipelines twelve (12) inches or less in diameter.

1.4 “Intergovernmental Water Board Agreements,” shall mean those three (3) separate agreements that took effect on January 1, 1994, between Tigard and the City of Durham, Tigard and the City of King City, and Tigard and the Tigard Water District (IWB Agreements).

1.5 “Oregon Health Authority” shall, mean the State of Oregon Health Authority (OHA).

1.6 “Party” or “Parties” shall mean any signatory entity to this Agreement or any other local government or domestic water supply district that may join this Agreement.

1.7 “Safe Drinking Water Act,” shall mean the Federal Safe Drinking Water Act of 1974 as amended (SDWA).

1.8 “Tigard Water Services Area,” shall mean the area of the Tigard Water District, as it existed on July 1, 1993, the effective date of the IWB Agreements and as set forth on Exhibit 1,

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attached and incorporated by reference and all additions to the TWSA by annexation to either Party, amendments to the Urban Growth Boundary or designation as Urban Reserve.

1.9 “Water Supply System” or “Water Supply System Assets” shall mean all water sources and facilities, appurtenances, real property and personal property used in treatment, pumping, storage and transmission of potable water within the TWSA to provide water to distribution system.

II. EFFECTIVE DATE

2.1 The effective date of this Agreement is _____ and shall continue in perpetuity unless terminated as provided in Article VIII.

III. OWNERSHIP

3.1 Water Supply System Assets. In consideration of the assumption of obligations and responsibilities by Tigard in Article IV below, King City grants, conveys, transfers and assigns all ownership right, title and interest in any and all Water Supply System Assets that King City owns or has any rights of whatsoever kind and wherever situated in the TWSA to Tigard and Tigard accepts ownership AS-IS. The Water Supply System Assets are identified on Exhibit 2, attached hereto and incorporated by reference. King City agrees to execute all documents to effectuate such conveyances as requested by Tigard. Upon conveyance, Tigard will own 100% of King City’s interest in the Water Supply System Assets wherever situated and King City shall have no shared ownership or tenancy in common in any Water Supply System Assets or the Distribution System located within King City’s boundaries.

3.2 Distribution System Asset. In consideration of the assumption of obligations and responsibilities by Tigard in Article IV below, King City grants, conveys, transfers and assigns all ownership right, title and interest in any and all King City Distribution System Assets of whatsoever kind and wherever situated within the incorporated area of King City to Tigard and Tigard accepts ownership AS-IS. The Distribution System Assets are identified on Exhibit 3, attached hereto and incorporated by reference. King City agrees to execute all documents to effectuate such conveyances as requested by Tigard. Upon conveyance, Tigard will own 100% of the Distribution System Assets located within King City’s boundaries and King City shall have no shared ownership or tenancy in common in any Distribution System Assets.

IV. TIGARD COVENANTS AND OBLIGATIONS

In consideration of King City’s release, transfer and conveyance of assets in Article III above, Tigard agrees to:

4.1 Water Supply. Secure and supply all water to King City at the same quality and on the same terms, conditions and price for the same customer types and classes as exist in Tigard.

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Tigard has obtained water supply sources and will continue to develop water supply sources to achieve reliable and redundant supplies for the future demands of King City including present boundaries, areas within the Urban Growth Boundary that may be annexed and urban reserves. Tigard agrees to provide water to King City so long as King City is a Party to this Agreement.

4.2 System Management. Tigard will plan, design, build, finance, operate, maintain, repair and replace those components of the Water Supply System and the Distribution System located within King City's boundaries as necessary for source, treatment, transmission, pumping and storage to deliver water as necessary to King City water system users with recovery of costs through rates so that users in King City pay their share under Section 4.9 below.

4.3 Curtailment. Tigard maintains a curtailment plan to meet shortages in water supply. Curtailment shall be consistent and equal throughout Tigard and King City so that all users are treated equally.

4.4 Demand Forecasting. Tigard will be responsible for demand forecasting and planning based on population or other information provided by King City. King City will provide information as reasonably requested by Tigard to enable Tigard to complete this task.

