



City of Tigard

## Tigard Business Meeting – Agenda

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### **TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD**

**MEETING DATE AND TIME:** March 11, 2014 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

#### **PUBLIC NOTICE:**

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

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

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

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

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

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

SEE ATTACHED AGENDA

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#### **VIEW LIVE VIDEO STREAMING ONLINE:**

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

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

Thursday 6:00 p.m. Sunday 11:00 a.m.

Friday 10:00 p.m. Monday 6:00 a.m.



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### **TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD**

**MEETING DATE AND TIME:** March 11, 2014 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

- **STUDY SESSION**

- **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. REVIEW OF 2014 COMMUNITY EVENT FUNDING REQUESTS **6:30 pm estimated time**

7:30 PM

2. BUSINESS MEETING

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

3. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

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

4. **CONSENT AGENDA:** Tigard City Council - These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to: **7:35 pm estimated time**

A. Approve City Council Minutes for:

- November 12, 2013
- December 10, 2013
- January 14, 2014

B. RECEIVE AND FILE:

1. Council Calendar
2. Council Tentative Agenda for Future Meeting Topics

C. CONSIDER WAIVING SIGN PERMIT FEES FOR TIGARD YOUTH FOOTBALL

• Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/ City Center Development Agency has voted on those items which do not need discussion.

5. CONSIDER AN ORDINANCE MODIFYING THE BOUNDARIES OF LOCAL IMPROVEMENT (LID) NO. 1 **7:40 pm estimated time**

6. APPOINT CITY CENTER ADVISORY COMMISSION MEMBERS **7:55 pm estimated time**

7. APPROVE DISSOLUTION OF THE TREE BOARD **8:00 pm estimated time**

8. LOCAL CONTRACT REVIEW BOARD - AWARD INSURANCE AGENT OF RECORD CONTRACT **8:05 pm estimated time**

9. COUNCIL LIAISON REPORTS **8:20 pm estimated time**

10. NON AGENDA ITEMS

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

12. ADJOURNMENT **8:30 pm estimated time**

**AIS-1518**

**1.**

**Business Meeting**

**Meeting Date:** 03/11/2014  
**Length (in minutes):** 30 Minutes  
**Agenda Title:** Review of 2014 Community Event Funding Requests  
**Prepared For:** Toby LaFrance  
**Submitted By:** Liz Lutz, Financial and Information Services  
**Item Type:** Update, Discussion, Direct Staff  
**Meeting Type:** Council Business Mtg - Study Sess.

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Review applications for Community Event Grants and provide preliminary direction as to which grants should be included in the FY 2014-2015 proposed budget.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff is requesting Mayor and City Council review the 17 event grant requests totaling \$126,250 and provide recommendations on which requests should receive full, partial or no funding so that the total amount recommended to include in the proposed budget does not exceed \$92,660 in available funds. These recommendations will then be forwarded to the Budget Committee for consideration during the budget approval process.

**KEY FACTS AND INFORMATION SUMMARY**

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

The city received 17 formal applications by the February 13, 2014 deadline. The total funding requested was \$126,250 in direct and set-aside contributions. An additional \$69,800 is requested as in-kind support, broken down as follows: Public Works Department for Balloon Festival-\$65,000, 4th of July celebration-\$1,600, Southside Soccer-\$2,000, Tualatin Riverkeepers-\$1,000 and Washington Co. Bicycle Transportation Coalition-\$200.

Tigard's practice is to budget one-half of 1% of the previous year's operating budget for the Social Services and Community Events Grants. This year's operating budget is \$52,951,746 and the allocation for grants is \$264,700. Historically, Community Events receives 35% of the total budgeted for Social Services/Community Events, providing \$92,660 available for these grants.

## **OTHER ALTERNATIVES**

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

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

NA

## **DATES OF PREVIOUS CONSIDERATION**

NA

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### **Attachments**

Broadway Rose Theatre

City of Tigard Dog Park

Compassion Tigard Clinic

Curtis Tigard 105th Birthday

Downtown Tigard Events

Mask & Mirror

Southside Soccer Chinook Cup

Tigard 4th of July

Tigard Area Farmers Market

Tigard Bull Mountain Farmers Market

Tigard Festival of Balloons

Tigard Little League

Tigard Safety Town

Tualatin Riverkeepers

Tualatin Valley Community Band

US Womens Golf Championship

Wa Co Bicycle Coalition

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

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 13, 2014

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

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

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

**2. Purpose of Funding Request:**

We, Broadway Rose Theatre Company, are requesting funds from the City of Tigard to help us continue to provide professional musical theater programming that is affordable for all.

2014 marks our 23<sup>rd</sup> anniversary. In 2009 we transitioned from summer stock programming to year-round programming, increasing attendance by 40%. We are a grass roots company, having started in Tigard and remained here throughout our exponential growth. Our patrons come to Tigard from all over the Portland metro area, as well as from cities as far away as Corvallis, Eugene and Longview, to enjoy our programming.

Musical theater is very expensive to produce. In addition to the costs of producing nine musicals and a variety of youth outreach program each year, there are substantial costs involved in operating a year-round facility. Per our new strategic plan we instituted organizational changes that have improved our cash flow and increased earned and contributed revenue. In order to continue to be financially solvent and not dip into the operating reserve we have worked so hard to build, the support of community funders and local government is critical. It also speaks volumes to the foundations and individuals we approach for support that we have the continued support of the City of Tigard. It shows that we are highly valued in our community's cultural arts.

We have an exciting lineup of musicals in 2014:

**New Stage Theater**

*Band Geeks (1/30 – 3/2)*  
*Always... Patsy Cline (4/18 – 5/19)*  
*Teen Musical, TBA: (8/13 – 8/16)*  
*Whodunit... The Musical (9/18 – 10/19)*  
*A Christmas Survival Guide (11/26 – 12/21)*

**Deb Fennell Auditorium**

*The Music Man (6/26 – 7/20)*  
*The Best Little Whorehouse in TX (7/31 – 8/17)*  
*Children's Musical #1, TBA: (7/9 – 7/12)*  
*Children's Musical #2, TBA: (8/6 – 8/9)*

In addition to a full year of musicals we offer youth outreach programs that include a student technical internship program (offering paid internships to local high school and college students interested in pursuing a career in technical theater); summer youth drama camps (kids 8-12 years old perform in the ensemble of our children's shows with professional actors in the 600-seat Deb Fennell Auditorium); summer teen musical theater workshop (young thespians are directed in voice, acting, dance and costuming, with their work culminating in a fully staged musical for public performance); fall and spring musical theater classes for teens (teaching them voice, singing and acting); free children's musical for 3,500 elementary students in the Tigard/Tualatin District; and discounted tickets (\$5.00) to our children's shows for YMCA youth.

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

Broadway Rose Theatre Company's mission is to create unparalleled musical theater experiences that invigorate audiences and enrich our communities. We are the largest non-profit professional musical theater company in the Portland metro area and the only one in Washington County. We are a vital component of our community's cultural arts.

- We offer affordable tickets with subscription packages that range from \$18 - \$31.50/show and children's show tickets that are \$10 and under.
- We are helping raise Tigard's profile and enrich our city's cultural arts. People come from all over to enjoy our programming. 47% of our audience is from Washington County, 21% is from Clackamas County, 20% is from Multnomah County, 5% from Clark County and 7% from other miscellaneous counties.
- Our presence in Tigard helps boost commerce. In 2013 we had 1,737 visitors come to see our shows from more than 50 miles away. This was a 32% increase over 2012. Washington County Visitors Association estimates that tourists spend an average of \$29/day (**not including overnight stays and accommodations**); therefore, our out-of-town patrons who come for the day to see a Broadway Rose show generate \$50,373 in tourism-related commerce for WA County.
- Downtown Tigard restaurants benefit from our presence in the community as many of our patrons go out to dinner before our shows and and/or have dessert and cocktails afterwards.
- In 2013 we had 274 volunteers donate 3,714 hours of work, equaling that of two additional full-time employees. We couldn't produce the breadth of work that we do without such tremendous support. The majority of our volunteers are from our local community. Those who usher our shows see them for free.
- Our partnership with the Tigard/ Tualatin School District that began when we founded our company is stronger than ever. We share our New Stage space with them for district functions and provide a free musical to 3,500 elementary students in the district. In turn, they rent us the Deb Fennell Auditorium for our large musicals each summer at a greatly reduced rate. Our \$2 million capital campaign raised funds to remodel the old C.F. Tigard cafetorium into our New Stage which we lease from the district for \$1/year.
- We offer need-based scholarships to our youth drama camps and teen musical theater workshop for those who could otherwise not afford it. We reach out to C.F. Tigard Elementary School and Community Partners for Affordable Housing to identify youth who qualify.
- We offer half-price tickets (\$5.00) to one of our children's musicals for YMCA youth.
- We offer 2-for-1 tickets to Arts Card members (those who donate \$60 or more to Oregon's "Work for Art" community fund) and we offer \$5 tickets to Oregon Trail card holders. This is a low-cost ticket option for households that qualify for food and cash benefits through the state of Oregon.
- We donate over 600 tickets each year to other local non-profits.
- We employ nearly 200 local actors, directors, musicians, technicians, designers and student interns each year. We offer coveted roles and opportunities for musical theater artists that are not offered elsewhere in our city. We are also a rich training ground for young adults interested in pursuing a career in musical theater.

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

We make every effort to make our productions accessible to all ages and members of the community. We provide excellent wheelchair access, audio descriptive services, free assistive listening devices, large print programs and free parking. Our affordable ticket prices and dynamic programming draw thousands of residents to Tigard.

Our 2013 paid attendance reached 46,110. Of that number, 23,872 were unique visitors (meaning each individual was counted only once, even if they attended multiple performances). Of those unique visitors 11,217 were from Washington County, and 2,481 of those were from Tigard. These figures have increased each year. We anticipate similar or slightly higher numbers for 2014.

**Broadway Rose Theatre Company  
Projected Budget  
2014**

Broadway Rose has 15 employees: 9 FT / 6 PT

	<u>Jan - Dec 14</u>
<b>Income</b>	
Annual Gala	54,005.00
Concession Income	30,000.00
Corporate Sponsorships	32,500.00
Development Trips	130,580.00
Educational Outreach.	25,985.62
Entertainment/Royalty Income	859.22
Grants	249,750.00
Guild	5,950.00
Individual Donations	172,000.00
Interest Income	300.00
Program Advertising	10,448.00
Raffle Income	4,875.00
Rental Income	7,737.50
Shipping & Handling Income	7,532.56
Souvenir Sales	1,798.82
Ticket Sales	1,120,060.40
<b>Total Income</b>	<u>1,854,382.12</u>
<b>Expense</b>	
Administrative Expense	216,047.48
Annual Gala.	11,565.00
Artistic Programing	896,946.96
Bank Service Charges	30,000.00
Company Amenities	2,500.00
Concession Expense	12,285.52
Development	51,750.80
Educational Outreach	6,720.00
Facility Expenses	19,239.40
Guild Expense	4,467.00
Insurance	72,000.00
Internet Expense	2,702.85
Marketing Expense	193,307.45
Office Supplies	7,268.85
Organizational Dues & Expenses	7,655.15
Payroll Taxes	71,028.79
Postage and Delivery	4,901.93
Professional Fees	12,700.00
Raffle Expense	1,000.00
Rental Expense	26,400.00
Repairs & Maintenance	1,380.95
Souvenir Expense	707.80
Staff Education	247.95
Telephone	13,985.78
Tessitura	39,000.00
Travel & Ent	75.25
Trips Expense	130,580.00
Utilities	17,794.65
Interest	122.56
<b>Total Expense</b>	<u>1,854,382.12</u>

CITY OF TIGARD, OREGON  
13125 SW HALL BLVD.  
TIGARD, OREGON 97223  
503-639-4171  
FY 2012-13  
COMMUNITY EVENTS FUNDING REQUEST  
**Due: February 13, 2014**

**Event Name:** City of Tigard Dog Park Community Events  
**Website:** [www.tigard-or.gov/community/parks/](http://www.tigard-or.gov/community/parks/)  
**Address:** 11774 SW 125<sup>th</sup> Ct.  
**City, State, Zip:** Tigard, OR 97223  
**Contact Name:** Chris Garsteck  
**Telephone Number:** (503) 347-9841  
**E-mail address:** kariba\_or@msn.com

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

Cash	\$ 400
In-Kind Services	\$ -0-
Total Request	\$ 400

**2. Purpose of Funding Request:**

The Tigard Dog Park Committee is a citizens group that works with the Tigard Parks Department to manage off-leash dog parks in the City of Tigard. This request is for funds to support the community events organized by the Committee at the off-leash dog parks and for human/canine educational materials which are available at the dog parks and on our website.

The Dog Park Committee continues to be very grateful to have received previous grant funding. We strive to be good stewards of the funds for the benefit of the human and canine users of the dog parks.

The grant funds will continue to help the Dog Park Committee provide the sense of 'community' at the dog parks in the next fiscal year.

**Virtual Dog Contest:** The Tigard Dog Park Committee sponsored a 'Virtual Dog Contest' as part of the 'Explore Downtown Tigard' community event. Last summer's event was held on August 17, 2013. The public was asked to choose a photo category and submit a digital photo of their canine companion. The top photos were displayed during the 'Explore Downtown Tigard' event. Over 150 people stopped by the dog park photo display at the event and voted for their favorite photo by category. Prizes were awarded based on the public voting.

Attached is a copy of the advertising flyer from that event and The Tigard Times newspaper article about the event.

The materials are also posted throughout the dog parks so the total number of residents who additionally read the information, without taking a copy, would be higher but difficult to measure.

Also, the City of Tigard's web site has information on how citizens can provide feedback on events, register concerns and make suggestions. The Committee works in conjunction with the City of Tigard Parks Department to respond to user's questions and emails.

The Tigard Dog Park blog is another resource that is available to residents.

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

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures.

The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions. **\*\* SEE ATTACHED**

- b. Audit report or financial statements for the last fiscal year. **\*\* SEE ATTACHED**

- c. Articles of Incorporation.\* The Tigard Dog Park Committee is not incorporated.

- d. 501(c)(3) status.\* The Tigard Dog Park Committee does not have 501©(3) status.

- e. Organization Bylaws.\* See above.

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

\*\* Lack of adequate financial information could result in denial of request.

An electronic version of this application is available by contacting Liz Lutz at [Lizbeth@tigard-or.gov](mailto:Lizbeth@tigard-or.gov).

**Attachments:**

1. Financial statements for dog park accounts provided by the City of Tigard Finance Department.
2. Virtual Dog Contest advertising flyer
3. The Times Newspaper article on the Exploring Downtown Tigard event
4. Halloween Costume Contest 2013 advertising flyer
5. The Times Newspaper article on the Halloween Costume Contest
6. Trust for Public Lands flyer

The date for the 2014 'Explore Downtown Tigard' event has not been finalized at this time. The Tigard Dog Park Committee will plan another fun event for the public to participate in during that event. Grant funds will be used for creating advertising flyers and raffle/game prizes. **\$125**

**Halloween Dog and Owner Costume Contest:** The Annual Halloween Costume Contest at Potso Dog Park was held on October 26, 2013. There were over 20 canines and their human companions that turned out for the event. The distinguished panel of judges included Councilor Gretchen Buehner (who was dressed appropriately in her judicial 'robe'), City Manager Marty Wine and Project Manager Kim McMillan. Everyone enjoyed seeing the dogs in their adorable costumes. Prizes were awarded based on the judges' scoring.

Attached is the flyer for the event. The event was also advertised in the The Times newspaper (see attachments). Grant funds will be used for contest flyers and prizes for the October 2014 scheduled event. **\$200**

**Office Supplies:** Dog park updates and notifications are posted at each park letting users know when closures are scheduled; special events are upcoming and other information as needed. In addition, a special flyer was posted that was specifically requested by the Trust for Public Lands. Grant funds will be used for laminating sheets, print cartridges and paper. **\$75**

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

The dog parks in Tigard bring people together in the community. This happens on a daily basis when users meet with their canine companions at the dog parks. The events sponsored by the Tigard Dog Park Committee, continue to be focused on providing a fun and informative venue for canines and their human companions.

Tigard Dog Parks were recognized nationally in an article on the front page of USA Today dated December 8, 2011. The article noted that Portland has the highest per capita of dog parks. The community support for the dog parks was also highlighted as noted by the Trust for Public Lands, 'There's a tremendous upsurge in demand and love for them [off leash dog areas]'. The 'love' for the off leash areas was the driving force in getting the Parks Bond Measure passed last year. It was truly a 'community effort'.

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

For the year 2013, participation has been between 40-157 people at each event (Virtual Photo Contest and the Halloween Costume Party).

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

Event Name: Compassion Tigard Clinic  
Address: 12176 SW Garden Place  
City, State, Zip: Tigard, OR 97223  
Contact Name: Lance Briggs  
Telephone Number: (503) 997-8829  
E-mail address: lancebrix@gmail.com

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

**Cash** \$ 15,000

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

**Total Request** \$ 15,000

2. **Purpose of Funding Request:**

Compassion Tigard is a catalytic event in collaboration with local churches, social services agencies, and the Tigard-Tualatin School District, that focuses on providing cost-free medical, dental, and vision care to the underinsured and underprivileged residents of the City of Tigard. In addition to these services, we are also able to provide free childcare and lunch to all our guests and volunteers, as well as a social services resource fair to help connect guests to other helpful local organizations and resources in the community for ongoing assistance. This year's free clinic will be held Saturday, October 4<sup>th</sup>, at Tigard High School. Funding for the 2014 Compassion Tigard Clinic will allow us to once again meet the immediate medical, dental, and vision needs of hundreds in our community.

While it has been a great achievement to give free access to services to so many, the truth is that we still have to turn away hundreds of people each year from various services. With the grant we secured last year, we were able to upgrade our dental equipment allowing us to more efficiently serve a greater number of guests, as well as expand our overall dental capacity through partnerships with local dental offices serving as offsite treatment locations.

Our event relies entirely on volunteers, from our leadership committee, to medical and dental professionals; down to the over 400 volunteers who help serve our guests the day of the event. This allows us to offer all of our services free of charge and also serve as many guests as possible, while still offering the quality of service and individual attention our guests would experience in a professional medical office.

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

We believe that the Compassion Tigard Clinic benefits and strengthens our community in two major ways:

The first is directly through the services offered to those who are underinsured and in need of medical/dental assistance. Last year, we served over 1,500 people in some way through our various services. With the new healthcare reforms we hope many more people in our community will now have access to medical care, however many will still be in need of dental work or vision screening. In past years, dental has always been the greatest area of need. Last year, we were able to offer free dental care to over 300 guests, but sadly still turned many away. This year, we plan to greatly increase our dental capacity through additional equipment and partnerships with local dental offices and dental schools.

In addition to dental care we will continue to offer the same full array of medical care as well as immunizations, podiatry, chiropractic, and vision screenings with free glasses.

The second benefit to the community is the partnership between, schools, social service agencies, and faith-based organizations. Several years ago, a group of people came together and asked the question, "What would happen if we teamed together to serve the poor and underinsured in the city of Tigard?" The result was Compassion Tigard. Over the years, we have seen the strength of these partnerships grow and develop. We have also seen more and more community members come out to volunteer and serve their neighbors. Last year, we had more volunteers serving at Compassion Tigard than ever before—over 500 the day of the event. This included physicians, dentists, optometrists, medical and dental students, hundreds of community members, and students from local high schools. Part of our vision is to mobilize and encourage these volunteers to follow up and continue finding ways to serve their neighbors in need. We offer resources and opportunities for our volunteers to continue serving in the community long after the clinic. Last year for example, we had a group of high school students come together to prepare a Thanksgiving dinner for a single mom who had attended the clinic. Partnering churches have developed relationships with local schools to offer assistance to families in need during the holiday season following the clinic. We believe fostering these partnerships and mobilizing our volunteers will create a lasting impact in our community beyond just the day of the clinic. Please see the attached recommendation letter from Mark Neffendorf, Principal of Tigard High School, regarding the strength and value of the event itself, as well as the partnerships that have been fostered between Compassion Tigard, the school district, and Tigard High.

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

This year we expect to serve close to 1,800 residents. With the addition of at least 400 volunteers and professionals, the grand total would be 2,200.

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

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

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

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

# Compassion Tigard Clinic 2013 Budget

January 1, 2013 - December 31, 2013

## Income

	Budget	Actual
<b>Church Partnerships</b>		
Solid Rock	\$4,000	\$4,000
City Bible Church	\$1,000	\$1,000
<b>Grants</b>		
City of Tigard	\$10,000	\$10,000
City of Tualatin	\$1,500	\$1,500
<b>Other Donations</b>		
Private Donations	--	\$500
<b>TOTAL INCOME</b>	<b>\$16,500</b>	<b>\$17,000</b>

## Expenses

	Budget	Actual
<b>Clinic</b>		
Compassion Connect Clinic Package fees Includes: Delivery/setup of all medical and dental equipment; rental/delivery of compressor; radios and other supplies/equipment; Olive Garden catered lunch for 800; support/training/resources for leadership team; clinic coach/liason; liability insurance; management and storage of all medical/dental records in compliance with HIPPA regulations; management, bookkeeping and reporting of all clinic finances	\$7,000	\$7,700
Medical Teams International Dental vans (2x)	\$600	\$600
Dental Equipment purchase/upgrade	\$1,500	\$1,209
Glasses (40 @ \$25 ea)	\$1,000	\$1,220
Food, snacks, water	\$500	\$218
Volunteer Shirts (450 @ ~\$4 ea)	\$1,800	\$1,825
<b>PR and Printing</b>		
Professional design fees	\$200	\$100
Printing (School District flyers)	\$1,000	\$881
Printing (Banners, flyers, posters)	\$400	\$350
<b>Equipment/Supplies</b>		
General supplies (Pens, tape, name tags, misc office supplies)	\$300	\$150
Children's area supplies	\$200	\$136
<b>Misc./Other</b>		
Social Services resources (Bus passes, diapers, etc.)	\$500	\$473
Petty Cash	\$500	\$321
Steering Comittee Meetings (coffee & snacks)	\$200	\$160
Post Clinic Volunteer Appreciation Dinner	\$450	\$396
Transportation (fuel for shuttles)	\$150	\$134
<b>TOTAL EXPENSES</b>	<b>\$16,300</b>	<b>\$15,873</b>

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 13, 2014

Event Name:

Curtis Tigard 105<sup>th</sup> Birthday Celebration at Tigard Library –April 13, 2014

THA Annual Meeting—June 6, 2014

Ice Cream Social—July 12, 2014

Apple Harvest—September 20, 2014

Victorian Christmas—December 6, 2014

Address: John Tigard House, Mailing address: P.O. Box 230402

City, State, Zip: Tigard, Oregon 97281

Contact Name: Karen Sadler-Fredd

Telephone Number: 503-620-5695 or Martha Worley at 503-747-9856

E-mail address: Sadfredd@hotmail.com

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

**Cash** \$1500.00

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

**Total Request** \$1500.00

**2. Purpose of Funding Request:**

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

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

The goals of each of the THA events are 1: To provide a venue where all family members can interact with other Tigard community families or individuals in a wholesome, safe environment. 2. To provide an event that will re-acquaint Tigard families with historical American community traditions. 3. To provide events where Tigard families can feel a connection with the community of Tigard and contribute toward the enrichment of the culture that is uniquely Tigard and feel like active participants in community life.

Our THA events have free admission so that no family member is prohibited by cost to attend. Each event provides a creative learning opportunity for children, and often there is a project they can make and take home. Most of our events take place on the grounds of the John Tigard House Museum. A docent-led tour of the House is a terrific opportunity for Tigard residents to learn about the founding of Tigardville and how it grew into today's Tigard.

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

Approximately 600 annually

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

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

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

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

# Tigard Historical Association 2013 End of Year Financial Report

**General Fund Operating Account beginning balance = \$27,117.84**

Receipts		\$6,360.79
Transfer from Preservation account		\$3,000.00
Expenditures		\$13,554.88
Transfer to Preservation account		\$20,000.00
<b>Ending Balance</b>		<b>\$2,923.75</b>

**Preservation Account beginning balance = \$113,378.95**

Receipts (interest)		\$378.65
Transfers:		
CD at maturity		\$93,622.64
From general account		\$20,000
Expenditures		\$13,299.00
Transfer to Waddell and Reed		\$200,000.00
Transfer to General Fund		\$3,000
<b>Ending Balance</b>		<b>\$11,081.24</b>

**Certificate of Deposit (matured and cashed out 3/7/2013)**

Transferred to preservation account		\$93,622.64
<b>Ending Balance</b>		<b>\$0</b>

**Columbia Management**

Beginning Balance		\$24,613.38
<b>Ending Balance</b>		<b>\$30,391.16</b>

**Waddell and Reed (opened 5/24/2013)**

Beginning Balance		\$200,000
<b>Ending Balance</b>		<b>\$212,444.05</b>

Tigard Historical Association Operating budget 2013-2014

Receipts	2013	2014 Projected
Memberships	\$ 1,899.00	\$ 2,000.00
Donations/gift shop/books	\$ 1,485.44	\$ 1,200.00
City of Tigard Grant	\$ 1,500.00	\$ 1,500.00
Other		
TOTAL	\$ 4,884.44	\$ 4,700.00
Expenditures		
Pastperfect support	\$ 440.00	\$ 450.00
PO Box	\$ 60.00	\$ 62.00
Building repairs/maintenance*	\$ 17,459.00	\$ 2,000.00
Insurance	\$ 3,040.00	\$ 3,200.00
Office/postage/collections	\$ 453.81	\$ 500.00
State/dept of justice	\$ 86.00	\$ 90.00
Board training	\$ 229.00	\$ 200.00
Printing/ newsletter	\$ 778.71	\$ 800.00
Arcadia Tigardville books	\$ 897.00	\$ -
Programs	\$ 503.50	\$ 900.00
Utilities	\$ 2,460.49	\$ 2,700.00
all other misc.	\$ 446.37	\$ 500.00
	\$ 26,853.88	\$ 11,402.00

\* Arciform repairs and painting, new furnace

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

Event Name: Downtown Tigard Events (Street Fair, Trick or Treat Main Street, Tree Lighting, Art Walk and 3<sup>rd</sup> Fridays)

Address: 12345 SW Main Street

City, State, Zip: Tigard, OR 97223

Contact Name: Steve De Angelo, Tigard Downtown Alliance

Telephone Number: 503-620-9020

E-mail address: steve@cateringbydeangelos.com

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

<b>Cash</b>	\$10,000
<b>In-Kind Services-hours</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	See Attached
<b>Total Request</b>	\$10,000

2. **Purpose of Funding Request:**

**Our goal is to provide an opportunity to Tigard's 49,000 plus residents to gather and connect with Tigard's Downtown core area through marketing and executing the following downtown events.**

**Street Fair - \$3500**

To assist in offsetting primarily marketing & advertising costs associated with holding this annual free event, which is held every year on 3<sup>rd</sup> Saturday of August. Funding will also help to "grow" the event, enabling marketing/advertising to the community at large, as well as helping to defray associated costs such as staging, entertainment, signs, banners, flyers.

**Trick or Treat Main Street - \$500**

To assist in offsetting primarily marketing & advertising costs associated with holding this annual free event, which is held every year on October 31<sup>st</sup> or the closest weekday to that day. Funding will also help to create merchant engagement, enabling marketing/advertising to the community at large, as well as helping to defray associated costs such as signs, banners, flyers.

**Tree Lighting - \$2500**

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

**Art Walk - \$2500 New Event** - Planned for 1<sup>st</sup> 3 weeks of June 2014 culminating on 3<sup>rd</sup> Friday in June. Early concept is to place art in 12-15 main street businesses for a 3 week period. Passports issued encouraging community to patronize the businesses and vote on

the art. Winning art selected by public will receive a prize as will juried art selection. Passports turned in to local merchants. Passports that have at least 80% fill rate go in special drawing. Winning passport will receive a prize. Participating businesses will be encouraged to become TDA members. Funding will help offset costs of marketing & advertising plus cash prize for public vote winner this new event which TDA will prefund in FY 2013-2014 due to timing.

**3<sup>rd</sup> Friday - \$1000** To assist in offsetting primarily marketing & advertising costs associated with communicating with the community and providing more visibility for 3<sup>rd</sup> Friday activities in Downtown Tigard. Funding will also help to create merchant engagement, enabling marketing/advertising to the community at large, as well as helping to defray associated costs such as signs, banners, and flyers.

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

Help foster a deeper sense of community for all residents, enhance awareness of Downtown Tigard's unique merchant and gathering places, thereby stimulating increased economic activity in downtown and improving the prosperity of Tigard overall and an increased tax base. Also helps achieve City of Tigard and Tigard City Council vision for Downtown as a walkable village with ample opportunity for all ages to live, work and play.

**4. How many Tigard residents do you anticipate participating in this event (or these events)?** Anywhere from 300-3,000 depending on the event. Our goal collectively would be to attract 12,000-15,000 residents and visitors to downtown Tigard through the aforementioned events annually.

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

(These Events are not a non-profit organization and are accomplished primarily with volunteer labor and donations) The TDA has filed articles of incorporation with the State of Oregon which are attached.

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

Bookkeeping records and financial data are held by the fiscal agent and will be sent independently. Articles of incorporation are attached. By laws have been drafted and are being reviewed for implementation. Our 501c3 status is in progress and should be approved by the grant award status timeline.

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

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

Event	Department/Organization	Service	Hours/Est Value
Tree Lighting	TVF&R	Help with tree lights (lift-truck)	6
Tree Lighting	TVF&R	Transport for Santa and Mrs. Claus	2
Tree Lighting	Tigard PD	Traffic control night of event	3
Tree Lighting	Tigard PD	Create thank-you banners	\$400
Tree Lighting	City Hall	Cityscape, website & social media promotion	
Tree Lighting	Public Works/Parks	Storage	\$720 annually
Tree Lighting	Public Works/Parks	Lighting Check (November)	2
Tree Lighting	Public Works/Parks	Use of Liberty Park as venue	5
Tree Lighting	Public Works/Parks	Help with electrical box	3
Tree Lighting	Public Works/Parks	Provide and place barricades	2
Tree Lighting	Public Works/Parks	Provide cones and candles as needed	2
Tree Lighting	Public Works/Parks	Provide portable speaker system	\$200
Tree Lighting	City Hall	Announcements in Cityscape and web (including Neighborhood Websites)	
Tree Lighting	City Hall	Mayor speaks	
Tree Lighting	City Hall	City Council members attend	
Tree Lighting	City Hall/Library	Posting of event flyer for promotion in Library and city Hall	
Street Fair	Public Works/Parks	Install banners	2 hours
Street Fair	Police Dept	Police vehicle with cadets for kid zone	6 hours
Street Fair	TVF&R	TVF&R equipment (Fire truck) for kid zone	6 hours
Street Fair	Main Street Contractor?	Bull dozer for photo ops in kid zone	6 hours
Street Fair	Public Works/Parks	Barricades and placement of No Parking barricades	2 hours
Street Fair	Public Works/Parks	Use of the Burnham public lot	24 hours
Street Fair	Public Works/Parks	Digital signage at each end of Main signifying Street Fair	8 hours
Street Fair	City Hall	City Council members attend	
Street Fair	Permitting & Planning	Approve the permit, waiver of any associated fees	
Street Fair	City Hall	Provide portable speaker system	200
Street Fair	City Hall	Cityscape, website & social media promotion	1 hour? /priceless
Street Fair	City Hall/Library	Posting of event flyer for promotion in Library and city H	10 min /priceless
Trick or Treat Main S	Police Dept	Police vehicle with cadets for kid area	2 hours
Trick or Treat Main S	TVF& R	TVF&R equipment (Fire truck) for kid zone	2 hours
Trick or Treat Main S	Police Dept	Mgruff in costume?	
Trick or Treat Main S	PW	Digital signage at each end of Main signifying Halloween	5 hours
Trick or Treat Main S	Police Dept	police and cadets to ensure cross walk safety during eve	2 hours
Trick or Treat Main S	City	Permit approval and waiver of any associated fees	
Trick or Treat Main S	Library	Library can engage day of as community outreach	
Trick or Treat Main S	City	Cityscape, website & social media promotion	1 hour? /priceless
Trick or Treat Main S	City	Posting of event flyer for promotion in Library and city H	10 min /priceless
Art Walk	City Hall	Consideration of purchase/lease of publicly selected art for display in library	
Art Walk	City Hall	Cityscape, website & social media promotion	1 hour? /priceless
Art Walk	City Hall/Library	Posting of event flyer for promotion in Library and city H	10 min /priceless
3rd Friday	City Hall	Cityscape, website & social media promotion	1 hour? /priceless
4th Friday	City Hall/Library	Posting of event flyer for promotion in Library and city H	10 min /priceless

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

Event Name: Mask & Mirror Community Theatre

Mask & Mirror Community Theatre was founded in early 2011 by a group of 8 experienced theatre enthusiasts to bring quality entertainment, recreation and arts education to the citizens of Tigard and Tualatin. Our goals included keeping tickets prices below that of a 3D movie at the local cinema (a goal we have met); and to be fiscally conservative (also met: none of the 7 main stage shows we have produced to date have lost money).

Mask & Mirror Community Theatre is an all-volunteer 501(c)3 non-profit theatre. We have no employees and we do not pay any of the actors, crew or administrators involved in Mask & Mirror productions. Membership dues are optional and we welcome all residents to participate in our activities without cost, other than to buy tickets to productions.

As we have continued to grow and develop our reputation, volunteer list and audience list, we believe that now is the time to rent a full-time theatre space of 2000 to 2500 sq ft in Tigard and develop it into a ~60 seat theatre for year-round use.

Address: 13166 Broadmoor Place

City, State, Zip: Tigard, OR 97223

Contact Name: Gary Romans

Telephone Number: 503-524-2058

E-mail address: [Info@MaskandMirror.com](mailto:Info@MaskandMirror.com)

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

**Cash** \$20,000

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

**Total Request** \$20,000

2. **Purpose of Funding Request:**

Mask & Mirror Community Theatre (M&M) is in the middle of its 3<sup>rd</sup> season presenting quality theatre to Tigard audiences. We have produced 7 mainstage shows. Each show has been reviewed positively and each show has earned back its production budget with ticket sales and concession income (which means we didn't lose money!). We have produced these shows on a rented stage in Tigard at Calvin Presbyterian Church, which costs us \$2000 per show (\$6000 per year). Our

agreement with Calvin provides us 3 rehearsal nights per week in a large room, but very limited time on stage to develop scenery, lighting and rehearsals on a completed stage set.

M&M is ready to take the next step and we have begun the planning to find a full time rental facility of ~2000 to 2500 sq. ft. that we can turn into a theatre space seating at least 60 patrons.

Having a full-time theatre space will allow us to produce 6 mainstage productions each season (September-June); increase the number of performances for each production from the current 8 or 9 to 12; improve the production (technical: such as sets, lights, sound, etc.) values for each production by having additional time and access to the stage; and allow us to add a Children's Theatre Camp in July or August.

We would also expect to make this space available to other organizations during the weekdays for non-M&M meetings (Rotary Club, youth organizations, etc.) since 99% of our utilization would be after 5 pm and on weekends. We are aware that Tigard now sorely lacks such meeting space.

M&M expects to have ~\$20,000 cash in our bank account by September, 2014 (we have \$16,000 as of this writing). We are asking for matching funds (\$20,000) from Tigard as part of Tigard's 2014 Community Events Funding.

We expect to use this \$40,000 as follows:

\$25,000 – Expense to build out a theatre in the rental space we select: seating, seat risers, stage, stage lighting, sound system, etc.

\$7,500 – Theatre rental during the transition phase as we build out the theatre and rehearse our 1<sup>st</sup> show in the new space.

\$7,500 – Contingency funds in case either of the above two expenses are underestimated or delayed.

I've included two scenarios that show that we can afford to do this. A reasonable expectation for a theatre is that it covers 70% of its budget through show income and 30% through donations and grants.

The Conservative Scenario assumes no rise in our ticket price (\$12 adult, \$10 seniors); only a slight increase in total audience per show (from 360 to 420); and no increase in our production budget from our current \$750 plus royalties. Under this scenario we would only have to raise less than 17% of our yearly budget (\$6965) through donations and other grants.

For the 70% Budget I decreased the audience size and increased the theatre rental cost (the two largest and most uncertain variables) and we would only have to raise an additional \$13,070.

We believe both scenarios severely underestimate the additional audience support and donation / grant support that M&M would achieve by having its own full-time theatre space.

Assumptions:	CONSERVATIVE		70% BUDGET	
Average Ticket Price:	\$10.25		\$10.25	
Average Audience Size:	35		30	
Number of Shows:	6		6	
Number of Performances Per Show:	12		12	
Royalty Per Performance:	\$100.00		\$100.00	
Production Budget Per Show:	\$750.00		\$750.00	
Concession Income Per Performance:	\$25.00		\$25.00	
Theatre Rent (NNN+) Per Month:	\$2,500.00		\$2,650.00	
Number of Paid Members:*	50		50	
Yearly Membership Dues:	\$30.00		\$30.00	
Expected Donations From Current Members	\$1,000.00		\$1,000.00	
INCOME:				
Income Per Performance:				
Tickets (Avg Tkt \$ x Avg Aud Size)	\$358.75		\$307.50	
Concessions:	\$25.00		\$25.00	
Subtotal:	\$383.75		\$332.50	
Income Per Show Run (Income/Performance x # of performances):	\$4,605.00		\$3,990.00	
Total Show Income (Income/Show x # of Shows):		\$32,235.00		\$27,930.00
Membership Income (# Paid Members x Member Dues):*		\$1,500.00		\$1,500.00
Expected Donations From Current Members:		\$1,000.00		\$1,000.00
TOTAL INCOME PER YEAR:		\$34,735.00		\$30,430.00
EXPENSES:				
Production Expenses Per Show (# of performances x royalty + production budget):	\$1,950.00		\$1,950.00	
Production Expenses Per Season:		\$11,700.00		\$11,700.00
Theatre Rental Per Year:		\$30,000.00		\$31,800.00
TOTAL EXPENSES PER YEAR:		\$41,700.00		\$43,500.00
NET INCOME:		(\$6,965.00)		(\$13,070.00)
NET INCOME AS PERCENT OF BUDGET:		16.70%		30.05%

\* (NOTE: there is no cost to participate in M&M activities. Dues paying members are allowed to vote for leadership positions, plays to produce and other group activities.)