4.5 Regulatory Matters. Tigard will be responsible for compliance with all federal and state statutes, rules and administrative processes related to water source and water supply and the Distribution Systems within King City. Tigard will provide or will contract for all water quality sampling, testing, monitoring and reporting for SDWA and OHA compliance, as well as any other required reporting for regulatory compliance. Tigard will provide all interfaces with the Oregon Water Resources Department and other related regulatory agencies regarding provision of drinking water.

4.6 Cross Connection Control. Tigard maintains a cross connection and backflow prevention program that meets current state rules and regulations.

4.7 Mapping. King City will provide all available maps, drawings, as-builts, AUTOCADS, or other information to enable Tigard to develop a mapping system compatible with Tigard's information system

4.8 Budget. Tigard's requested budget will be provided to King City by February 28 of each year for review. King City may provide comments or questions to Tigard by April 15 of each year. The Tigard City Council is the sole and final decision maker on budget and rate matters.

4.9 Rate Methodology. Tigard will be responsible for calculation of rates and charges, including system development charges, as related to the Water Supply System. Tigard will adopt

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rates in accordance with the current edition of the American Water Works Association *Principles of Water Rates, Fees, and Charges* (known as M1 standards), including any system-related debt coverage requirements. Tigard will include in the rates such amounts it deems necessary for the operation, maintenance, repair and replacement of the Distribution System located within King City's boundaries. Tigard and King City users shall obtain service at the same rates and on the same terms and conditions.

4.10 Billing. Tigard will assume all billing and collection functions, including management of any existing agreements King City may have for meter reading and other billing and collection services. King City may include a newsletter to citizens to be included in customer bills so long as Tigard does not incur additional costs beyond a typical bill. If inclusion of a newsletter or other publication increases mail processing costs, (printing, folding, stuffing, etc.), or postage costs, King City must pay the additional costs.

4.11 Public Relations. Tigard will be responsible for communications and public messaging regarding water-related issues involving King City.

4.12 Council/City Staff Meetings. Tigard representatives familiar with the Distribution System located within King City's boundaries or familiar with current issues of interest to King City will attend King City City Council meetings and will meet with the King City city manager as requested.

4.13 Emergency Service. Tigard will respond to water emergencies 24-hours-a-day, including weekends and holidays. Tigard will retain records of emergency calls in accordance with Oregon public records law. King City will forward all water emergency calls to Tigard.

4.14 Water Management and Conservation. Tigard will be responsible for all water management and conservation planning as required by the Oregon Water Resources Department. Tigard will also be responsible for the water master planning as required by the Oregon Health Authority. In the course of water management and conservation planning, Tigard may perform water audits and leak detection services in the Distribution System located within King City's boundaries.

4.15 System Operation and Maintenance. Tigard will operate and maintain the Distribution System located within King City's boundaries. Tigard will install services and meters as needed in accordance with Tigard's standards. Additions, replacements or repairs to the Distribution System will be according to Tigard's standards for construction. Tigard will develop maintenance schedules consistent with prudent water utility practices. Tigard will be responsible for service requests and account inquiries.

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4.16 Capital Improvement. Tigard will be responsible to budget and appropriate money for capital improvements. Capital improvements shall be made according to Tigard's Capital Improvement Plan and timing of projects reasonably designated by Tigard. Tigard will manage the Capital Improvement Program. All capital improvements shall be constructed according to Tigard construction standards.

4.17 Telemetry. Tigard will manage, maintain, and upgrade or replace, as necessary, the telemetry system. King City will cooperate when radio frequency license renewal is required, if necessary.

4.18 Activities in King City's Right of Way. King City will not charge Tigard any right of way permit fees for water-related projects. Tigard will seek the appropriate permits prior to working in King City's right of way. Tigard will make reasonable efforts to notify King City of projects affecting King City's right of way so that King City may coordinate traffic and other construction-related impacts.

4.19 Pay Stations. King City will designate publicly accessible location(s) for pay stations where users can submit Tigard utility payments.

4.20 Consumer Confidence Reports. Tigard will provide consumer confidence reports to King City users, commencing with the report due June 30, 2014.

4.21 New Development. King City shall refer all applicants who require water service to Tigard. Tigard will review and provide comments to King City on development applications. These comments will be provided within the timelines set in current land use statutes. Tigard will provide the review, approval of engineering plans, inspections and final acceptance of additions or modifications to the water Distribution System. The Tigard City Engineer has the authority regarding public improvement design standards, including any variances within those standards.