3. How will this event benefit the Tigard Community?

Mask & Mirror Community Theatre provides:

- a creative outlet for participants at no cost to them;
- an enhanced cultural literacy for our patrons through exposure to live theatre;
- an increased traffic flow to and from the theatre on performance, rehearsal and meeting nights (over 250 nights per year with our own full-time theatre space), resulting in increased patronage at local restaurants and other businesses;
- increased patronage for local businesses as we buy and build sets, props and costumes;
- a source for entertainment at events hosted by other city organizations;
- an available meeting area for weekday use (99% of the theatre's use is after 5 pm weekdays and on weekends)
- the addition of a new Children's Theatre Camp, a badly needed summer youth activity for Tigard's children.

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

We currently have approximately 675 head-of-family names with Tigard addresses in our database of those who have attended or expressed interest in attending our events, giving an estimate of over 1000 Tigard residents. We estimate we will draw at least triple that amount from the increased activity generated by having our own theatre space and an increased number of performances. We will also draw additional Tigard participants who enjoy our other public performances such as those at the Tigard Festival of Balloons, Holiday Caroling, Tigard Street Fair, Library Readings, and other events. We anticipate well over 4000 Tigard residents participating in Mask & Mirror Community Theatre activities.

5. Please submit the following information with this request:

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.

Mask & Mirror Annual Budget vs Actual 2013		
	BUDGET	ACTUAL
INCOME		
Grants and Awards	3,000.00	6,300.00
Direct Public Support	3,000.00	895.18
Show Ticket Revenue*	9,450.00	9,751.03
Concession Sales	1,000.00	720.95
Member Dues	1,000.00	868.00
Other income	1,000.00	382.00

TOTAL INCOME	18,450.00	18,917.16
EXPENSES		
Show Expenses		
Royalties	800.00	1,407.60
Advertising	3,000.00	75.00
Show Supplies	500.00	267.45
Costumes	1,000.00	753.16
Set Construction	1,000.00	676.51
Stage Rental	4,000.00	6,000.00
Food		262.57
Printing and Posters	500.00	987.87
	10,800.00	10,430.16
Traveling Thespians		
Props	-	72.93
Costumes	-	103.55
Other	-	67.40
	1,500.00	243.88
Operations		
Storage Rent	2,000.00	1,324.36
Stage Supplies	500.00	151.16
Dues & Subscriptions	150.00	201.50
Licenses & Permits	-	61.52
Books and References	-	22.24
Merchant Fees	-	27.05
Postage	500.00	21.48
Printing	-	130.08
Sound and Lighting	500.00	-
Supplies	1,000.00	1,370.02
	4,650.00	3,309.41
Other		
Insurance	500.00	402.00
Other	300.00	3.25
	800.00	405.25
TOTAL EXPENSES	17,750.00	14,388.70
Interest Income-Savings	-	19.86

NET INCOME	700.00	4,548.32
*Ave. of \$10 ticket per person		
3 shows, 9 performances each, average of 35 paying audience per performance		
Mask & Mirror Community Theatre has no paid employees.		

b. Audit report or financial statements for the last fiscal year.

Balance Sheet - Dec 31, 13				
<b>ASSETS</b>				
	<b>Current Assets</b>			
		<b>Checking/Savings</b>		
			<b>Home Street Bank Checking</b>	14,525.03
			<b>Columbia Checking</b>	1,421.80
		<b>Total Checking/Savings</b>		15,946.83
	<b>Total Current Assets</b>			15,946.83
<b>TOTAL ASSETS</b>				<b>15,946.83</b>
<b>LIABILITIES &amp; EQUITY</b>				
	<b>Equity</b>			
		<b>Unrestricted Net Assets</b>		11,398.51
		<b>Net Income</b>		4,548.32
	<b>Total Equity</b>			15,946.83
<b>TOTAL LIABILITIES &amp; EQUITY</b>				<b>15,946.83</b>

Profit and Loss 2013 - Jan - Dec 13				
	<b>Ordinary Income/Expense</b>			
		<b>Income</b>		
			<b>Grant Income</b>	
			<b>City of Tualatin</b>	300.00
			<b>City of Tigard</b>	6,000.00
			<b>Total Grant Income</b>	6,300.00
			<b>Direct Public Support</b>	
			<b>Corporate Contributions</b>	31.43

				<b>Individual, Business Contributions</b>	863.75
			<b>Total Direct Public Support</b>		895.18
			<b>Membership Dues</b>		868.00
			<b>Show Income</b>		
				<b>Season Ticket Holders</b>	152.00
				<b>Show Sponsor Income</b>	510.00
				<b>Concession Income</b>	720.95
				<b>Ticket Sales</b>	9,089.03
			<b>Total Show Income</b>		10,471.98
			<b>Other Types of Income</b>		
				<b>DVD Sales</b>	46.00
				<b>PhotoBooks</b>	336.00
			<b>Total Other Types of Income</b>		382.00
		<b>Total Income</b>			18,917.16
		<b>Expense</b>			
			<b>Traveling Thespians</b>		
				<b>Props</b>	72.93
				<b>Costumes</b>	103.55
				<b>Traveling Thespians - Other</b>	67.40
			<b>Total Traveling Thespians</b>		243.88
			<b>Operations</b>		
				<b>Storage Rent</b>	1,324.36
				<b>Membership Dues</b>	201.50
				<b>Stage Supplies</b>	151.16
				<b>Licenses and Permits</b>	61.52
				<b>Books, Subscriptions, Reference</b>	22.24
				<b>Merchant Service Fees</b>	27.05
				<b>Postage, Mailing Service</b>	21.48
				<b>Printing and Copying</b>	130.08
				<b>Supplies</b>	1,370.02
			<b>Total Operations</b>		3,309.41
			<b>Other Types of Expenses</b>		
				<b>Insurance - Liability, D and O</b>	402.00
				<b>Other Costs</b>	3.25
			<b>Total Other Types of Expenses</b>		405.25
			<b>Show Expenses</b>		

				<b>Meals</b>	158.78
				<b>Royalties for Scripts Usage</b>	1,407.60
				<b>Advertising</b>	75.00
				<b>Concessions Costs</b>	88.00
				<b>Show Supplies</b>	267.45
				<b>Set Construction</b>	676.51
				<b>Stage Rental</b>	6,000.00
				<b>Food</b>	15.79
				<b>Costumes</b>	753.16
				<b>Printing for Show</b>	829.87
				<b>Posters</b>	158.00
			<b>Total Show Expenses</b>		10,430.16
		<b>Total Expense</b>			14,388.70
	<b>Net Ordinary Income</b>				4,528.46
	<b>Other Income/Expense</b>				
		<b>Other Income</b>			
			<b>Interest-Savings, Short-term CD</b>		19.86
		<b>Total Other Income</b>			19.86
	<b>Net Other Income</b>				19.86
<b>Net Income</b>					<b>4,548.32</b>

- c. Articles of Incorporation.\* - **Submitted in 2013**
- d. 501(c)(3) status.\* - **Submitted in 2013**
- e. Organization Bylaws\* - **Submitted in 2013**

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

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

### **In-Kind Services-hours**

The only additional support we would ask from the City of Tigard is that you assign an appropriate person to help us navigate the rules, regulations, zoning requirements, safety requirements, fire regulations, etc. that we would be faced with in selecting a rental facility in Tigard and building a theatre in it. We have smart people, and we have people who can build things – but we don't have knowledge of these kinds of permitting and zoning issues.

COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

Event Name: Chinook Cup  
Address: 136285 SW 85<sup>th</sup> Suite #401  
City, State, Zip: Tigard, OR 97280  
Contact Name: Paul Slover  
Telephone Number: 503-488-0042  
E-mail address: slovedog@comcast.net

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

Cash	\$ 3,000.00
In-Kind Services-hours (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	<u>2,000.00</u>
<b>Total Request</b>	\$ 5,000.00

2. **Purpose of Funding Request:** The purpose of this request is to help our non-profit youth sports program operate our largest fund raiser at ~~our~~ profit. This program benefits the children of Tigard to live a healthy and high quality lifestyle.
3. **How will this event benefit the Tigard Community?** Keeps our children active.

4. **How many Tigard residents do you anticipate participating in this event (or these events)?** The chinook Cup brings people into the community to spend dollars on restaurants, hotels, gas, fast food and entertainment. The \$ brought into the community correlate to several hundred thousand.

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

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

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

# Chinook Cup 2013

Aug 9-11/2013

Expenses		Revenue	
Lo Fields			
Cook Fields	\$ 3,000.00	Registrations	\$ 77,740.00
TuHS field	\$ 1,460.00	Soccer Loco	
consulting	\$ 1,500.00	Paradise Shaved Ice	\$ 625.00
refs	\$ 13,823.50	Clif Bars	
ref assignor	\$ 1,962.50	Sales	\$ 535.00
software	\$ 360.00		
Port o Lets	\$ 1,664.00		
Pride Disposal	\$ 186.00		
Workers	\$ 1,310.00		
Tent rental	\$ 476.00		
Check inDemosphere	\$ 994.00		
champions/sales tee's	\$ 5,073.00		
Trophies/medals	\$ 1,256.75		
Insurance	\$ 700.00		
pins	\$ 2,380.00		
	<b>\$ 33,145.75</b>		<b>\$ 78,900.00</b>
Revenue	\$ 78,900.00		
Expenses	\$ 33,145.75		
Tournament Net	<b>\$ 45,754.25</b>		

Budget for Chinook Cup 2014 August 8,9 & 10

<b>Expenses</b>		<b>Revenue</b>
Fields	2200	Registrations 78000
Cook Park	3000	retail items 1200
consulting	1700	TOTAL 79200
referees	14000	
ref assignor	2000	
softward	400	
port 0 Lets	1700	
Pride Disposal	200	
workers	1400	
Tent rental	476	
Demosphere	1000	
TEE shirts	5250	
trophies	1300	
insurance	800	
pins	2400	
TOTAL	37826	
<b>Revenue</b>	79200	
<b>Expenses</b>	37826	
<b>Director fees</b>	<u>3000</u>	
<b>Net Revenue</b>	<u>\$ 38,374.00</u>	

The Major Revenue source is team registrations for the tournament: We will average 150 teams for the weekend at and average \$520 team registration.

The Major Expense is referees: \$14,000. for 3 days of games.

The Chinook Cup has one Designated Director: or Authorize position.

Because Southside Soccer Club is a Tigard Centric program our numbers have dropped which effects our financial position. Five years ago Southside Soccer Club incorporated Tualatin and Sherwood. This is no longer the Case. Consequently this tournament is more significant than ever and it is also smaller than ever. We used to average 400 teams we now anticipate 150 teams.

The Recreation program is now named Tigard Youth Soccer and as a Tigard youth sports program we need the support of a grant more than ever.

COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

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

1. Request (express in whole dollar amounts only)

Cash	\$ 18,070.00
In-Kind Services-hours (use of city property, city staff support, etc. Please explain the services requested on a separate sheet)	~ 1,600.00
Total Request	~ \$ 19,670.00

2. Purpose of Funding Request:

See letter attached

3. How will this event benefit the Tigard Community?

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

5. Please submit the following information with this request:

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

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

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

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

January 24, 2014

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

Dear Mr. LaFrance,

The Board of Directors of Tigard 4th of July, Inc., a Non Profit Corporation (Reinstatement Application Pending)\*, submit this letter with enclosures as our Funding Request for the Fiscal Year 2014 - 2015.

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

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

COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

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

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See letter attached

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

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

January 24, 2014

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

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- (5) As with item (4), the Board of Directors feel that our success for twenty seven years, and the records we have kept, demonstrate an ability to reach our goals and keep within reasonable budget commitments.
- (6) Financial Statements are annually prepared and submitted.

Toby LaFrance  
City of Tigard  
January 24, 2014  
Page 2

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

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

**Last year, the City of Tigard approved an award of \$ 15,000.00 for the 2013/2014 fiscal year. We did not receive a supplemental allowance of \$ 2,070.00 for insurance coverage. We took a total draw on the current budget account in July of 2013.**

For the fiscal year 2014/2015, the Board of Directors of Tigard 4<sup>th</sup> of July, Inc. **requests \$ 16,000.00** in contribution from the City of Tigard **plus approximately \$ 2,070.00** to assist with insurance costs we are incurring. In recent years the costs have increased, other public/private support has been increasingly difficult to obtain, and the City's insurance carrier no longer allows for the event to be insured as a City event.

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

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

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

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

Toby LaFrance  
City of Tigard  
January 24, 2014  
Page 3

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

Sincerely,



Ron Royse  
President  
RR/dbm

Enclosures

CC: Board Members

**\*Reinstatement Application Pending:**

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

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

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

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

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

TIGARD 4TH OF JULY, INC.

Statement of Assets, Liabilities, & Fund Balance (Unaudited) December 31, 2013

	Current 12 Mo. Period	Year To Date
<b>1000 ASSETS</b>		
1450 Cash - Non Interest Bearing		
1451 Petty Cash	0.00	0.00
1452 General Checking Account	430.41	430.41
1460 Savings & Temp. Investments		
1461 Savings	0.00	0.00
1470 Accounts Receivable		
1471 Accounts Receivable	0.00	0.00
1476 (Uncollectable Allowance)	0.00	0.00
1480 Pledges Receivable		
1481 Pledges Receivable	0.00	0.00
1486 (Uncollectable Allowance)	0.00	0.00
1490 Grants Receivable		
1491 Grants Receivable	0.00	0.00
1500 Recievables from Related Parties		
1501 Receivables from Directors	0.00	0.00
1510 Other Receivables		
1511 Notes Receivable	0.00	0.00
1516 (Uncollectable Allowance)	0.00	0.00
1520 Inventories For Sale or Use		
1521 Inventories For Sale or Use	0.00	0.00
1530 Prepaid Expenses / Deferred Charges		
1531 Prepaid Expenses	0.00	0.00
1540 Investments - Securities		
1550 Investments - Assets		
1560 Investments - Other		
1570 Equipment		
1571 Equipment	0.00	0.00
1576 (Accumulated Depreciation)	0.00	0.00
1580 Other Assets		
	-----	-----
<b>TOTAL ASSETS</b>	<b>430.41</b>	<b>430.41</b>
<b>2000 LIABILITIES</b>		
2600 Accounts Payable & Accrued Exp		
2601 Accounts Payable	0.00	0.00
2610 Grants Payable		
2611 Grants Payable	0.00	0.00
2620 Revenue Designated (Future Per.)		
2621 Revenue Designated	0.00	0.00
2630 Loans from Related Parties		
2631 Loans from Directors	0.00	(45.66)
2640 Mortgages/Notes Payable		
2641 Notes Payable	0.00	0.00
2650 Other Liabilities		
2651 Other Liabilities	0.00	0.00
	-----	-----
<b>Total Liabilities</b>	<b>0.00</b>	<b>(45.66)</b>

Statement of Assets, Liabilities, & Fund Balance (Unaudited) December 31, 2013

	Current 12 Mo. Period	Year To Date
<b>3000 FUND BALANCES</b>		
3670 Current Funds		
3671     Unrestricted Funds	0.00	0.00
3676     Restricted Funds	0.00	0.00
3680 Equipment Fund		
3690 Endowment Fund		
3700 Other Fund		
3710 Capital Stock or Trust Principal		
3711     Capital Stock	0.00	0.00
3720 Paid In or Capital Surplus		
3730 Retained Earnings / Accumulated Income		
3731     Retained Earnings     > 01/01/2013	0.00	45.66
3732     Current Earnings     > 12/31/2013	(430.41)	(430.41)
	-----	-----
<b>Total Fund Balance</b>	<b>(430.41)</b>	<b>(384.75)</b>
	-----	-----
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>(430.41)</b>	<b>(430.41)</b>
	0.00	0.00

Footnote:     Tigard Music Donation ?     Not recorded

Footnote:     Arrow Mechanical Donation ?     Not recorded

Footnote:     Tigard Grant Pending     0.00

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

December 31, 2013

	Current 12 Mo. Period	Year To Date
<b>4000 INCOME</b>		
4010 Contributions, Gifts, Grants		
4011 Direct Public Support	(321.00)	(321.00)
4012 Indirect Public Support	0.00	0.00
4013 Government Grants	(15,000.00)	(15,000.00)
4020 Program Service Revenue		
4030 Membership Dues / Assessments		
4040 Interest Earnings		
4050 Dividends / Interest on Securities		
4060 Net Rental Income		
4061 Gross Rents	0.00	0.00
4066 Rental Expenses	0.00	0.00
4070 Other Investment Income		
4080 Gain / Loss from Sale of Assets		
4081 Gross Sale Amount	0.00	0.00
4086 Cost / Expense	0.00	0.00
4090 Fundraising Events		
4091 Gross Revenues	0.00	0.00
4096 Direct Expenses	0.00	0.00
4100 Gross Profit from Sales		
4101 Gross Sales Less Returns	0.00	0.00
4106 Cost of Goods Sold	0.00	0.00
4107 Cost of Goods Sold	0.00	0.00
4108 Cost of Goods Sold - Permit	0.00	0.00
4110 Other Revenue		
	-----	-----
<b>Total Revenue</b>	<b>(15,321.00)</b>	<b>(15,321.00)</b>
<b>6000 EXPENSES</b>		
6130 Program Service Expenses		
6131 Tigard 4th Celebration	14,433.50	14,433.50
6140 Management & General Expenses		
6141 Bank Service Charges	136.09	136.09
6142 Miscellaneous - Government	321.00	321.00
6150 Fundraising Expenses		
6151 Miscellaneous	0.00	0.00
6160 Payments to Affiliates		
	-----	-----
<b>Total Expense</b>	<b>14,890.59</b>	<b>14,890.59</b>
	-----	-----
<b>(Excess) or Deficit</b>	<b>(430.41)</b>	<b>(430.41)</b>

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

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

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

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

2. **Purpose of Funding Request:**

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

Funds will be used to:

- Support staff efforts
- Increase marketing to improve the connection of the community to the market
- Do healthy food demonstrations
- Support our Market Sprouts Program. A program to bring fresh fruits and veggies to children.

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

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

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

- Provide broad access to fresh produce and artisan items, including to our residents who may be disabled.
- Through the SNAP/EBT (food stamp) match we were able to help our Tigard area citizens stretch their food budgets. Our patrons were able to buy more fresh local fruits and vegetables for themselves and their families.
- The market supports community feeling of Tigard: A Place to Call Home. Our goal is to communicate the benefits of buying local fresh produce:

- Local foods are fresher and taste better
- Local foods are seasonal
- Local foods usually have less environmental impact
- Local foods preserve green space and farm land
- Local foods promote food safety
- Local foods support our local economy
- Local foods promote variety
- Local foods create community

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

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

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

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

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

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

Event Name: Tigard Bull Mountain Farmers Market

Address: 4389 SW Pacific Hwy

City, State, Zip: Tigard, Oregon 97223

Contact Name: Sean Mathews

Telephone Number: 503 804 7642

E-mail address: mathewss@tbfm.org

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

**Cash** \$4,000.00

**In-Kind Services-hours** (use of City property, City staff support, etc. Please explain the services requested on a separate sheet) \$0.00

**Total Request** \$4,000.00

2. **Purpose of Funding Request:**

Funding of \$4,000.00 will allow the following:

- \* Supplies for kids planting a seed day.
- \* Educational puppet shows for the kids ( in 2013 we had 2 shows we would like to have several more )
- \* Demonstrators for food preparation and preservation as well as supplies for the demonstrations

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

In 2014 the Tigard Bull Mountain Farmers Market (TBMFM) will be expanding its youth and citizen education efforts to encourage healthy eating, food preservation and household cultivation of edible and non edible plants. We will be offering regular events for kids and adults including but not limited to kids planting seeds and taking them home, food preparation of produce that is in season and preserving foods for the winter canning and proper storage of foods to maximize the shelf life.

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

In 2013 we had had as many as 50-100 kids and adults participate in our regular events. We expect to expand upon this in 2014 and are estimating 100-200 per week out of the 2000 visitors we have every week

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

- a. Most recent annual budget compared with the prior year's actual revenues and expenditures. The Budget should identify the period to which it applies, beginning and ending balances, major revenue sources, major expenditure categories, and number of authorized positions.
- b. Audit report or financial statements for the last fiscal year.
- c. Articles of Incorporation.\*
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**TIGARD BULL MOUNTAIN FARMER'S MARKET**

**2014 PROJECTED INCOME AND EXPENSE**

**VENDOR SPACE INCOME**

30 VENDORS	\$22,500.00
35 VENDORS	\$26,250.00
40 VENDORS	\$30,000.00

**EXPENSES:**

<b>CONTRACT LABOR:</b>	
BENSON COOK, LLC	\$7,630.00
BENSON COOK, LLC SIGN WAVERS	\$2,500.00
TONY HENDERSON/ BIFFY	\$4,375.00
VOLUNTEER EXPENSE, INCLUDING MUSIC	\$1,250.00

ADVERTISING	\$5,000.00
MARKET SUPPLIES	\$1,000.00
POSTAGE	\$100.00
AUTO EXPENSE	\$600.00
MERCHANT SERVICES	\$800.00
ACCOUNTING- TAX SERVICES	\$500.00

**TOTAL      \$23,755.00**

**EVENTS:**

STRAWBERRY SHORTCAKE	\$100.00
PEACH COBBLER	\$200.00
POTATOE DAY	\$1,400.00
CHILDRENS DAY	\$400.00
PUPPET SHOW	\$1,250.00
CHEF	\$300.00

**EVENTS      TOTAL      \$3,650.00**

4:08 PM  
02/13/14  
Cash Basis

**Bull Mountain Farmers Market LLC**  
**Profit & Loss**  
**January through December 2013**

	<u>Jan - Dec 13</u>
Ordinary Income/Expense	
Income	
Space Rental Income	17,244.00
Tokens Income	685.21
Total Income	<u>17,929.21</u>
Cost of Goods Sold	
Merchant Account Fees	659.36
Total COGS	<u>659.36</u>
Gross Profit	17,269.85
Expense	
Advertising & Promotion	
Newspaper Advertisement	4,400.00
Puppeteer	500.00
Sign Wavers	2,218.00
Signage	535.00
Total Advertising & Promotion	<u>7,653.00</u>
Bank Service Charges	14.00
Dues & Memberships	115.00
Insurance Expense	600.00
Licenses	82.50
Office Supplies	64.47
Postage	23.20
Printing & Reproduction	111.63
Professional Fees	11,700.00
Reconciliation Discrepancies	5.00
Repairs and Maintenance	130.97
Safety Equipment	884.40
Supplies	704.91
Vendors Meeting	153.61
Total Expense	<u>22,242.69</u>
Net Ordinary Income	<u>-4,972.84</u>
Net Income	<u><u>-4,972.84</u></u>

COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

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

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

**Cash**

\$20,000.<sup>00</sup>

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

\$165,000.<sup>00</sup>

**Total Request**

\$85,000.<sup>00</sup>

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

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

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

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

Approximately 20,000

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

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

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

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

Cindy Padilla

Print Name of Preparer

Cpadilla

Signature of Preparer

2/13/15

Date

8:21 AM  
 02/20/14  
 Cash Basis

**Tigard Festival of Balloons, Inc.**  
**Profit & Loss**  
 January through December 2013

	<u>Jan - Dec 13</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Admissions Revenue	78,246.37
Parking Revenue	26,719.59
Shuttle Revenue	5,798.58
Field Merchant Revenue	32,488.91
Soccer Tourney Revenue	28,020.00
Football Clinic Revenue	79.70
Carnival Revenue	20,224.96
Balloons Revenue	3,000.00
Car Show Revenue	3,467.62
Corporate Events Revenue	13,232.69
Sponsorships Revenue	29,601.00
Food & Beverage	481.50
5K Run Revenue	1,488.00
<b>Total Income</b>	<u>242,848.92</u>
<b>Cost of Goods Sold</b>	
Admissions Costs	9,202.28
Parking Costs	18,116.06
Shuttle Costs	4,593.00
Soccer Tourney Costs	25,488.00
Wristband Day Costs	780.00
Balloon (Pilot) Costs	22,336.71
Car Show Costs	2,657.44
Corporate Events Costs	10,901.69
<b>Total COGS</b>	<u>94,075.18</u>
<b>Gross Profit</b>	148,773.74
<b>Expense</b>	
Advertising - Festival	8,009.40
Bank & Merchant Fees	1,723.88
Dues & Subscriptions	225.00
Equipment Rental and Maint	1,695.00
Event Staff (Temp)	4,930.00
Food and Beverage	19.25
Insurance Expense	10,497.00
Licenses, Permits, Misc Taxes	135.00
Lighting	1,070.00
Office Supplies	28.98
Mileage	52.64
Misc Expenses	197.50
Port-A-Potties	4,436.50
Professional Fees	47,682.45
Shirts & Clothing	575.20
Signs - Festival	3,272.48
Storage	2,922.30
Telephone & Internet	1,248.00
Tents and Staging	15,912.58
VIP Tent - Meals, Drinks Etc	2,253.70
<b>Total Expense</b>	<u>106,886.86</u>
<b>Net Ordinary Income</b>	41,886.88
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	155.50
Interest Earned	2.66
<b>Total Other Income</b>	<u>158.16</u>
<b>Other Expense</b>	
Returned Check Charges	-12.00
<b>Total Other Expense</b>	<u>-12.00</u>
<b>Net Other Income</b>	<u>170.16</u>
<b>Net Income</b>	<u><u>42,057.04</u></u>

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

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 13, 2014

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

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

<b>Cash</b>	\$ 5,000
<b>In-Kind Services-hours</b> (use of City property, City staff support, etc. Please explain the services requested on a separate sheet)	_____
<b>Total Request</b>	\$ 5,000

2. **Purpose of Funding Request:**

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

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

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

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

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

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

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

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

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

**TLL EXPENSE**  
**Year Ending 9-30-13**

		2012 Budget (Ref)	2012 Actual	2013 Budget	Reforecast	2013 Actual
1.01.00	<b>Education</b>					
1.01.01	Baseball	\$1,500.00	\$1,510.00	\$2,000.00	\$2,000.00	\$1,150.00
1.01.02	Softball	\$2,000.00	\$2,279.00	\$3,000.00	\$1,500.00	\$1,180.00
1.01.03	Umpires - Baseball	\$100.00	\$0.00	\$100.00	\$200.00	\$200.00
1.01.04	First Aid Training		\$0.00	\$0.00		\$0.00
1.01.05	Positive Coaches Alliance		\$0.00	\$0.00		\$0.00
	<b>Total Education</b>	<b>\$3,600.00</b>	<b>\$3,789.00</b>	<b>\$5,100.00</b>	<b>\$3,700.00</b>	<b>\$2,530.00</b>
1.02.00	<b>Cook Park Fields</b>					
	Capital Equipment					
1.02.01	Dugouts and Bullpens	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
1.02.02	Dirt and Turface		\$0.00	\$0.00		\$0.00
1.02.025	Netting		\$0.00	\$1,000.00	\$1,000.00	\$0.00
	Misc. Equipment					
1.02.03	Railings		\$0.00	\$0.00		\$0.00
1.02.04	Bleachers (Cook 3 & 4)		\$0.00	\$0.00		\$0.00
1.02.05	Misc - Replacement		\$0.00	\$0.00		\$0.00
	Field Improvements					
1.02.06	Baseball (Cook 1 & 2)		\$0.00	\$0.00	\$5,000.00	\$5,555.31
1.02.07	Softball (Cook 3 & 4)	\$3,500.00	\$1,425.00	\$0.00	\$1,500.00	\$1,850.00
	<b>Total Cook Park Fields</b>	<b>\$4,000.00</b>	<b>\$1,425.00</b>	<b>\$1,500.00</b>	<b>\$8,000.00</b>	<b>\$7,405.31</b>
1.03.00	<b>Equipment</b>					
1.03.01	Baseball Equipment	\$3,800.00	\$4,311.93	\$5,000.00	\$7,200.00	\$7,287.96
1.03.02	Softball Equipment	\$2,000.00	\$1,032.00	\$1,500.00	\$1,800.00	\$3,279.22
1.03.03	Umpire Equipment		\$0.00	\$400.00		\$0.00
1.03.035	Field Equipment (Breakaway Bases)		\$0.00	\$0.00		\$0.00
1.03.04	Baseball-Bullpens		\$0.00	\$0.00		\$0.00
1.03.05	Softball-CFT		\$0.00	\$0.00		\$0.00
1.03.06	Softball-Metzger		\$0.00	\$0.00		\$0.00
	<b>Total Equipment</b>	<b>\$5,800.00</b>	<b>\$5,343.93</b>	<b>\$6,900.00</b>	<b>\$9,000.00</b>	<b>\$10,567.18</b>
1.04.00	<b>Field Maintenance-- Baseball</b>					
1.04.01	Bleachers		\$0.00	\$0.00		\$0.00
1.04.02	Chalk		\$0.00	\$0.00		\$0.00
1.04.03	Dirt		\$0.00	\$0.00		\$0.00
1.04.04	Fencing		\$0.00	\$0.00		\$0.00
1.04.05	Misc. Repairs	\$200.00	\$748.43	\$500.00	\$500.00	\$1,172.83
1.04.06	Tools	\$500.00	\$195.95	\$200.00	\$200.00	\$0.00
1.04.07	Fertilizer & Seed		\$0.00	\$0.00		\$0.00
1.04.08	Turf-MVP		\$0.00	\$0.00		\$0.00
1.04.09	Turf/Quick Dry/Chalk	\$2,200.00	\$3,071.48	\$3,200.00	\$3,700.00	\$2,254.65
1.04.10	Field Maintenance - Mary Woodward	\$500.00	\$109.94	\$100.00	\$2,100.00	\$0.00
1.04.11	Field Maintenance - Cook Park		\$0.00	\$0.00		\$0.00
	<b>Total Field Maintenance Baseball</b>	<b>\$3,400.00</b>	<b>\$4,125.80</b>	<b>\$4,000.00</b>	<b>\$6,500.00</b>	<b>\$3,427.48</b>

**TLL EXPENSE**  
**Year Ending 9-30-13**

1.05.00	<b>Field Maintenance--Softball</b>					
1.05.01	Chalk		\$0.00	\$0.00		\$0.00
1.05.02	Dirt		\$0.00	\$0.00		\$0.00
1.05.03	Misc-Repair		\$176.08	\$200.00	\$400.00	\$678.69
1.05.04	Fertilizer		\$0.00	\$0.00		\$0.00
1.05.05	Turface-MVP		\$0.00	\$0.00		\$0.00
1.05.05	Turface/Quick Dry/Chalk	\$1,000.00	\$945.00	\$1,000.00	\$1,300.00	\$0.00
1.05.10	Field Maintenance Mary Woodward		\$0.00	\$0.00	\$500.00	\$4,164.00
	<b>Total Field Maintenance Softball</b>	<b>\$1,000.00</b>	<b>\$1,121.08</b>	<b>\$1,200.00</b>	<b>\$2,200.00</b>	<b>\$4,842.69</b>
1.07.00	<b>Insurance</b>					
1.07.01	Additional Fields Insurance	\$181.80	\$181.80	\$200.00	\$200.00	\$193.92
1.07.02	Board & Volition		\$0.00	\$0.00		\$0.00
1.07.03	Crime	\$205.00	\$205.00	\$210.00	\$205.00	\$205.00
1.07.04	Liability	\$1,983.30	\$1,983.30	\$2,000.00	\$2,200.00	\$2,185.30
1.07.05	Player Insurance	\$1,920.00	\$1,920.00	\$2,000.00	\$2,000.00	\$1,827.00
	<b>Total Insurance</b>	<b>\$4,290.10</b>	<b>\$4,290.10</b>	<b>\$4,410.00</b>	<b>\$4,605.00</b>	<b>\$4,411.22</b>
1.08.00	<b>LL Charter Expense</b>	<b>\$976.00</b>	<b>\$1,024.00</b>	<b>\$1,024.00</b>	<b>\$950.00</b>	<b>\$1,000.00</b>
1.09.00	<b>Tigard Home Plate</b>					
1.09.01	Inventory	\$6,000.00	\$4,515.32	\$5,000.00	\$5,000.00	\$5,183.97
1.09.02	Equipment	\$200.00	\$132.10	\$200.00	\$200.00	\$0.00
1.09.03	Building Improvements	\$100.00	\$0.00	\$0.00		\$0.00
1.09.04	Special Sales		\$0.00	\$0.00		\$0.00
	<b>Total Tigard Home Plate</b>	<b>\$6,300.00</b>	<b>\$4,647.42</b>	<b>\$5,200.00</b>	<b>\$5,200.00</b>	<b>\$5,183.97</b>
1.10.00	<b>TLL Apparel Sales Expense</b>					
1.10.01	Baseball Apparel Sales	\$2,500.00	\$3,852.95	\$4,000.00	\$8,000.00	\$8,785.00
1.10.02	Softball Apparel Sales	\$1,000.00	\$481.00	\$500.00	\$1,000.00	\$980.30
1.10.03	Decal Sales		\$0.00	\$0.00		\$0.00
	<b>Total ApparelSales Expense</b>	<b>\$3,500.00</b>	<b>\$4,333.95</b>	<b>\$4,500.00</b>	<b>\$9,000.00</b>	<b>\$9,765.30</b>
1.11.00	<b>Umpire Expense</b>					
1.11.01	Baseball	\$8,000.00	\$10,635.00	\$11,000.00	\$11,000.00	\$7,678.75
1.11.02	Softball	\$3,400.00	\$3,392.00	\$3,500.00	\$3,500.00	\$2,462.50
1.11.03	Fall Ball	\$1,200.00	\$1,196.25	\$1,200.00	\$1,200.00	\$1,385.00
	<b>Total Umpire Expense</b>	<b>\$12,600.00</b>	<b>\$15,223.25</b>	<b>\$15,700.00</b>	<b>\$15,700.00</b>	<b>\$11,526.25</b>
1.12.00	<b>Cook Park Expansion</b>					
1.12.01	Land Purchase	\$0.00	\$0.00	\$0.00		\$0.00
1.12.02	Concession Improvements	\$16,148.14	\$16,148.14	\$13,330.02	\$15,000.00	\$15,354.61
	<b>Total Cook Park</b>	<b>\$16,148.14</b>	<b>\$16,148.14</b>	<b>\$13,330.02</b>	<b>\$15,000.00</b>	<b>\$15,354.61</b>

**TLL EXPENSE**  
**Year Ending 9-30-13**

1.13.00	<b>Room Rentals</b>					
1.13.01	Baseball	\$1,000.00	\$1,249.25	\$1,500.00	\$1,500.00	\$2,311.75
1.13.02	Softball	\$1,500.00	\$903.00	\$1,500.00	\$1,500.00	\$669.50
1.13.03	Baseball Tryouts	\$200.00	\$200.00			\$0.00
1.13.04	Softball Tryouts		\$0.00			\$0.00
1.13.05	Board Meetings		\$0.00	\$0.00		\$313.50
1.13.06	Storage	\$6,200.00	\$6,486.00	\$6,800.00	\$6,000.00	\$5,455.97
1.13.07	CPR Training		\$0.00	\$0.00		\$0.00
	<b>Total Room Rental</b>	<b>\$8,900.00</b>	<b>\$8,838.25</b>	<b>\$9,800.00</b>	<b>\$9,000.00</b>	<b>\$8,750.72</b>
1.14.00	<b>Utilities</b>					
1.14.01	Alarm Service		\$0.00	\$0.00		\$0.00
1.14.02	Garbage Collection		\$0.00	\$0.00		\$0.00
1.14.03	Sanitation Removal	\$3,800.00	\$2,870.83	\$3,000.00	\$3,000.00	\$2,817.21
1.14.04	Telephone	\$450.00	\$466.67	\$500.00	\$500.00	\$504.60
1.14.05	Electric Cook Park		\$0.00	\$0.00		\$0.00
	<b>Total Utilities</b>	<b>\$4,250.00</b>	<b>\$3,337.50</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>	<b>\$3,321.81</b>
1.15.00	<b>Operation Expenses</b>					
1.15.01	Sponsorship Expense	\$1,200.00	\$2,043.45	\$1,500.00	\$1,500.00	\$1,155.00
1.15.02	Postage	\$300.00	\$234.00	\$300.00	\$300.00	\$186.67
1.15.03	Printing	\$800.00	\$549.51	\$700.00	\$700.00	\$396.70
1.15.04	Awards & Pins		\$762.00	\$500.00	\$500.00	\$752.00
1.15.05	Books	\$175.00	\$255.00	\$300.00	\$250.00	\$234.53
1.15.06	Web Site	\$4,000.00	\$3,564.85	\$4,000.00	\$4,000.00	\$4,005.34
1.15.07	Opening Day Supplies	\$200.00	\$177.86	\$300.00	\$300.00	\$339.88
1.15.08	Admin. Supplies	\$750.00	\$344.21	\$500.00	\$500.00	\$519.09
1.15.09	Registration Supplies	\$500.00	\$523.02	\$500.00	\$500.00	\$247.23
1.15.10	Safety Supplies	\$1,000.00	\$964.00	\$1,000.00	\$1,000.00	\$385.00
1.15.11	Cartography		\$0.00	\$0.00	\$0.00	\$0.00
1.15.12	CT 12 Tax Report	\$125.00	\$126.00	\$150.00	\$150.00	\$158.00
1.15.13	Board Meeting Expense	\$50.00	\$0.00	\$200.00	\$200.00	\$427.32
1.15.14	Petty Cash	\$200.00	\$200.00	\$300.00	\$300.00	\$300.00
1.15.15	Visa/MC Processing Fee	\$2,800.00	\$2,283.61	\$3,000.00	\$3,000.00	\$3,081.54
1.15.16	Bad Check Expense	\$50.00	\$0.00	\$200.00	\$200.00	\$0.00
1.15.17	Banking Fees	\$50.00	\$20.00	\$100.00	\$100.00	\$0.00
1.15.18	Background Checks	\$150.00	\$61.00	\$150.00	\$150.00	\$134.00
	<b>Total Ops Expenses</b>	<b>\$12,350.00</b>	<b>\$12,108.51</b>	<b>\$13,700.00</b>	<b>\$13,650.00</b>	<b>\$12,322.30</b>
1.16.00	<b>Contributions</b>					
1.16.01	Alpenrose World Series/Regional Tour	\$250.00	\$0.00	\$200.00	\$200.00	\$0.00
1.16.02	Service Awards	\$600.00	\$734.17	\$400.00	\$400.00	\$350.00
1.16.03	Registration Drawing		\$0.00	\$0.00		\$0.00
1.16.04	Fountain Memorial	\$0.00	\$0.00	\$200.00	\$200.00	\$0.00
1.16.05	Tryouts Contribution		\$0.00	\$0.00		\$0.00
	<b>Total Contributions</b>	<b>\$850.00</b>	<b>\$734.17</b>	<b>\$800.00</b>	<b>\$800.00</b>	<b>\$350.00</b>