4.22 Other Matters. Tigard will perform such other functions as the Parties hereto mutually agree in writing.

V. RIGHT OF WAY

5.1 Use and Occupancy. Tigard shall have the right to use and occupy the streets and roads of King City where Water Supply System Assets or the Distribution System now exist or are installed in the future.

5.2 Fee for Use of Right of Way. Tigard will pay King City a mutually-agreed fee for use of King City rights of way for Water Supply System Assets and the Distribution System. The

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Parties agree that such payment is mutually-agreed and voluntary and that such payment cannot be imposed on Tigard under existing law. The amount shall be set by a formula set forth on Exhibit 5 attached hereto and incorporated by reference. Exhibit 5 may be periodically revised by mutual agreement every five (5) years but will not at any time exceed _____% of revenues collected by Tigard from King City users.

VI. ANNEXATION

6.1 Service to Annexed Areas. Tigard has planned for and will provide water service according to anticipated densities under the applicable comprehensive plan and zoning codes of Tigard and King City. Tigard will also serve areas annexed to King City, areas added to the Urban Growth Boundary and any designated Urban Reserves where King City will ultimately be required to provide water service. Service will only be provided on annexation to King City or Tigard, unless the health hazard annexation statutory process compels Tigard to provide water service to the subject property(ies).

VIII. WITHDRAWAL AND TERMINATION

7.1 Voluntary Withdrawal. If King City elects, King City may voluntarily withdraw from this Agreement upon at least one (1) year prior written notice. Withdrawal will occur on the next July 1st being at least 12 months from the date of notice. Tigard will transfer back to King City the Distribution System Assets. Master meters will be installed at all connection points to the Distribution System located within King City's boundaries. Master meters will be owned by Tigard but installed at King City expense. If bonds or indebtedness have been incurred against the Water Supply System Assets or Distribution System Assets, withdrawal cannot occur until the debts have been paid or satisfactory arrangements to Tigard have been made for payment of the proportionate share of debt through a wholesale contract with Tigard where the calculated rate contains a debt service component. The most current edition of the American Water Works Association *Principles of Water Rates, Fees, and Charges* (known as M1 standards) will be used to determine wholesale rates.

7.2 Material Breach. In consideration of the conveyance of all right, title and interest to the Water Supply System Assets to Tigard in Exhibit 2, Tigard agrees to provide water service to King City. King City may withdraw for material breach of this Agreement and upon one year written notice. Termination and withdrawal shall be effective on the date specified in notice, unless the Parties agree otherwise in writing.

7.3 Notice and Opportunity to Cure. Subject to Article VIII, if Tigard materially breaches the Agreement and fails to reasonably commence cure of the default, following a 60day notice by King City, King City may give notice of termination and withdrawal. King City may elect to

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re-acquire only those Distribution System Assets located within King City's boundaries. If bonds or indebtedness have been incurred against the Water Supply System Assets or Distribution System Assets, withdrawal cannot occur until the debts have been paid or satisfactory arrangements to Tigard have been made for payment of the proportionate share of debt through a wholesale contract with Tigard where the calculated rate contains a debt service component.

7.4 Water Supply System Assets. Recognizing the conveyance to Tigard under Section 3.1, King City shall have no right to obtain or re-acquire ownership in any Water Supply System Asset wherever located. King City shall not re-acquire any Distribution System Assets owned by Tigard that serve Tigard users within or outside King City's boundaries.

7.5 Source. If King City terminates the Agreement and re-acquires the Distribution System, King City must negotiate a wholesale water purchase contract with Tigard or obtain its own source. If King City negotiates wholesale purchase contract with Tigard, then billings will be based on water through master meters according to the terms of the contract. The cost of the master meter, installation thereof, and master meter operations, maintenance repair and replacement will be included in the rate. The proportionate cost of debts under Sections 7.1 or 7.3 will also be included in the rate.

7.6 Cross Connections. If King City obtains water from another source, then in addition to the master meters at connection points, Tigard approved backflow prevention devices must be installed at the expense of King City, unless, in Tigard's sole discretion, it waives this requirement.

7.7 No Further Obligations. Following withdrawal and/or termination, King City shall be solely responsible for all aspects of the Distribution System located within King City's boundaries. Tigard shall have no further responsibility for supply and shall be completely released from further obligations under this Agreement, known or unknown.