**TLL EXPENSE**  
**Year Ending 9-30-13**

1.17.00	<b>Tournament Fees</b>					
1.17.01	Baseball Post Season	\$3,500.00	\$4,461.25	\$5,000.00	\$5,000.00	\$4,028.00
1.17.02	Softball Tournaments	\$1,500.00	\$1,895.00	\$2,200.00	\$2,200.00	\$1,778.00
1.17.03	9/10 District 4 Honors Tournament	\$100.00	\$475.49	\$500.00	\$500.00	\$606.35
1.17.04	Post Season Team Expenses	\$1,200.00	\$1,814.98	\$2,000.00	\$2,000.00	\$0.00
	<b>Total Tournament Fees</b>	<b>\$6,300.00</b>	<b>\$8,646.72</b>	<b>\$9,700.00</b>	<b>\$9,700.00</b>	<b>\$6,412.35</b>
1.18.00	<b>Uniforms</b>					
1.18.01	Baseball					
1.18.011	A	\$4,200.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00
1.18.012	AA	\$4,000.00	\$0.00	\$6,000.00	\$5,000.00	\$2,732.80
1.18.013	AAA	\$5,600.00	\$25,035.25	\$6,500.00	\$5,000.00	\$24,003.60
1.18.014	Majors	\$3,800.00	\$0.00	\$4,500.00	\$5,000.00	\$0.00
1.18.02	Pee Wee	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00	\$0.00
1.18.03	Softball					
1.18.031	A	\$2,500.00	\$0.00	\$2,500.00	\$1,905.00	\$0.00
1.18.032	AA	\$3,000.00	\$7,243.48	\$2,500.00	\$1,976.00	\$0.00
1.18.033	AAA	\$3,000.00	\$0.00	\$2,500.00	\$1,977.00	\$7,323.45
1.18.034	Majors/JV	\$1,000.00	\$0.00	\$1,000.00	\$1,465.00	\$0.00
1.18.04	Baseball Post Season	\$2,000.00	\$2,510.00	\$2,800.00	\$3,000.00	\$2,501.70
1.18.05	Softball Post Season	\$2,000.00	\$932.00	\$1,200.00	\$1,200.00	\$371.25
1.18.06	Patches	250.00	\$0.00	\$100.00	\$100.00	\$0.00
1.18.07	Umpire Shirts		\$199.80	\$200.00	\$200.00	\$0.00
	<b>Total Uniforms</b>	<b>\$35,350.00</b>	<b>\$35,920.53</b>	<b>\$38,800.00</b>	<b>\$35,823.00</b>	<b>\$36,932.80</b>
1.19.00	<b>Scholarship Expense</b>	<b>\$6,000.00</b>	<b>\$5,600.00</b>	<b>\$7,000.00</b>	<b>\$7,000.00</b>	<b>\$6,238.50</b>
1.20.00	<b>Cook Park Payment Appropriation</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
1.30.00	<b>Capital Improvement Appropriation</b>	<b>\$7,975.76</b>	<b>\$1,755.10</b>	<b>\$6,630.98</b>	<b>\$8,000.00</b>	<b>\$11,487.52</b>
	<b>Total Expenses</b>	<b>\$143,590.00</b>	<b>\$138,412.45</b>	<b>\$152,795.00</b>	<b>\$167,328.00</b>	<b>\$161,830.01</b>

**COMMUNITY EVENTS FUNDING REQUEST**

Due: February 13, 2014

Event Name: Tigard Safety Town  
Address: PO Box 230726  
City, State, Zip: Tigard, OR 97281-0726  
Contact Name: Andrea Nichols  
Telephone Number: 503-684-6621  
E-mail address: andreaknichols@yahoo.com

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

**Cash** \$4,000

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

**Total Request** \$4,000

2. **Purpose of Funding Request:**

*See attached*

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

*See attached*

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

*See attached*

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

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

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

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

## Community Events Funding Request – Tigard Safety Town

- 1- The purpose of the funding request is to help maintain a relatively low cost program for participants. Tigard Safety Town is dedicated to providing a quality program that is affordable for families. In 2011 and 2012 the cost to operate Tigard Safety Town increased. We would like to use the city funds to offset the recent increase in charges we have incurred from the Tigard Tualatin School District for the use of Mary Woodward Elementary.
- 2- Tigard Safety Town benefits the Tigard community by providing safety instruction to kindergarteners and first graders. Safety Town is a nine day program that teaches children ages 5 and 6 about safety through the use of live speakers, films, art projects, music and hands on activities such as riding Kett Cars in our own little Safety Town. Children learn about bicycle, pedestrian, water, home, fire, electrical, and personal safety. The community based, volunteer program partners with organizations such as the Tigard Police Department, Tualatin Valley Fire Department, PGE, and Poison Prevention to provide meaningful safety instruction to young children. In addition to providing safety instruction to incoming kindergarteners and incoming first graders, we provide service opportunities for middle school students. Approximately 20 middle school students are interviewed and trained by our certified teachers to serve as students instructors. Many of the student instructors participated in Tigard Safety Town as 4-6 year olds and return to serve other children. In 2012 Tigard Safety Town celebrated its 40<sup>th</sup> year serving the children and youth in our community. Tigard Safety Town is coordinated each year by a committed group of parent volunteers who serve on the Board of Directors.
- 3- We anticipate 170 Tigard residents will participate in the program.
- 4- Supplemental financial information. Tigard Safety Town has been saving and planning for capital improvements. We also carry a balance in the event that unexpected expenses arise as they did recently with the increase in rent from Tigard Tualatin School District. Our commitment is to keep the program cost for participants low, while still providing a quality safety program.

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

<b>INFLOWS</b>	<b>2013 Budget</b>	<b>2013 Actual</b>
Donations Received	3000	3500
Grants	4000	4000
Tuition	9425	9300
<b>TOTAL INFLOWS</b>	<b>\$16,425.00</b>	<b>\$16,800.00</b>
Financial Aid - Scholarships	300	190
<b>OUTFLOWS</b>		
Bank Charges	0	
Board Expenses	450	412.00
Equipment	0	434.00
Gift Certificates - Student Helpers	960	960.00
Gifts - Speakers	200	180.00
Gifts - Sponsors	200	
Insurance	3000	772.00
Maintenance : House and Car	2000	1416.00
Maintenance : Painting Blacktop	0	
Miscellaneous	200	39.97
Post Office Box Rental	70	88.00
Payroll Expenses	3700	3700.00
Postage	100	34.00
Printing	400	261.60
Publicity	150	
Rent	4550	3658.50
Special Programs	0	
Supplies		
Art Supplies	150	98.55
Lanyards	2300	2292.43
Office Supplies	100	81.23
Supplies/Other	200	183.71
Registration	50	
Student Instructor Party	150	132.00
T-shirts	1200	1397.50
Tax and Licenses	60	60.00
Website Set-up and Maintenance	200	
<b>TOTAL OUTFLOWS</b>	<b>\$20,390.00</b>	<b>\$16,201.49</b>
<b>NET CASH INFLOW (OUTFLOWS)</b>	<b>-\$3,965.00</b>	<b>\$598.51</b>
<b>BEGINNING CASH</b>	<b>\$20,178.46</b>	<b>\$20,178.46</b>
<b>ENDING CASH</b>	<b>\$16,213.46</b>	<b>\$20,776.97</b>

**Tigard Safety Town  
Financial Statement  
2014 Budget Year**

<b>INFLOWS</b>	<b>2014 Budget</b>	<b>2014 Actual</b>
Donations Received	3000	
Grants	4000	
Tuition	9300	
<b>TOTAL INFLOWS</b>	<b>\$16,300.00</b>	<b>\$0.00</b>
Financial Aid - Scholarships	300	
<b>OUTFLOWS</b>		
Bank Charges	0	
Board Expenses	450	
Equipment	450	
Gift Certificates - Student Helpers	960	
Gifts - Speakers	200	
Gifts - Sponsors	200	
Insurance	1000	
Maintenance : House and Car	100	
Maintenance : Painting Blacktop	0	
Miscellaneous	200	
Post Office Box Rental	90	
Payroll Expenses	3800	
Postage	100	
Printing	400	
Publicity	150	
Donor Signage	600	
Rent	3600	
Supplies		
Art Supplies	150	
Lanyards		
Office Supplies	100	
Supplies/Other	200	
Registration	50	
Student Instructor Party	150	
T-shirts	1400	
Tax and Licenses	60	
Website Set-up and Maintenance	200	
<b>TOTAL OUTFLOWS</b>	<b>\$14,610.00</b>	<b>\$0.00</b>
<b>NET CASH INFLOW (OUTFLOWS)</b>	<b>\$1,690.00</b>	<b>\$0.00</b>
<b>BEGINNING CASH</b>	<b>\$20,781.97</b>	<b>\$20,781.97</b>
<b>ENDING CASH</b>	<b>\$22,471.97</b>	<b>\$20,781.97</b>

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

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

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

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

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

2. **Purpose of Funding Request:**

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

**Goal :** Tualatin Riverkeepers (TRK) will provide canoe and kayak experiences on the Tualatin River for 800 participants at Cook Park in Tigard. Each spring TRK recruits and trains a new corps of volunteer Paddle Trip Leaders. Guides lead 1,000 people on paddle trips annually to promote the beauty and recreation opportunities of the Tualatin River. With fleets of canoes and kayaks, donated by the Washington County Visitors Association, TRK is able to serve residents of Tigard, neighboring cities and visitors as well.

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

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

**Cook Park Summer Boat Rentals, Friday – Sunday, 9am – 7pm, July – September, 800 participants.**

Cook Park Boat Rentals will continue to expand opportunities to experience the Tualatin River through paddle recreation by making boats and gear available to the public for rent seasonally. Nearly 2000 paddlers have been served through Cook Park Boat Rentals since the operation began in 2011.

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

make the recreation experience fun and accessible for all abilities. TRK handles all event registration through its web site at [tualatinriverkeepers.org](http://tualatinriverkeepers.org).

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

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

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

TRK will provide canoe and kayak experiences on the Tualatin River for over 800 people at Cook Park in Tigard. Of those, 400 will be residents of Tigard.

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

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

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

TRK will provide canoe and kayak experiences on the Tualatin River for 800 people at Cook Park in Tigard. Of those, 400 will be residents of Tigard.

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

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

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

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

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

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

**Tualatin Riverkeepers 2014 Budget vs 2013 Actuals**

	2014 Budget	2013 Actuals
<b>Revenue</b>		
New Revenue		
Contributions	20,000	13,452
Memberships	50,000	45,698
Grant Income / Pending	113,500	102,610
ESOR	5,000	4,928
Special Events	65,000	53,353
Program Service Fees	33,000	30,299
Interest	100	130
Merchandise Sales	600	2,051
<b>Total Revenue</b>	<u>287,200</u>	<u>252,521</u>
Released from Restriction		
Foundation Grants	7,000	85288
Government Grants/Contracts	106,000	15000
	<u>113,000</u>	<u>100,288</u>
<b>Total Revenue</b>	<u>400,200</u>	<u>352,809</u>
<b>Expenses</b>		
Personnel		
Salaries (2FT, 2PT, Seasonal Staff)	161,500	118,596
Payroll Taxes	17,361	13,433
Health Care	7,896	5,479
Retirement	21,100	20,300
Payroll fees & charges	1,475	1,476
Total Personnel Expenses	<u>209,332</u>	<u>159,284</u>
Operating		
Contract Services	36,500	69,768
Events Expense	17,000	16,632
Occupancy	4,200	4,120
Postage & Printing	12,000	5,737
Audit/Review	8,000	7,416
Office Costs	6,950	5,057
Insurance	9,130	9,124
Staff Development	4,500	3,548
Travel	2,900	2,899
Equipment Expenses	7,340	11,839
Advertising	2,000	2,329
Misc (CC & Bank Fees)	3,300	3,290
Meetings/Food & Beverages	1,200	1,241
Membership/Volunteer	750	960
Board Development	200	175
Professional Dues & Membership	1,150	925
Business Licenses & Fees	300	300
Subscriptions / Publications	1,130	1,697
Total Operating Expenses	<u>118,550</u>	<u>147,057</u>
<b>Total Expenses</b>	<u>327,882</u>	<u>306,341</u>
<b>Increase/(Decrease) in Net Assets</b>	<u>72,318</u>	<u>46,468</u>

**Tualatin Riverkeepers**  
**Balance Sheet**  
As of December 31, 2013

**ASSETS**

**Current Assets**

**Checking/Savings**

1010 · CCB - Checking	55.83
1025 · BofA - Checking	175.07
1050 · M Bank - Gotter	6,774.58
1075 · M Bank - Munger	5.00
1110 · CCB - Money Market	67,816.36
1200 · Petty Cash	3.00

**Total Checking/Savings** 74,829.84

**Other Current Assets**

Prepaid Insurance 2,776.50

**Total Other Current Assets** 2,776.50

**Total Current Assets** 77,606.34

**Fixed Assets**

**1600 · Fixed Assets**

1620 · Computer Hardware	17,731.32
1640 · Canoes, Trailers, and Equipment	32,873.01
1670 · Accumulated Depreciation	-41,460.75

**Total 1600 · Fixed Assets** 9,143.58

**Total Fixed Assets** 9,143.58

**TOTAL ASSETS** 86,749.92

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

2060 · Insurance Payable	1,582.37
2200 · Vacation Accrual	1,712.00

**Total Other Current Liabilities** 3,294.37

**Total Current Liabilities** 3,294.37

**Total Liabilities** 3,294.37

**Equity**

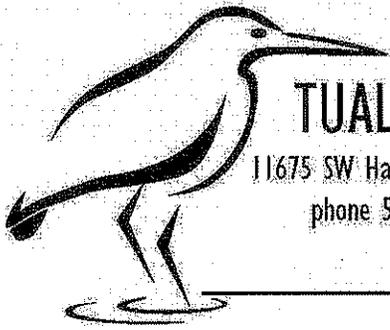
3825 · Unrestricted Net Assets 29,106.00

3900 · Retained Earnings 7,880.69

Net Income 46,468.86

**Total Equity** 83,455.55

**TOTAL LIABILITIES & EQUITY** 86,749.92



## TUALATIN RIVERKEEPERS

11675 SW Hazelbrook Road • Tualatin, Oregon 97062

phone 503-218-2580 • fax 503-218-2583

[www.tualatinriverkeepers.org](http://www.tualatinriverkeepers.org)

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February 6, 2014

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

Dear Mr. LaFrance,

Enclosed please find Tualatin Riverkeepers' community events funding application for 2014. We respectfully request a grant of \$2,500 to support our 2013 Trips and Tours recreation program.

This year we are excited to build upon the success of our Cook Park Boat Rentals. So many Tigard residents were easily able to enjoy a peaceful paddle on the Tualatin River.

Please know that we are indeed grateful for the generous support the City of Tigard has provided over a number of years. Your support has been very important allowing us to build an effective low cost recreational program.

Again, thank you very much for the support to connect the community to the beautiful Tualatin River.

Best regards,

Margot Fervia-Neamtzu  
Tualatin Riverkeepers

**Tualatin Valley Community Band FY-2014  
Community Event Funding Request**

**Event Name:** Tualatin Valley Community Band – <http://www.tvcb.org>  
**Address:** P.O. Box 230773, Tigard, Oregon 97281-0773

**Contacts:** Phillip Pasteris, Board President, 503-639-9740 (h),  
503-201-6908 (c) [phil.pasteris@frontier.com](mailto:phil.pasteris@frontier.com)  
Steve Heuser, Music Director, 503-691-1446 (h),  
503-680-1768 (c) [Steve@Steveheuser.com](mailto:Steve@Steveheuser.com)

**1. Request**

<b>Cash</b>	\$2,000
<b>In-kind Services</b>	Use of the Cook Park Bishop-Scheckla Structure for weekly rehearsals (Jun-Jul) and a free July public concert.
<b>Total Request</b>	\$2,000

**2. Purpose of Funding Request:**

The Tualatin Valley Community Band (TVCB) is requesting a grant of \$2,000 in order to defray the costs of performing free public concerts in venues available in the Tigard community.

The TVCB is a State of Oregon recognized nonprofit organization with a three-fold mission (1) to provide high quality, live, concert band public music performances for civic and educational functions, (2) to provide an opportunity for musicians of all ages and ethnic backgrounds to perform music, and (3) to foster music education by providing individual scholarships and donations to music education programs. TVCB was formed in 1989 and has been under the direction of Steve Heuser since 1991. TVCB has approximately 70 members ranging in age from teens to 80s.

The funds requested from the City of Tigard would be used as follows.

- Tigard/Tualatin High School Auditorium rental;  
2 free public concerts @ \$600 per concert..... \$1,200
- Music scores, funds matched by TVCB, approximately 6 music scores ..... \$300
- Liability insurance to perform free public concerts in Tigard ..... \$500

<b>Total Request</b>	<b>\$2,000</b>
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### **3. How will this event benefit the Tigard Community?**

TVCB provides Tigard with public concerts that raise the awareness of the Arts in our community. TVCB also supports the Tigard-Tualatin school system by providing students a no-cost opportunity to participate and extend their musical training through involvement in a musical organization during non-school hours. During 2013, TVCB provided the following free public events in the Tigard – Portland metropolitan area:

1. "Holiday Harmonies" - Tualatin High School, Tualatin, OR, December 7, 2013
2. "Tigard Christmas Tree Lighting" - Liberty Park, Tigard, OR, December 6, 2013
3. "Music Under the Trees" - Cook Park, Tigard, OR, July 28, 2013
4. "Movie Night" - Tualatin Commons, Tualatin, OR, July 13, 2013
5. 4th of July Fireworks! - Tigard High School, Tigard, OR, July 4, 2013
6. "Spring Concert Featuring Dale Cleland, Clarinet Soloist - Tigard High, Tigard, OR, June 2, 2013
7. Oregon Adult Band Festival - Canby High School, Canby, OR, March 23, 2013

The TVCB plans to provide a similar number of performances in 2014 using a variety of venues in the Tigard area. Our rehearsals are open to the public in Cook Park every Tuesday evening during the summer.

### **4. How many Tigard residents do you anticipate participating in these events?**

Several thousand Tigard residents attend the Fourth of July concert; several hundred attend each of our indoor high school venue concerts and our July Cook Park concert. Our Publicity committee works closely with the City of Tigard and all media outlets to publicize upcoming concerts. We are actively searching for opportunities to perform for school and city events.

5. Financial Information

Figure 1 TVCB Account Balance as of 1/1/2013

Account Balances - As of 1/1/2013	
As of 1/1/2013	
Account	1/1/2013 Balance
<b>Bank Accounts</b>	
CD at HomeStreet	5,439.38
Checking	0.00
Checking HomeStreet	11,901.80
<b>TOTAL Bank Accounts</b>	<b>17,341.18</b>
<b>Cash Accounts</b>	
Festival Tapes	0.00
<b>TOTAL Cash Accounts</b>	<b>0.00</b>
<b>Asset Accounts</b>	
Band Shirts	179.00
Folios	195.02
Music fund	35.00
<b>TOTAL Asset Accounts</b>	<b>409.02</b>
<b>Liability Accounts</b>	
Instrument Fund	-20.00
JW Pepper Music	0.00
Scholarshp Fund	-2,755.18
Sheet Music Svc	0.00
<b>TOTAL Liability Accounts</b>	<b>-2,775.18</b>
<b>OVERALL TOTAL</b>	<b>14,975.02</b>

Figure 2 TVCB Account Balances as of 12/31/2013

Account Balances - As of 12/31/2013	
As of 12/31/2013	
Account	12/31/2013 Balance
<b>Bank Accounts</b>	
CD at HomeStreet	0.00
Checking	0.00
Checking HomeStreet	25,001.77
<b>TOTAL Bank Accounts</b>	<b>25,001.77</b>
<b>Cash Accounts</b>	
Festival Tapes	0.00
<b>TOTAL Cash Accounts</b>	<b>0.00</b>
<b>Asset Accounts</b>	
Band Shirts	215.00
Folios	97.51
Music fund	35.00
<b>TOTAL Asset Accounts</b>	<b>347.51</b>
<b>Liability Accounts</b>	
Instrument Fund	-20.00
JW Pepper Music	0.00
Scholarshp Fund	-2,874.82
Sheet Music Svc	0.00
<b>TOTAL Liability Accounts</b>	<b>-2,894.82</b>
<b>OVERALL TOTAL</b>	<b>22,454.46</b>

Figure 3 TVCB CY 2013 Cash Flow (Income, Expenditures, and Transfers)

Date	Account ▲	Num	Description	Memo	Tag	Clr	Amount
<b>INCOME</b>							<b>10,358.88</b>
<b>Donations</b>							<b>10,325.33</b>
donations - Pay Pal							72.75
Membership							20.49
Other Donations							10,232.09
Int Inc							33.55
<b>EXPENSES</b>							<b>-2,879.44</b>
<b>Ads</b>							<b>-39.00</b>
<b>Business Operations</b>							<b>-740.49</b>
Insurance							-490.00
Office Supplies							-102.89
P O Box Rent							-83.00
Postage							-4.60
Other Business Operations							-60.00
<b>CD Cost</b>							<b>-200.00</b>
<b>Concert Expenses</b>							<b>-661.42</b>
Facility rental							-615.13
Misc							-46.29
<b>Gifts</b>							<b>-37.99</b>
<b>Music</b>							<b>-849.59</b>
Return Shipping							-10.60
Other Music							-838.99
<b>Music Performance Rights</b>							<b>-275.00</b>
<b>Shipping</b>							<b>-75.95</b>
<b>TRANSFERS</b>							<b>0.00</b>
<b>CD at HomeStreet</b>							<b>5,439.36</b>
<b>Checking HomeStreet</b>							<b>-4,713.59</b>
<b>Band Shirts</b>							<b>-21.00</b>
<b>Folios</b>							<b>97.51</b>
<b>JW Pepper Music</b>							<b>-921.94</b>
<b>Scholarshp Fund</b>							<b>119.64</b>
<b>OVERALL T...</b>							<b>7,479.44</b>

CY 2013 Budget notes as follows:

1. Major Revenue Sources CY 2013
  - a. City of Tigard \$2,000, Tigard 4<sup>th</sup> of July Committee \$200, Intel Corp. \$3,200, CH2M Hill \$500, Free Will Donations \$3,351, Scholarship donations \$372.
2. Major Expenses CY 2013
  - a. TTSD auditorium rental, \$615, Music Purchases \$850, Insurance, \$490, Music Performance rights, \$275, Recording Costs, \$200.
  - b. Scholarship: Two scholarship awards of \$500 to Charyn Colvin and Lauren Lamb.
3. Cash balances shown in Figures 1 and 2.
4. Authorized positions are as follows: Phil Pasteris, Board President; Tim Roberts; Secretary; Phil DeLuca, Treasurer. Board members include Steve Heuser, TVCB Music Director; Chris Lewis, Librarian; Lonn Aldridge, TVCB Past President (2008-2009), Barry Albertson, TTSD School Board; Lee Boekelheide TVCB Past

Treasurer; Bob Erickson, Lisa Hasuike, Twality Band Director; Sue Lamb, Past President (2009-2012), Ken Scheckla, Former Tigard City Council Member, Chris Lewis, TVCB Librarian; Steve Norcross, TVCB Member; Matt McKenzie, TVCB Member. All positions are uncompensated.

Figure 4 TVCB 2014 Cash Flow and Board Adopted 2014 Cash Flow Budget

1	TVCB CASH FLOW PLANNING BUDGET 2014	Actual FY- 2013	Proposed FY- 2014
2			
3	GENERAL FUND START YEAR BALANCE	\$16,975.93	\$24,505.05
4	INCOME		
5	CD Archive Sales	\$0.00	\$0.00
6	Donations	\$10,301.18	\$5,950.00
7	Folio Purchase By Members	\$26.93	\$65.00
8	TVCB Shirt Purchase by Members	\$84.00	\$105.00
9	Interest Income Checking	\$33.55	\$30.00
10	Replacement Music		
11	TOTAL INCOME	\$10,445.66	\$6,150.00
12			
13	EXPENSES		
14	Ads - Publicity	\$39.00	\$250.00
15	Business Operations (State of Oregon)	\$60.00	\$60.00
16	Insurance	\$490.00	\$500.00
17	Office Supplies	\$102.89	\$120.00
18	P O Box Rent	\$83.00	\$58.00
19	Postage	\$4.60	\$15.00
20	CD Costs (Concert Recording)	\$200.00	\$400.00
21	Entry Fees	\$0.00	\$0.00
22	Rent Paid (Concerts)	\$615.13	\$1,950.00
23	Concert Expenses	\$46.29	\$25.00
24	Music Performance Rights	\$275.00	\$275.00
25	Instrument Rental (TTSD)		
26	TTSD Facilities Sound Proofing		\$1,500.00
27	Printing		\$50.00
28	TVCB Shirts		\$105.00
29	Music Purchases	\$849.59	\$950.00
30	Music shipping	\$75.95	\$90.00
31	Shipping (music return)	\$10.60	\$40.00
32	Folios	\$0.00	\$0.00
33	Misc. (audio system)	\$0.00	\$0.00
34	TOTAL EXPENSES	\$2,852.05	\$6,388.00
35	(INCOME-EXPENSES)	\$7,593.61	-\$238.00
36	GENERAL FUND END YEAR BALANCE	\$25,276.77	\$24,267.05
37			
38	SCHOLARSHIP FUND		
39	Starting Balance	2,754.42	\$2,874.06
40	Interest Income CD Scholarship	35.48	\$20.00
41	Scholarship Donations	1,084.16	\$240.00
42	Total Income	1,119.64	\$260.00
43	Expenses	1,000.00	\$1,000.00
44	Ending Balance	2,874.06	\$2,134.06
45	NET BALANCE CHANGE	119.64	-\$740.00

**5.b Financial Statements**

The TVCB FY-2013 check register from Quicken is in Appendix A.

**5.c Articles of Incorporation**

Articles of Incorporation are on file with the City of Tigard.

**5.d 501(c)(3) Status**

TVCB obtained a federal tax-exempt designation on November 21, 2001. This document is on file with the City of Tigard. The TVCB Employer Identification Number is 93-1168909 and our DLN Number is 17053299033021.

**5.e Organizational By-laws**

By-laws are on file with the City of Tigard. No changes were made during CY-2013.

**COMMUNITY EVENTS FUNDING REQUEST**

Submitted: December 13, 2013

Event Name: 115<sup>th</sup> U.S. Women's Amateur Championship (8/8-16/15). This is the world's most prestigious golf championship for nonprofessional women.

Address: Ken Poorman  
c/o Portland Golf Club  
5900 SW Scholls Ferry Rd.  
Portland, OR 97225

Contact Data: Ken Poorman (Portland Golf Club member and Fundraising Chairman for the 2015 U.S. Women's Amateur), 503-318-4469, krpoorman@aol.com

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

**Cash**

**\$4,000**

**Total Request**

**\$4,000**

Note: Please see the enclosed event brochure. \$4,000 is the "Bronze" Supporter level and presents a number of benefits to include significant media recognition. Also, please note, payment may be split between 2014 and 2015 if you prefer.

2. **Purpose of Funding Request:**

The implementation of this event will require the Portland Golf Club members to give up use of their course for eight days during the prime August playing season, to provide about 400 volunteers and to assume financial exposure of at least \$450,000. The purpose of this funding request is to help cover the multitude of related expenses – attached is the cash budget (\$586,199) from this years tournament which was held in Charleston, South Carolina.

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

There will be 156 competitors from all over the world who will make their way to Oregon accompanied by family members and friends. The Embassy Suites at Washington Square will be the official host hotel plus restaurants and retail shopping will benefit.

There will be 15 hours of international TV that, together with other media coverage, will showcase our area as the pristine place to live that we all know it to be.

We think it will send a strong positive message about our sense of community if we can project a unified position of support from the civic entities in our area.

4. **How many Tigard residents do you anticipate participating in this event?**

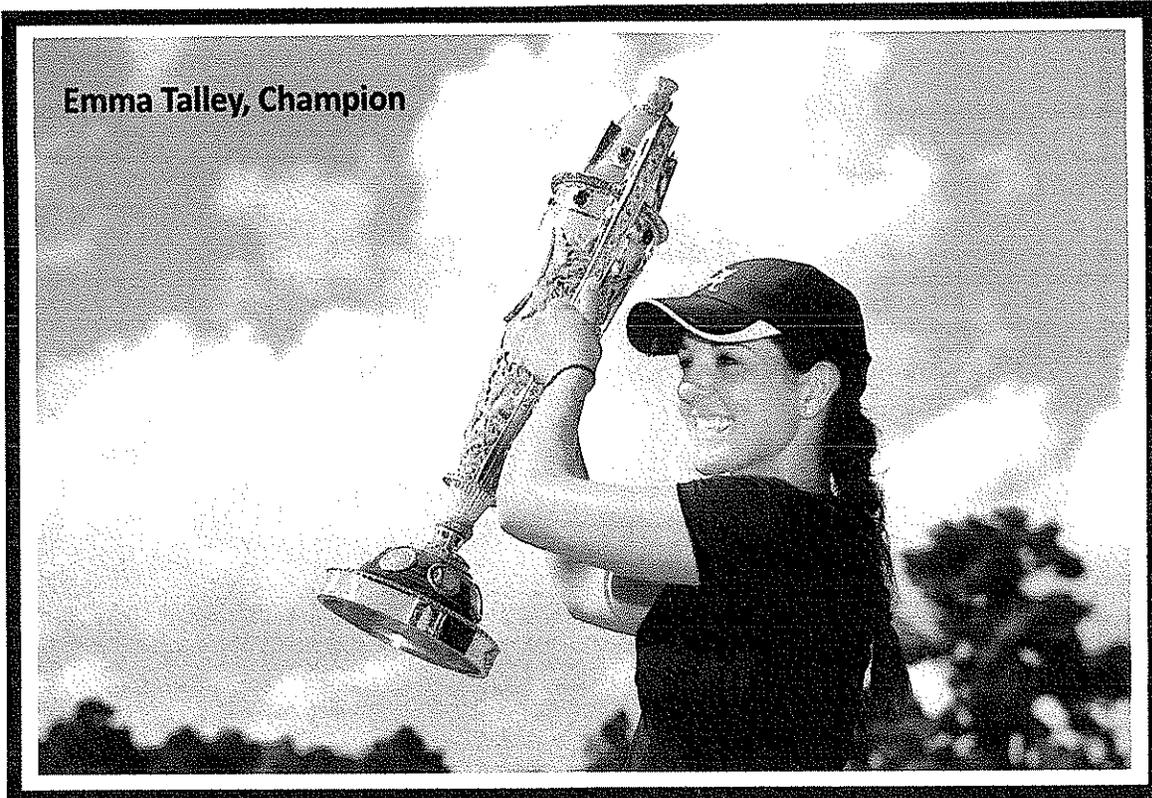
We will not be selling tickets for admission to view the tournament – it will be free! This is an opportunity for Tigard and other residents in our area to walk the historic Portland Golf Club and see the finest women amateur golfers in the world perform.

5. **Attached requested and other information:**

- a. The budget for the 2013 was \$586,199 (attached). We will have the same basic budget line items but are confident we can implement a quality event for no more than \$450,000.
- b. Portland Golf Club audit report or financial statements for the last fiscal year.
- c. Articles of Incorporation.
- d. 501(c)(3) status. Note: We are a 501(c)(7) Non-profit LLC.
- e. Organization Bylaws
- f. Brochure – The 115<sup>th</sup> U.S. Women's Amateur Championship.

**Thank you!** We very much appreciate your consideration of our request. Together with our "Supporters" we will implement this event in a fashion all will enjoy and of which we can be proud.

**Emma Talley, Champion**



# 113th U.S. Women's Amateur Championship

August 5-11, 2013

## COMMITTEE REPORT



Country Club of Charleston 1 Country Club Drive, Charleston, SC 29412 Tel 843.795.0422

## Championship Administration - Budget

### USGA Championship Host Club Summary Budget

- Initial budget goal was set at nearly \$500,000; \$400,000 cash and \$100,000 in-kind.
- USGA F&B of \$55,343.64 is listed as championship revenue, but it was not initially included in the championship budget. An equal amount has been listed under expenses to reflect that this revenue is paid to the club from the USGA.
- As fundraising revenues exceeded budget goals, the championship committee agreed to pay for site improvements totaling nearly \$40,000, which included landscaping and debris clean-up to provide the needed space for the television compound, and club staff overtime.
- A Tournament Manager was hired on a temporary basis due to added responsibilities undertaken by the championship office.
- Certain expenses (i.e., player F&B and advertising) are mostly in-kind contributions and are listed at the value provided the donor.

<u>REVENUES</u>	<u>Initial Budget</u>	<u>Final Budget</u>	<u>Cash Actual</u>	<u>In-Kind</u>
Volunteer Fees	\$ 22,000.00	\$ 24,142.73	\$ 24,142.73	XXXXXX
Championship Merchandise Net	-	7,130.81	7,130.81	XXXXXX
Food & Beverage (incl all Brkfst, Lunch, USGA dinners & specials)	-	55,343.64	55,343.64	XXXXXX
Total Individual Financial Contributions	120,000.00	161,398.00	161,398.00	XXXXXX
Total Corporate Financial Contributions	350,000.00	427,347.00	301,507.00	XXXXXX
Misc. Revenues	-	1,676.94	1,676.94	XXXXXX
USGA Assistance (one-time January payment)	35,000.00	35,000.00	35,000.00	XXXXXX
Value In-kind donations	XXXXXX	XXXXXX	XXXXXX	125,840.00
<b>Revenue - Grand Total</b>	<b>\$ 527,000.00</b>	<b>\$ 712,039.12</b>	<b>\$ 586,199.12</b>	<b>\$ 125,840.00</b>
<u>EXPENSES</u>	<u>Budget (1)</u>	<u>Budget (1)</u>	<u>Actual (2)</u>	<u>In-Kind (3)</u>
<b>Transportation</b>				
Van Rentals (inc Evac)	\$ 24,000.00	\$ 24,230.17	\$ 21,230.17	\$ 3,000.00
Transportation Svce	40,000.00	41,907.44	41,907.44	
Fuel	200.00	158.83	158.83	
Courtesy Cars	-	-	-	
Parking	4,000.00	1,966.81	1,966.81	
Misc.	2,000.00	519.05	519.05	
<b>Total</b>	<b>\$ 70,200.00</b>	<b>\$ 68,782.30</b>	<b>\$ 65,782.30</b>	<b>\$ 3,000.00</b>
<b>Volunteers</b>				
Food & Bev	\$ 25,000.00	\$ 24,488.99	\$ 24,488.99	
Uniforms	18,000.00	22,718.32	22,718.32	
Training	1,500.00	1,572.31	1,572.31	
Credentials	5,000.00	5,321.17	5,321.17	
Key Staff/Volunteer Gifts (Host Family)	1,500.00	1,800.00	1,800.00	
Volunteer Day	-	-	-	
<b>Total</b>	<b>\$ 51,000.00</b>	<b>\$ 55,900.79</b>	<b>\$ 55,900.79</b>	<b>\$ -</b>

## Championship Administration - Budget

Facilities	Initial Budget	Final Budget	Cash Actual	In-Kind
Misc Rentals	\$ 8,000.00	\$ 9,940.91	\$ 9,940.91	
Scoreboard (Incl Header)	12,000.00	15,052.11	5,052.11	10,000.00
Signage	8,000.00	7,752.98	7,752.98	
Tents	9,000.00	9,445.20	4,445.20	5,000.00
Trash Cans	2,000.00	913.02	913.02	
Portable Storage	1,000.00	987.21	987.21	
Port-o-Lets	12,000.00	9,797.77	4,797.77	5,000.00
Golf Carts	5,000.00	5,431.44	5,431.44	
USGA Office Equip	4,500.00	5,115.40	3,365.40	1,750.00
Phone Lines	2,500.00	4,409.70	2,809.70	1,600.00
Plumbing & Electric	6,000.00	5,478.51	5,478.51	
Sound & Lighting	1,000.00	1,522.75	1,522.75	
Office Trailers	5,000.00	5,315.75	5,315.75	
Site Prep	3,000.00	30,092.25	30,092.25	
Staff Housing	-	-	-	
Supplies	4,000.00	3,522.48	3,522.48	
Trash Service				
<b>Total</b>	<b>\$ 83,000.00</b>	<b>\$ 114,777.48</b>	<b>\$ 91,427.48</b>	<b>\$ 23,350.00</b>
<b>Hospitality</b>				
Welcome Dinner or Reception	\$ 25,000.00	\$ 22,551.48	\$ 22,551.48	
Other Championship Dinner Function	-	5,611.07	5,611.07	
Entertainment	1,500.00	1,500.00	1,500.00	
Food & Beverage - players	3,500.00	2,509.04	2,509.04	
Coolers	2,000.00	1,786.34	1,786.34	
On Course Bev & snacks	5,000.00	32,089.69	9,589.69	22,500.00
Spouse Activities	-	-		
Flowers	250.00	48.83	48.83	
Misc	-	321.48	321.48	
USGA F&B income paid to Club	-	55,343.64	55,343.64	
<b>Total</b>	<b>\$ 37,250.00</b>	<b>\$ 121,761.57</b>	<b>\$ 99,261.57</b>	<b>\$ 22,500.00</b>
<b>Player Amenities</b>				
Gift	\$ 6,500.00	\$ 14,447.17	\$ 8,447.17	\$ 6,000.00
Bag Tags	-	-		
Locker Plates	1,000.00	1,367.69	1,367.69	
(Other - Rename)				
(Other - Rename)				
<b>Total</b>	<b>\$ 7,500.00</b>	<b>\$ 15,814.86</b>	<b>\$ 9,814.86</b>	<b>\$ 6,000.00</b>