VIII. DISPUTE RESOLUTION

1.1 The Parties hereby agree that resolution of any and all disputes arising out of the terms of this Agreement or interpretation thereof shall follow the steps as set forth hereunder. Nothing shall prevent the disputing Parties from waiving any of the steps by mutual consent.

1.2 Dispute Resolution Steps.

Step One (Negotiation):

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A Party who has a dispute will give written notice (Dispute Notice) to the other Party setting forth the reasons for such dispute. Within ten (10) calendar days following the Dispute Notice, each Party will designate an authorized representative to negotiate on behalf of the Party he/she represents and attempt to negotiate a proposed resolution. If the representatives negotiate a proposed resolution within ninety (90) days of the Dispute Notice, the representatives shall reduce the resolution to writing and submit the same for approval by the King City and Tigard city managers, subject to approval by the governing bodies if necessary. A resolution so approved shall be binding. If the proposed resolution is not approved within sixty (60) days, the Parties shall proceed to Step Two.

Step Two (Mediation):

If the dispute cannot be resolved within the timeframe outlined in Step One, the Parties shall submit the matter to non-binding mediation. The Parties shall attempt to agree on a mediator. If they cannot agree, within thirty (30) days (or one hundred and ninety days 190 days of the Dispute Notice), the Parties will select a mediator through the Rules of the American Arbitration Association's Mediation Service or such other neutral service as the Parties may agree upon.

Step Three (Legal Action):

If the parties cannot agree on a mediator or if mediation is unsuccessful after two hundred and fifty (250) days from the date of Dispute Notice, a Party may initiate litigation in the Circuit Court of the State of Oregon for Washington County and may seek all available remedies. Each Party shall bear its own legal and expert witness fees at all stages of the dispute resolution process, including at trial or on any appeals.

IX. INDEMNITY AND INSURANCE

9.1 Mutual Indemnity. Subject to the Constitution and laws of the State of Oregon and the damage limitations of ORS 30.260 to 30.300, each Party shall defend, indemnify, and hold each other harmless from and against any and all claims, demands, suits, actions, judgments, recoveries, liabilities, damages, penalties, costs and expenses, including but not limited to reasonable attorneys' fees resulting from damage to property or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, servants, agents, or officers elected or appointed. The indemnification obligation provided in this section shall survive any withdrawal from, or any expiration or termination of this Agreement for the duration of any applicable statute of limitations.

9.2 Tigard Indemnity. Tigard agrees to hold harmless and save King City from any and all obligations and claims arising out of the IWB Agreement between Tigard and King City and

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those similar agreements between Tigard and the City of Durham and Tigard and the Tigard Water District.

9.3 Insurance. If Tigard hires a consultant or contractor to work on any portion of the Water Supply System located within King City's boundaries, the contract documents shall require that consultant/contractor obtain, prior to beginning any work, and maintain in full force and effect for the term of the contract, at consultant's/contractor's expense, comprehensive general liability, to include bodily injury and property damage on a combined single limit per occurrence and aggregate basis; automobile liability with a combined single limit coverage to include bodily injury and property damage; and other insurance appropriate to the work to be performed in amounts not less than what Tigard would typically require for similar work. The named insureds on any policies shall be the consultant/contractor, Tigard and King City. Consultant/contractor shall name Tigard and King City, their elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self-insurance carried by Tigard or King City, and shall be issued by a company authorized to do business in the State of Oregon. The consultant/contractor shall provide Tigard written notice within thirty (30) days of cancellation or material modification of the insurance contract at the addresses listed below. Consultant/contractor shall provide certificates of insurance and additional insured policy endorsement to Tigard prior to commencement of any work. If requested, complete copies of insurance policies shall be provided to Tigard and King City. Consultant/contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance used to satisfy these requirements.

X. GENERAL PROVISIONS

10.1 Amendments. Any Party may request changes to this Agreement. Amendments to this Agreement must be proposed in writing and approved by a vote of the governing body of each Party.

10.2 Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by any requesting Party. Upon reasonable notice, during normal working hours, each Party shall provide the other Party with access to its facilities for copying said records at the requesting Party's expense.

10.3 Public Records.

- a) Tigard and King City will comply all public records laws. A public records request will be reviewed to identify possible disclosure exemptions prior to

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disclosure of the record.