## Championship Administration - Budget

Printing, Publications, Comm.	Initial Budget	Final Budget	Cash Actual	In-Kind
Advertising	\$ 5,000.00	\$ 8,416.20	\$ 416.20	\$ 8,000.00
Misc Printing/ Letterhead	5,000.00	4,871.61	4,871.61	
Championship Program	7,000.00	6,273.11	6,273.11	
Grouping and Starting Time "Slicks"	1,200.00	1,435.82	1,435.82	
Yardage Book	500.00	1,018.82	1,018.82	
Banners & Posters	500.00	575.94	575.94	
Photographer	200.00	321.50	321.50	
Website	3,000.00	3,619.09	1,869.09	1,750.00
Logo Design	-	-	-	
Communications	1,200.00	1,471.26	1,471.26	
Postage	1,500.00	1,297.71	1,298.71	
Players Guide	750.00	811.04	811.04	
Volunteer Guide	1,000.00	1,159.01	1,158.01	
Graphics Artist	7,000.00	7,725.00	7,725.00	
<b>Total</b>	<b>\$ 33,850.00</b>	<b>\$ 38,996.11</b>	<b>\$ 29,246.11</b>	<b>\$ 9,750.00</b>
<b>Administration</b>				
Registration	\$ -	\$ -	\$ -	
Committee Meetings	2,500.00	1,785.40	1,785.40	
Radios	6,000.00	6,924.09	6,924.09	
Friends of Championship Board	1,000.00	1,200.00	1,200.00	
Committee Travel - Previous Championships	12,000.00	8,059.25	8,059.25	
Medical	50,000.00	50,000.00	-	50,000.00
Security	12,000.00	12,732.50	12,732.50	
Committee Meals & Entertainment	3,000.00	2,646.45	2,646.45	
Championship Director	70,000.00	78,013.13	78,013.13	
Staff Bonus (From Event)	-	10,000.00	10,000.00	
<b>Total</b>	<b>\$ 156,500.00</b>	<b>\$ 171,360.82</b>	<b>\$ 121,360.82</b>	<b>\$ 50,000.00</b>
<b>Fundraising</b>				
Promotional Materials	\$ 5,000.00	\$ 4,272.74	\$ 4,272.74	
Fundraising Dinner	10,000.00	14,710.19	14,710.19	
Friends of Championship Gifts	2,000.00	1,818.51	1,818.51	
Friends of Championship Outing	14,000.00	11,512.05	11,512.05	
Friends of Championship Hospitality	14,000.00	12,163.18	12,163.18	
Promo Video	2,500.00	2,249.70	2,249.70	
(Other - Rename)				
<b>Total</b>	<b>\$ 47,500.00</b>	<b>\$ 46,726.37</b>	<b>\$ 46,726.37</b>	<b>\$ -</b>

## Championship Administration - Budget

On Course/Maintenance	Budget	Budget	Cash Actual	In-Kind
Equipment	\$ -	\$ -	\$ -	
Hazard and O.B. Stakes	-	-	-	
Push Cart Rentals	-	-	-	
Ropes & Stakes	-	-	-	
Tee Covers	-	-	-	
Tee Signs	250.00	180.00	180.00	
Range Lights	-	-	-	
Contingency	-	-	-	
Misc	2,500.00	-	-	
(Other - Rename)				
<b>Total</b>	<b>\$ 2,750.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ -</b>
<b>Additional Labor</b>				
Course Maintenance	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -
Clubhouse	-	2,491.46	2,491.46	
Caddies	200.00	-		
Temporary Championship Staff	20,000.00	31,987.71	31,987.71	
<b>Total</b>	<b>\$ 20,200.00</b>	<b>\$ 40,479.17</b>	<b>\$ 40,479.17</b>	<b>\$ -</b>
<b>Media Relations</b>				
Media Kits	\$ -	\$ -		
Media Day	2,000.00	1,991.43	1,991.43	
Junior Golf Day	2,000.00	1,421.61	1,421.61	
Misc. Television Commercial Trade		11,240.00	-	11,240.00
<b>Total</b>	<b>\$ 4,000.00</b>	<b>\$ 14,653.04</b>	<b>\$ 3,413.04</b>	<b>\$ 11,240.00</b>
<b>Expenses - Grand Total</b>				
	<b>\$ 513,750.00</b>	<b>\$ 689,432.51</b>	<b>\$ 563,592.51</b>	<b>\$ 125,840.00</b>
<b>Net Income/(Expenses)</b>				
	<b>\$ 13,250.00</b>	<b>\$ 22,606.61</b>	<b>\$ 22,606.61</b>	<b>\$ -</b>

## COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

Event Name: Washington County Bicycle Transportation Coalition  
Address: 137 NE 3<sup>rd</sup> Ave\_  
City, State, Zip: Hillsboro, OR 97124  
Contact Name: Steve Boughton  
Telephone Number: 503-367-8217  
E-mail address: chair@washcobtc.org

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

<b>Cash</b>	\$1780
<b>In-Kind Services-hours</b> (see separate sheet)	\$200
<b>Total Request</b>	\$1980

2. **Purpose of Funding Request:**

To fund a youth bike safety clinic and a community bike event. See the attached proposal for details.

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

This event will benefit Tigard and its residents in several ways. This event will involve families and children in city events; it will introduce youth and their parents to bike safety education and safe cycling skills; it will show off the parks and parts of the city that many residents may not be aware of; and will encourage using the bike instead of a car to travel around the city. In addition, we will attempt to involve and benefit local businesses so the event is beneficial to them.

4. **How many Tigard residents do you anticipate participating in this event (or these events)?** We would expect up to 75 participants for this event.

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

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

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

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

The mission of the WashCo BTC is to promote bicycle transportation, protect bicyclists rights, and improve bicycling conditions throughout Washington County, Oregon through education and advocacy and community.

## 2014 Tigard Community Grant Proposal

Washington County Bicycle Transportation Coalition



13 February, 2014

The Washington County Bicycle Transportation Coalition (Washco BTC) and the Tigard Pedestrian and Bicycle Advisory Committee are collaborating to design and execute a biking event to be held in Tigard in the summer or fall 2014, funded by a community grant from the city of Tigard.

The WashCo BTC has designed and executed the Hillsboro Tour de Parks for the last six years. This ride has attracted approximately 150 to 200 participants each of the last several years. It is hoped that the proposed event is the first in a series of annual Tigard Tour de Parks rides that can showcase the city of Tigard and its parks and neighborhoods.

### *Event Description: Tigard Tour de Parks*

1. This event will comprise two parts:
  - a. There will be a 2-3 hour cycling skills clinic for youth ages 9-15 in the morning of the event. This clinic will include safe cycling skills and knowledge using a curriculum developed by the League of American Bicyclists (LAB) and taught by certified League Cycling Instructors (LCI's). This clinic will be limited to a minimum of 3 and maximum of 18 youths. Their parents will be encouraged to participate in the training alongside their child. It is hoped that the skills learned in the clinic can be applied in the following riding event, thus reinforcing the correct behavior on the streets.
  - b. There will be a community bike ride following the skills clinic. This non-group ride will be between 12-20 miles and be designed for casual riders and families. It will encompass primarily low-traffic roads and paved trails within the city limits, and visit several parks. (The actual route will be detailed after the grant is awarded.)
    - i. If there is demand and resources permit, there will be a short (1-2 mile ride) for younger children and their parents, perhaps with a fun activity mid-ride.
    - ii. There will some attention paid to involving and benefiting local businesses in the design of the event.

*The mission of the WashCo BTC is to promote bicycle transportation, protect bicyclists rights, and improve bicycling conditions throughout Washington County, Oregon through education and advocacy and community.*

2. The WashCo BTC will be responsible for the following:
  - a. Event design and execution, including the materials used in the clinics, route marking, ride booklet design and printing.
  - b. Procuring and managing volunteers and non-city staff, including LCI's, Ride Marshals, and Course Marshals, registration desk, setup and cleanup, etc.
  
3. This City of Tigard will be expected to provide the following: (estimated cost to city is \$200 total)
  - a. Permits to use city property for the clinic and possibly start and end location for the ride. This will be a large parking lot with access to restrooms and water (e.g. part of the Cook Park parking lot.)
  - b. Refreshments (or funding for snacks and energy drinks, end of ride ice cream, etc.) Est. cost of \$2/rider, or \$150 total.
  - c. Designing a route map for inclusion in the ride booklet. The route will be provided by the BTC, but designing the map can be best done by the city. Estimated time of 1 hour at \$50/hour.
  - d. Advertising the event in city publications (event guide, CityScape, etc.).

## Washington County Bicycle Transportation Coalition Profit & Loss Budget Performance December 2013

	<u>Jan - Dec 13</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>400 · Contributons/Donations</b>		
401 · Corporate/Govt	7,543.95	18,425.00
402 · Social/Civic/Business	830.75	30.00
403 · Individual Donations	4,834.87	5,571.89
404 · Donations-Adopt a Bike	<u>960.00</u>	<u>1,723.00</u>
<b>Total 400 · Contributons/Donations</b>	<u>14,169.57</u>	<u>25,749.89</u>
<b>405 · Membership Dues</b>		
406 · Individual/Family	2,053.00	595.00
405 · Membership Dues - Other	<u>429.15</u>	<u>150.00</u>
<b>Total 405 · Membership Dues</b>	<u>2,482.15</u>	<u>745.00</u>
<b>410 · Grant Revenue</b>		
413 · City/Government	2,000.00	
414 · Other	<u>0.00</u>	<u>2,000.00</u>
<b>Total 410 · Grant Revenue</b>	<u>2,000.00</u>	<u>2,000.00</u>
<b>415 · Education Class Revenue</b>		
416 · Parks and Recreation Depts	500.00	
418 · Other	<u>300.00</u>	
<b>Total 415 · Education Class Revenue</b>	<u>800.00</u>	
<b>420 · Program Revenue</b>		
424 · Other	<u>0.00</u>	<u>70.00</u>
<b>Total 420 · Program Revenue</b>	<u>0.00</u>	<u>70.00</u>
<b>426 · Fiscal Sponsorship-Revenue</b>	8,475.00	1,529.28
<b>430 · Recycling Revenue</b>	687.93	444.53
<b>434 · Entry Fee Income</b>	0.00	1,661.78
<b>435 · Event Income</b>		
436 · Sponsorships	2,700.00	260.00
437 · Donations	0.00	230.00
439 · TdP Sales/Registration	<u>1,681.65</u>	
<b>Total 435 · Event Income</b>	<u>4,381.65</u>	<u>490.00</u>
<b>450 · Retail Income</b>		
451 · AAB	1,750.00	
452 · Bicycles	28,195.90	19,934.00
453 · Parts	10,458.50	7,429.63
454 · Helmets	1,595.95	493.00
456 · Accessories	7,006.20	6,687.00
457 · Labor	8,628.00	5,728.00

## Washington County Bicycle Transportation Coalition

### Profit & Loss Budget Performance

December 2013

	<u>Jan - Dec 13</u>	<u>Annual Budget</u>
459 · Rubber	3,549.00	2,662.00
450 · Retail Income - Other	1,626.39	5,871.54
<b>Total 450 · Retail Income</b>	<b>62,809.94</b>	<b>48,805.17</b>
460 · Consignment Expense	-2,330.40	-575.00
<b>Total Income</b>	<b>93,475.84</b>	<b>80,920.65</b>
<b>Expense</b>		
504 · Small Tools	0.00	295.00
508 · Business License and Taxes	95.00	81.70
510 · Refunds / Cash over/short	846.00	
515 · Organizational Development		
517 · Conference, Convention, Meeting	10.77	175.22
515 · Organizational Development - Other	185.65	
<b>Total 515 · Organizational Development</b>	<b>196.42</b>	<b>175.22</b>
521 · Accounting/Legal Fees	1,512.50	720.00
522 · Education Class Expenses		
526 · Printing/Copying Educ Class	75.00	27.00
<b>Total 522 · Education Class Expenses</b>	<b>75.00</b>	<b>27.00</b>
527 · Program Expenses	31.93	92.38
528 · Fiscal Sponsorship	0.00	11,348.00
529 · Depreciation Expenses	863.50	863.50
530 · Event Expenses		
531 · Advertising/Promo	446.46	383.14
532 · Printing/Copying Events	0.00	168.90
534 · Permit/Fees	118.00	88.45
530 · Event Expenses - Other	1,260.44	754.52
<b>Total 530 · Event Expenses</b>	<b>1,824.90</b>	<b>1,395.01</b>
533 · Equipment Rental	214.79	168.95
535 · Equipment (under \$500)	99.96	
536 · Community Contributions	50.00	
540 · Insurance		
541 · Business Insurance	1,428.50	1,128.28
542 · D&O Insurance	575.00	716.00
540 · Insurance - Other	0.00	345.60
<b>Total 540 · Insurance</b>	<b>2,003.50</b>	<b>2,189.88</b>
557 · Printing and Copying	447.32	329.00
560 · Retail Expenses		
561 · Cost of Goods Sold	2,969.23	-691.75
564 · Helmets	849.40	751.55

## Washington County Bicycle Transportation Coalition

### Profit & Loss Budget Performance

December 2013

	Jan - Dec 13	Annual Budget
566 · Accessories/Parts	19,980.02	17,171.99
568 · Consignment Expense	0.00	74.25
<b>Total 560 · Retail Expenses</b>	<b>23,798.65</b>	<b>17,306.04</b>
565 · Office Supplies	768.29	1,029.65
577 · Travel	70.00	388.36
<b>580 · General Operating Expenses</b>		
581 · Facility Rent	11,393.48	13,265.00
582 · Utilities	2,667.47	2,238.66
583 · Telephone, Telecommunications	1,331.80	1,456.21
584 · Maintenance&Repair	709.60	747.77
585 · Postage, Mailing Service	138.29	221.70
586 · Shop Supplies	497.83	594.54
588 · Books, Subscriptions, Reference	121.38	244.00
589 · Bank Fees	2,211.98	1,814.28
<b>Total 580 · General Operating Expenses</b>	<b>19,071.83</b>	<b>20,582.16</b>
587 · Uniforms	640.34	
<b>590 · Payroll Expenses</b>		
592 · Salaries/Professional Expenses	23,652.87	16,474.58
597 · Payroll Tax Expense	6,287.57	2,931.92
598 · Payroll Service	1,170.29	470.60
590 · Payroll Expenses - Other	0.00	0.00
<b>Total 590 · Payroll Expenses</b>	<b>31,110.73</b>	<b>19,877.10</b>
601 · Fundraising Expenses	190.60	
610 · Fiscal Sponsorship Expenses	7,627.50	0.00
<b>Total Expense</b>	<b>91,538.76</b>	<b>76,868.95</b>
<b>Net Ordinary Income</b>	<b>1,937.08</b>	<b>4,051.70</b>
<b>Other Income/Expense</b>		
Other Income		
801 · Interest Income	16.01	6.08
805 · Misc Income	0.00	1,480.00
<b>Total Other Income</b>	<b>16.01</b>	<b>1,486.08</b>
<b>Net Other Income</b>	<b>16.01</b>	<b>1,486.08</b>
	<b>1,953.09</b>	<b>5,537.78</b>

Washington County Bicycle Transportation Coalition

2014 Budget

Jan - Dec 14

Beginning Balance 1/1/2014		<u>\$ 13,098.00</u>
Ordinary Income/Expense		
Income		
400 · Contributons/Donations		11,311.00
405 · Membership Dues		1,880.00
410 · Grant Revenue		400.00
415 · Education Class Revenue		550.00
420 · Program Revenue		1,350.00
426 · Fiscal Sponsorship-Revenue		219.00
435 · Event Income		1,000.00
450 · Retail Income		<u>60,715.00</u>
Total Income		77,425.00
Expense		
508 · Business License and Taxes		95.00
515 · Organizational Development		200.00
521 · Accounting/Legal Fees		1,443.00
522 · Education Class Expenses		168.00
527 · Program Expenses		326.00
528 · Fiscal Sponsorship		5,517.00
Total 540 · Insurance		1,806.00
557 · Printing and Copying		379.00
560 · Retail Expenses		20,409.00
565 · Office Supplies		804.00
Total 580 · General Operating Expenses		17,604.00
587 · Uniforms		0.00
Total 590 · Payroll Expenses		29,618.00 .75 FTE
600 · Miscellaneous		264.00
601 · Fundraising Expenses		288.00
Total Expense		<u>78,921.00</u>
Net Ordinary Income		<u>-1,496.00</u>
Net Income		<u>-1,496.00</u>
Ending Balance Projection 1/31/2014		<u>\$ 11,602.00</u>



Phone: (503) 986-2200  
Fax: (503) 378-4381

Articles of Incorporation—Nonprofit

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

REGISTRY NUMBER: 279201-98

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.  
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME: Washington County Bicycle Transportation Coalition

2) REGISTERED AGENT  
Hal Ballard

8) DISTRIBUTION OF ASSETS UPON DISSOLUTION  
Upon dissolution, all assets are to be

3) ADDRESS OF REGISTERED AGENT  
(Must be an Oregon Street Address, which is identical to the registered agent's business office. Must include city, state, zip; no PO boxes.)

distributed to the Community Cycling Center

15597 NW Athens Drive #229

1700 NE Alberta

Portland, Or 97229-9293

Portland, Or 97212

503.288.8864

4) ADDRESS FOR MAILING NOTICES

PO Box 1144

Beaverton, Or 97075-1144

5) OPTIONAL PROVISIONS (Attach a separate sheet.)

6) TYPE OF CORPORATION (Select only one)

Public Benefit  Mutual Benefit  Religious

7) WILL THE CORPORATION HAVE MEMBERS?  YES  NO

9) INCORPORATORS (List names and addresses of each incorporator. Attach a separate sheet if necessary.)

Hal Ballard 15597 NW Athens Dr. #229 Portland, OR 97229

Kat Iverson 15597 NW Athens Dr. #229 Portland, OR 97229

10) EXECUTION (All Incorporators must sign. Attach a separate sheet if necessary.)

Signature

*Hal Ballard*  
*K. A. Iverson*

Printed Name

Hal Ballard

Kat Iverson

11) CONTACT NAME (To resolve questions with this filing.)

Hal Ballard

DAYTIME PHONE NUMBER (Include area code.)

503.984.1761

**FEES**

Required Processing Fee \$50

Confirmation Copy (Optional) \$5

Processing Fees are nonrefundable.

Please make check payable to "Corporation Division."