10.4 Confidential Information. If a Party considers any portion of a record it provides under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be “Confidential.” A Party receiving a request for a record marked as Confidential shall notify the other Party of the request and the date that such record will be released to the requestor unless another Party obtains a court order to enjoin that disclosure. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

10.5 Agreement Complete. This Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

10.6 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived and no breach excluded unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

10.8 Subsequent Breach. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

10.9 Rights Reserved. Except as specifically provided herein, each Party retains all rights and claims that may exist now or in the future against another Party.

10.10 Notice. Any notice shall be in writing and shall be addressed to the person designated below. Any notice may be given by certified mail, overnight delivery, facsimile, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement. The following contact information shall apply until amended in writing by a Party providing new contact information to each other Party.

King City

Name: City Manager

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Address: 16580 SW 85th Avenue, Tigard, Oregon 97224
Email:
Telephone: 503-547-8150
Fax:

Tigard

Name: City Manager
Address: 13125 SW Hall Boulevard, Tigard, Oregon 97223
Email:
Telephone: 503-639-4171
Fax:

10.11 Partial Invalidity. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated section is essential to the benefit of the bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

10.12 Assignment. No Party may sell or assign any of its rights or benefits under this Agreement without approval of the governing bodies of each Party.

CITY OF KING CITY

CITY OF TIGARD

By: _____

By: _____

ATTEST: _____
City Recorder

ATTEST: _____
City Recorder

AIS-1525

5.

Workshop Meeting

Meeting Date: 11/19/2013

Length (in minutes): 30 Minutes

Agenda Title: Regional Transportation Planning Update

Submitted By: Judith Gray, Community Development

Item Type: Receive and File

Meeting Type: Council Workshop Mtg.

Public Hearing: No

Publication Date:

Information

ISSUE

Council will hear an update of regional and county transportation planning and policy activities affecting Tigard.

STAFF RECOMMENDATION / ACTION REQUEST

n/a

KEY FACTS AND INFORMATION SUMMARY

Staff will provide Council with a brief overview of several regional and county transportation planning activities underway now. These efforts include the Regional Transportation Plan Update and the Washington County Transportation Plan Update, among others.

These activities affect Tigard in several ways related to transportation policies and funding. They may also influence and inform Tigard's planning efforts in River Terrace, the Tigard Triangle, and Southwest Corridor. In some cases, Council may be briefed on these and/or asked to take a position at other county and regional meetings, such as WCCC, MPAC, and JPACT.

OTHER ALTERNATIVES

n/a

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Goal 5 of the Tigard Transportation System Plan. Interagency Coordination: Coordinate planning, development, operation and maintenance of the transportation system with appropriate agencies.

DATES OF PREVIOUS COUNCIL CONSIDERATION

NA

Attachments

Presentation



City of Tigard

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

Regional & County Transportation Update

November 19, 2013



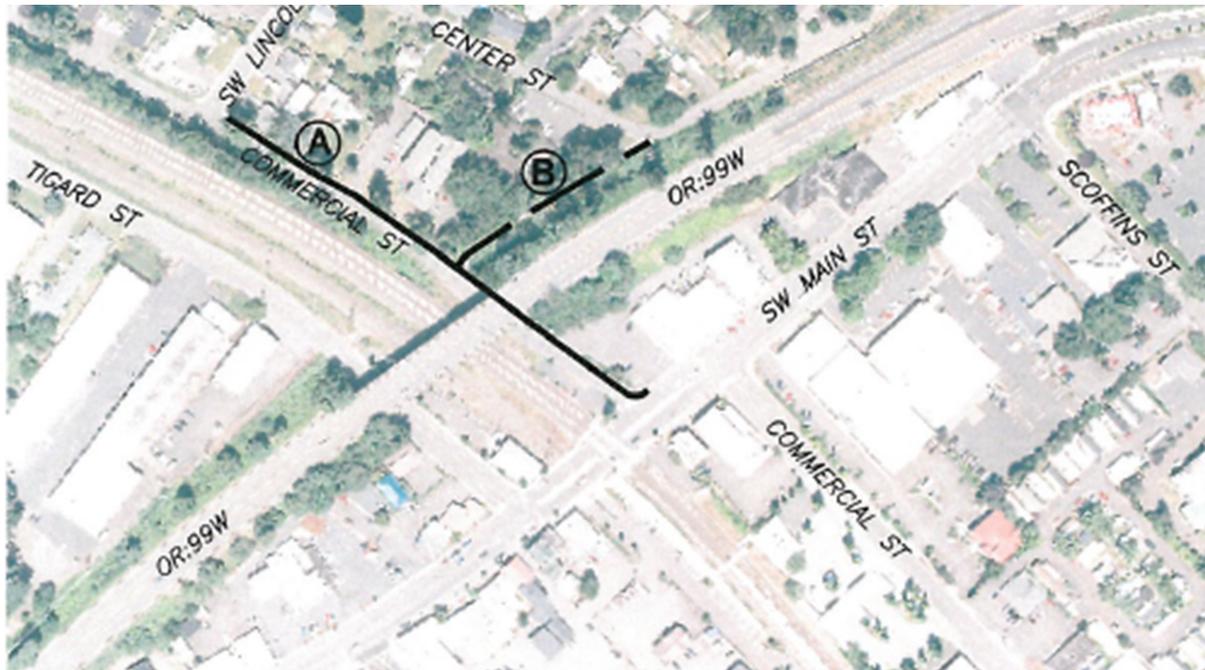
Coordination Framework

- Metro
 - ▶ JPACT / TPAC
 - ▶ MPAC / MTAC
 - ▶ WCCC / WCCC TAC
- Washington County
 - ▶ WCCC / WCCC TAC

STIP

- Southwest Corridor partnership
 - ▶ Commercial Street sidewalk
 - ▶ Pacific Highway sidewalk infill
- \$1 million, FY 16-18

STIP



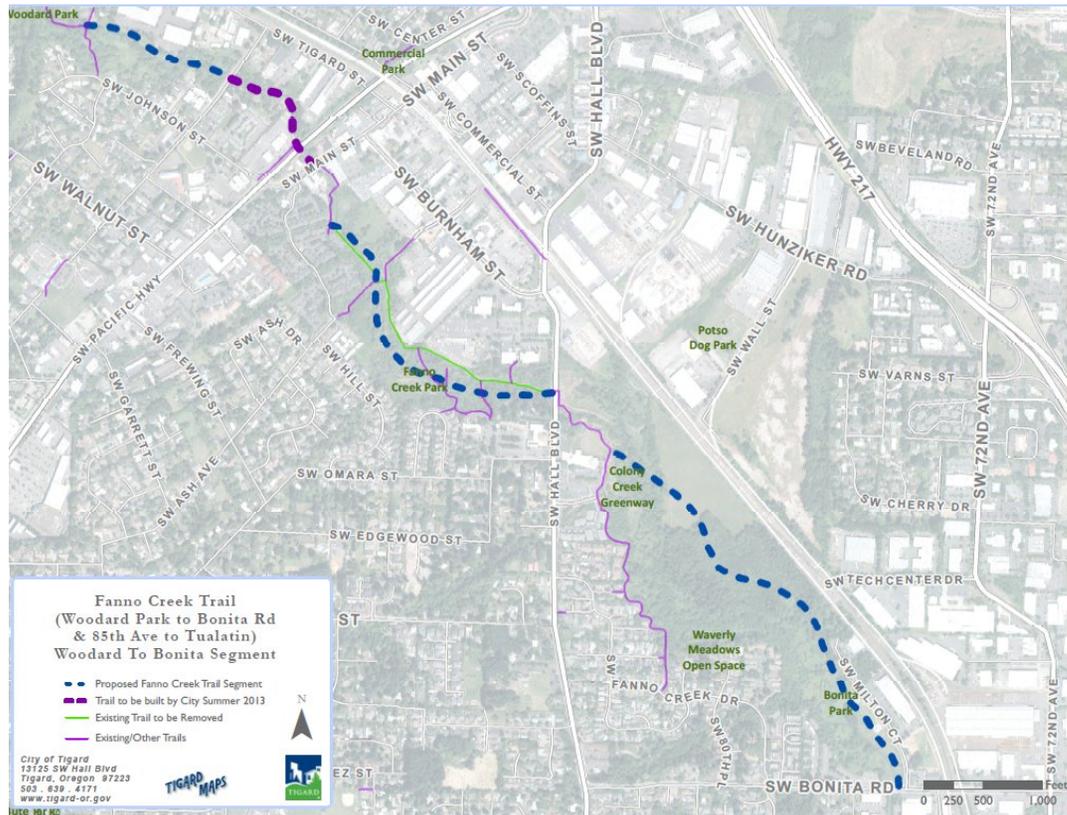
STIP



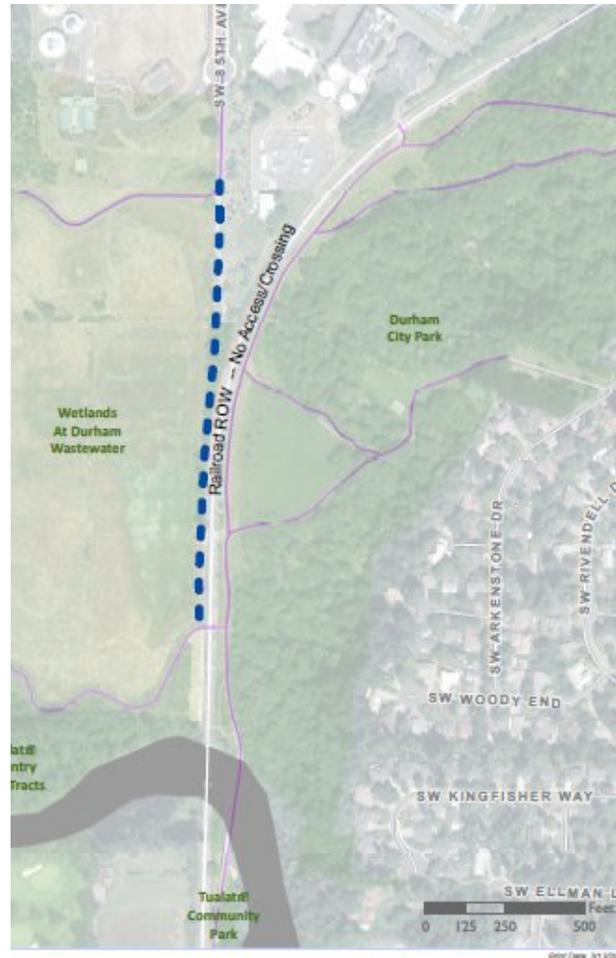
RFFA

- Fanno Creek Trail
 - ▶ 4 segments
- \$3.7 million, FY 16-18

RFFA



RFFA



Metro

- Regional Transportation Plan (RTP)
 - ▶ Update from 2010
 - ▶ Adoption by September 2014
 - ▶ Required for Federal funding\
- Tigard Interests
 - ▶ Funding eligibility
 - ▶ TSP coordination

Metro

- Active Transportation Plan (ATP)
 - ▶ Element of the RTP
 - ▶ Coordination & continuity of system
 - ▶ Design guidelines
- Tigard Interests
 - ▶ Funding implications
 - ▶ Priority projects

Metro

- Climate Smart Communities
 - ▶ State mandate (JTA of 2009)
 - ▶ 20% reduction in emissions by 2035
 - ▶ Existing goals & plans
- Tigard Interests
 - ▶ Potential transportation & land use priorities and policies

Washington County

- Transportation System Plan (TSP)
 - ▶ 2040 forecast
 - ▶ Update of projects & policies
- Tigard interests
 - ▶ Projects on county roads
 - ▶ Road jurisdiction, current & future
 - ▶ River Terrace coordination

Washington County

- Alternative Performance Measures
 - ▶ Parallel but separate from TSP
 - ▶ Could include other modes; economic development; safety
- Tigard interests
 - ▶ Local experience
 - ▶ Possible Tigard or SW Corridor application

Washington County

- “Westside Transportation Study”
 - ▶ Funds allocated in 2013 leg session
 - ▶ Scope is unclear/in development
- Tigard Interests
 - ▶ Tracking, coordination
 - ▶ Resources

Southwest Corridor Plan

- On-going partnerships
- Coordinating with Triangle planning
- Integrating into RTP and ATP
- Potential alternative performance measures for Pacific Highway

Southwest Corridor Plan

- TriMet Service Enhancement Plan
- Refined HCT alignments

City *of* Tigard

Discussion