**NOTE:**

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

HARDY MYERS  
ATTORNEY GENERAL

PETER D. SHEPHERD  
DEPUTY ATTORNEY GENERAL



1515 SW 5th Avenue  
Suite 410  
Portland, Oregon 97201  
FAX: (971) 673-1882  
TDD: (503) 378-5938  
Telephone: (971) 673-1880

DEPARTMENT OF JUSTICE  
PORTLAND OFFICE

Letter #192206

FEB 22, 2007

Washington County Bicycle Transportation Coalition  
Hal Ballard  
PO Box 1144  
Beaverton, OR 97075-1144

**Registration #36399**

Re: Registration under the Charitable Trust and Corporation Act  
and Required Annual Reports

Dear Ladies/Gentlemen:

This will acknowledge registration of your organization under the Charitable Trust and Corporation Act. Your registration number with this office is **36399**.

According to the above mentioned Act, annual reports (form CT-12, CT-12F or CT-12S) will be due not later than four months and 15 days after the close of your accounting period. Our records indicate that your accounting period ends on December 31st. Your annual reports will be due by May 15th of each year. Reporting forms will automatically be sent to you. If you do not receive forms within 60 days prior to the due date for filing your report, contact this office to obtain the prescribed forms.

Please note that our annual reports are in addition to and different from the annual reports that nonprofit corporations must file with the Oregon Corporation Division, Office of the Secretary of State. Questions about annual reports should be directed to the Annual Report Specialist at (971) 673-1880.

**Please keep this letter with your permanent records as it contains your registration number.**

Sincerely,

*Rhonda K. Powell*

Rhonda K. Powell  
Charities Registrar  
Charitable Activities Section

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 05 2006

WASHINGTON COUNTY BICYCLE  
TRANSPORTATION COALITION  
C/O HAL BALLARD  
P O BOX 1144  
BEAVERTON, OR 97075-0000

Employer Identification Number:  
20-2557070  
DLN:  
606074144  
Contact Person: TERRY IZUMI ID# 95048  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 11, 2005  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

**Part X Public Charity Status (Continued)**

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(v)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

*Harold Ballard*  
*Harold R Ballard*

Signature of Officer, Director, Trustee, or other authorized official

HAROLD R BALLARD  
(Type or print name of signer)

4/20/05  
(Date)

CHAR  
(Type or print title or authority of signer)

For Director, Exempt Organizations

*[Signature]*

By

Date

MAY 05 2006

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses.
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.  Yes  No

WASHINGTON COUNTY BICYCLE

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)  
Statute Extension

COMMUNITY EVENTS FUNDING REQUEST

Due: February 13, 2014

Event Name: Tigard High School graduation night  
Address: PO Box 23664  
City, State, Zip: Tigard - OR 97281-3664  
Contact Name: Veronica Predovic  
Telephone Number: 503-709-5026  
E-mail address: Veronica.predovic@gmail.com

1. Request (express in whole dollar amounts only)

Cash

\$ 2000

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

—

Total Request

\$ 2000

2. Purpose of Funding Request:

Support the graduation party for all Tigard High School Seniors.

3. How will this event benefit the Tigard Community?

Our Senior will be in a party, drug and Alcohol free, All night supervised by nearly 50 Parent volunteers -

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

450

5. Please submit the following information with this request:

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

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

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

Liz, I do apologize for the delay - the letter was sent on February 10th but was returned to our PO Box -



## City of Tigard Memorandum

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**To:** Mayor and Honorable City Councilors

**From:** Liz Lutz, Finance and Information Services

**Re:** Community Event grant addition

**Date:** 3/6/14

Attached is the Community Event grant request from Tigard High School Graduation Night Committee. They indicated that their request was returned to them and, therefore, the request did not make the February 13<sup>th</sup> deadline.

I've added their submission to the list of events that you will be considering on Tuesday, March 11<sup>th</sup>.

Thank you.

**AIS-1680**

**4. A.**

**Business Meeting**

**Meeting Date:** 03/11/2014

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

**Agenda Title:** Approve City Council Meeting Minutes

**Submitted By:** Carol Krager, City Management

**Item Type:** Motion Requested

**Meeting Type:** Consent  
Agenda

**Public Hearing:**

**Publication Date:**

---

**Information**

**ISSUE**

Approve City Council meeting minutes.

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve minutes as submitted.

**KEY FACTS AND INFORMATION SUMMARY**

Attached council minutes are submitted for City Council approval.

**OTHER ALTERNATIVES**

N/A

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

November 12, 2013 Council Minutes

December 10, 2103 Council Minutes

January 14, 2014 Council Minutes

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City of Tigard  
 Tigard City Council Meeting Minutes  
 November 12, 2013

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Mayor Cook called the meeting to order.

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Cook	✓	
Council President Henderson	✓	
Councilor Buehner	✓	(Councilor Buehner attended via speaker phone.)
Councilor Snider	✓	
Councilor Woodard	✓	

Staff present: City Manager Wine, Assistant City Manager Newton, Assistant to the City Manager Mills, Assistant Public Works Director Rager, City Engineer Stone, City Attorney Ramis.

Mayor Cook read the following at 6:30 p.m.:

- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss real property negotiations and for consultation with counsel regarding pending litigation under ORS 192.660(2)(e) and (h). 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.

Executive Session concluded: 7:19 p.m.

Study Session agenda items:

- STUDY SESSION
  - A. Briefing about Proposed Changes to the Franchise Utility Ordinance (TMC 15.06)

Assistant to the City Manager Mills presented the staff report. Key points included:

- The staff report included proposed changes to the franchise ordinance.
- Legal counsel for this matter is special counsel, Nancy Werner, from the Beery Elsner firm.
- Since the issuance of the staff report, written comments were received from NW Natural Gas and PGE. Mark Fryburg of PGE was present tonight should the council have questions.
- This matter will come back to the council for consideration as a public hearing item in December or January.

**TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

Council comments and responses included the following:

- Councilor Snider acknowledged he raised the issue of auditing and the draft language proposes more than what he was envisioning. It appears that the city is asking the utility franchise to provide a written report containing an accurate statement in summarized form. He said he hoped that NW Natural and PGE would not find it too burdensome to have an officer verify accuracy. Councilor Snider said he would be more satisfied with the statement with an officer's attestation. Assistant to the City Manager Mills said she understood the feedback from the utilities as a request to not make the reporting requirements burdensome and specialized for Tigard – she said she believes the city's and utilities' desires can be accommodated.
- Councilor Woodard referred to Section 15.06.220 – Location of Facilities (Page 4) – he suggested there should be a distinction made with high voltage (the definition). Ms. Mills said high voltage lines cannot be undergrounded. Mr. Fryburg of PGE clarified that the language pertains to a practical limit for undergrounding.

B. Administrative Items

- Holiday Greeting on TVCTV scheduled November 19 at 6:15 p.m. in Town Hall.
- Council Calendar

November

19\* Tuesday Council Workshop Meeting—6:30 p.m., Town Hall.

26\* Tuesday Council Business Meeting—6:30 p.m., Town Hall.

28-29 Thurs/Fri Thanksgiving Holiday – City Hall Offices Closed.

1. BUSINESS MEETING – November 12, 2013

A.  Mayor Cook called the meeting to order at 7:36 p.m.

B. Roll Call – City Recorder

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Cook	✓	
Council President Henderson	✓	
Councilor Buehner	✓	(Councilor Buehner attended via speaker phone.)
Councilor Snider	✓	
Councilor Woodard	✓	

C. Mayor Cook led the Pledge of Allegiance.

D. Council Communications & Liaison Reports – None.

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

**TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication

 Assistant City Manager Newton reported staff received from Environment Oregon a packet of petitions asking for a plastic bag ban in Tigard. Ms. Newton contacted a member of this group advising several of the signatures on the petitions are not Tigard residents. Petitions will be resubmitted.

B. Tigard High School Student Envoy –  Associated Student Body President EJ Albaugh gave a report on recent and upcoming Tigard High activities. A copy of his report is in the record copy of the meeting packet.

C. Tigard Area Chamber of Commerce – Chamber CEO Debi Mollahan presented a report on recent and upcoming Chamber activities. A copy of her report is in the record copy of the meeting packet.

D. Citizen Communication –  None.



3. CONSENT AGENDA: (Tigard City Council) Motion to:

A. Approve City Council Minutes for:

- September 10, 2013

B. Receive and File:

1. Council Calendar
2. Council Tentative Agenda for Future Meeting Topics

C. Adopt Three-Year Collective Bargaining Agreement Between the City of Tigard and SEIU Local 503/OPEU Local 199 and Authorize the City Manager to Sign

D. Approve a Grant Application to the Connect Oregon V Program to Construct the Tigard Street Trail – Resolution No. 13-46

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

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

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



4. QUASI-JUDICIAL PUBLIC HEARING ON THE CONSTRUCTION, MODIFICATION, CONTINUATION OR ABANDONMENT OF TIGARD TRIANGLE LOCAL IMPROVEMENT DISTRICT (LID) NO. 1 (CONTINUED FROM OCTOBER 8, 2013)

- a. Mayor Cook announced the agenda title and the continuation of the public hearing from October 8, 2013.

Council discussed the video record they received and reviewed. Portions of the video files were missing; however, council members had copies of detailed minutes for those proceedings.

Mayor Cook advised the record was left open at the October 8, 2013, meeting.

- b. Mayor Cook called for updates on declarations or challenges:

Councilor Woodard advised he twice walked the land area of the Local Improvement District. He reported his determination is that this area is blighted and undeveloped. His observations do not represent an issue with regard to any conflict of interest.

Council President Henderson said he drove the area to become familiar with the area.

Councilor Buehner advised she was serving on the City Council when the decision was made to form the Local Improvement District in 2008.

Mayor Cook and Councilor Snider advised they have no changes in status from October 8, 2013, with regard to this project as it relates to bias, conflicts of interest or ex parte contacts.

There were no challenges from the audience regarding any councilor's qualifications to hear and decide this matter, or the jurisdiction of the council as a whole to hear and decide this case.

- c. Staff Report



City Engineer Stone presented the staff report:

- On October 8, 2013, staff presented four alternatives for the council to consider. Since then, staff has revisited and discussed the record. Staff recommends to the City Council that the LID boundary be modified to remove certain properties and that the LID be kept intact and unconstructed until such time as the remaining LID participants wish to move forward with the construction.
- City Manager Wine explained there is not a great deal of guidance in the code or elsewhere defining a clear path forward for the council. The staff discussion was about the right thing to do given the circumstances for this LID. The decision was made to offer a recommendation to assist the council but with the acknowledgement that this is a

**TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

council decision. If needed, the basis for the recommendation can be discussed later at the time the council deliberates the matter.

- In response to a question by Council President Henderson, City Engineer Stone agreed the staff recommendation is articulated in the stated Option 3 in the staff report.

d. Public Testimony

- Ken Nadri, 1510 6<sup>th</sup> Street, West Linn, OR 97068, advised he wishes to have his property removed from the LID. Since the LID was formed in 2008, nothing has happened, which means they have lost five or six years where no work has been done in the area. This has been detrimental to him. At the time the LID was formed the costs were calculated but those costs are now different and continue to be “not in our favor.” Mr. Nadri said in 2008, his assessment was estimated to be almost \$71,000. He calculated (including simple interest for ten years) the payments on the assessments will be close to \$900 per month for ten years. If he could arrange for the same work to be done by a private contractor the amount is about \$50,000 and repayment would be \$562 per month. The LID provides no benefit to him.

In response to a question from Councilor Woodard, Mr. Nadri identified his property in the LID area with the address of 11905 SW 69<sup>th</sup> Street (Lot No. 7601).

Councilor Snider asked about the nature of what is situated on Mr. Nadri’s property. Mr. Nadri said it is residential (three bedroom, two bathrooms) and in a mixed-use zone. Their future plan for the property is for their retirement residence.

- John Kearney, 2508 NE 24<sup>th</sup> Avenue, Portland, Oregon, said he was hopeful the council would follow the previously stated staff recommendation, which included the removal of his and Mr. Nadri’s properties from the LID and holding the LID for future construction. He said he was unaware of the staff’s recommendation before this meeting and said he has a prepared statement to read into the record. A copy of this statement and a spreadsheet showing “signalization costs on Dartmouth Street, Dartmouth Townhomes – 11/12/2013” is on file in the council packet.



Mayor Cook asked for questions of Mr. Kearney by the City Council.

Mr. Kearney commented about the methodology of his analysis regarding the equitable share for his property.

In response to a question from Councilor Woodard, Mr. Kearney clarified that he was never in favor of this local improvement district.

-  Greg Specht, 15325 SW Beaver Creek Court, Beaverton, Oregon, advised that his company, Specht Development, Inc., was the petitioner for this LID and began the process in 2005. Highlights of his testimony included:

## **TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

- His experience with LIDs has been positive. In 1998, his company acquired the 54-acre Beaverton Creek Business Park and assumed two LIDs for a total of about \$1.9 million. The park has grown from one building to 560,000 square feet of buildings and both LIDs have been repaid in full.
- His second experience was with an LID in Tigard. In 1998 he and his partners petitioned the city to create the 69<sup>th</sup> Avenue Assessment District for a total assessment of approximately \$800,000. Had this LID not been created his company would not have developed their 120,000 square foot Tigard Corporate Center, which is now fully leased to Capital One employing 900 people. This LID provided much-needed infrastructure development in the Tigard Triangle.
-  He anticipates similar benefits through the LID now before the City Council to provide needed improvements in this area. He referred to the process used to set up this LID initially by Group Mackenzie and submitted to the city in 2008. It took two years to process this request. The city formally approved the LID in 2008. He said he does not recall why the approval ordinance was declared an emergency.
-  The reason for petitioning for LID No. 1 in the Triangle was to support the development of their 70,000 square foot, \$20 million One Dartmouth office building to be located on 68<sup>th</sup> and Park. The project received SDR approval in late 2007. In 2008 the financial markets bottomed out and only now are there signs of recovery in the commercial real estate business. The One Dartmouth project was shelved due to the financial crisis. The LID improvement process was shelved. To this day, suburban office rents have not recovered to the pre-crisis level and the project still does not make financial sense.
-  He said that as to the question before the council tonight regarding the proposed options, he asked the council to consider the following:
  - Through creation and implementation of this LID, the city can support future development within the Triangle.
  - Any change to this financing tool should at least wait until the two ongoing area-wide planning studies are completed – 1) the Tigard Triangle Strategic Plan and 2) the SW Corridor Study. Results from these studies should be received within the year.

Mayor Cook commented that he serves on the committee for the SW Corridor Study. There will be some delineation as to where routes are proposed between now and the end of the year; however, until additional study is done no decisions will be made regarding where lines will be located. Mr. Specht offered that there might be an indication regarding how the corridor study will impact the Triangle.

- Mr. Specht addressed comments made at the October 8, Tigard City Council meeting. During that meeting Mr. Kearney stated that the LID was gerrymandered and some Specht and other properties were removed. In addition, according to the minutes of the October 8 meeting, Mr. Kearney said that “...he did not want Mr. Specht to do this again in the future to unsuspecting landowners. This process has

## **TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

been very costly, hurtful, damaging – and I don't want other people to have to go through this.” Mr. Specht said that his company has never conducted its business as Mr. Kearney implies. The creation of the LID was overseen by the city. The district boundary and assessment methodology was determined by Group Mackenzie. Mr. Specht acknowledged during the study process leading to the creation of the district some of the Specht land along the eastern right of way of SW 70th was removed from the district, but this was done for very good reasons. Several other properties, fronting on both Baylor and on 70<sup>th</sup> Avenue were also removed from the district boundaries. Mr. Specht said that, “For Mr. Kearney to imply that we somehow jiggered the boundaries is simply self-serving and I greatly resent the implication. As for him to warn the city that you should be careful so I don't do this again to unsuspecting landowners goes well over the line and borders on the absurd...” Mr. Specht went on to recount his company's accomplishments and the value added to area communities. He reiterated that “to imply that I would jeopardize my reputation and that of my company and somehow gerrymander a public process for my benefit to the detriment of other property owners is unconscionable.”

Mr. Specht cautioned Mr. Kearney to be careful when he uses the words “hoodwinked,” “gross misrepresentation,” “intentional misrepresentation” and “fraud” when describing his interactions with the city. These words have very serious meanings... “just as does his claim that my company gerrymandered the district boundaries to our benefit. I have no way of knowing what was said between Mr. Kearney and city staff... however, I cannot ever recall a city employee ever misleading or lying to me or to anyone on any project I have ever been involved with and, therefore, I doubt that such a thing occurred in this case.”

Mr. Specht theorized that Mr. Kearney bought seven residential lots at the top of the market and the market moved against him in the downturn – he's looking for someone to blame besides himself for making a real estate investment that did not turn out very well. Mr. Specht said he contends that the existence of this LID against his property has no impact on its value. Either Mr. Kearney has to dedicate the 11 feet and improve the frontage when he develops his property or the “next guy does.” There does not appear to have been any fraud or misrepresentation by the city and there was “certainly no self-dealing on our part.”

Mr. Specht suggested that the city take a “wait and see” attitude towards making any change to the LID. Give time for the results of the two regional studies to be completed to determine if there are predictions for the future and leave this financing tool in place in the interim. If any affected property owner wants to develop the property before the LID goes forward, they can do so with conditions to their approvals by the City of Tigard. As to the recommendation of staff, Mr. Specht said he understands that Mr. Kearney wants to be removed from the LID boundary and for the city to give him a blanket indemnification against having to participate in any future frontage improvements to his property. Mr. Specht said, “...that's silly, that doesn't happen.” The city has standards for SW Dartmouth. Those standards were effective for the building west of Mr. Kearney's property (Tualatin Valley Fire

## **TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

& Rescue District property) – they widened their frontage. The same condition applied to the approval of Mr. Kearney’s seven townhomes. Mr. Specht said it seemed to him that the existence of the LID does not affect the value of Mr. Kearney’s land and the city should stay the course to see what happens with the economy and the regional studies. The LID can be revisited at a later date.

- Councilor Snider said he reviewed the record and saw reference that at least on one occasion Specht Development asked the city to not move forward and implement the LID. He asked Mr. Specht to comment on these communications to the city. Mr. Specht acknowledged that Specht Development did make such requests to the city and had talked to former City Manager Craig Prosser. He understood that the city was not interested in selling bonds in the marketplace of the time. It was mutually beneficial not to do anything.
- Councilor Snider asked Mr. Specht if his options were to design and build now or abandon it, which would he choose? Mr. Specht said if they were to go ahead now, Specht’s share would probably be about \$20,000 a month. They are now “in the property for \$4.5 million...I would rather not have to pay \$20,000 per month...If I had a choice of those two options, I would opt out. But, I think that – I believe that – the market is recovering...”
- Council President Henderson asked Mr. Specht if he was willing to wait for two years until the City of Tigard is done with their studies. Mr. Specht said that in the event if they were to wait and keep the LID in place and then, for some reason elect to abandon it, they could still proceed with the development and self-finance the required infrastructure. However, the city would end up with half-street improvements on much of the property.
-  Councilor Buehner recalled that when the hearing was conducted in 2008, some properties were deleted from the LID (north side of the LID). She asked Mr. Specht if he thought it was worth revisiting that decision since only half street improvements would be made. Mr. Specht said he believed the properties that were removed at the north end of 69<sup>th</sup> Avenue were on both sides on the street. On the west side of 69<sup>th</sup> Avenue and the south side of Baylor, those property owners did not want to participate, they were in the original boundaries of the district. Mr. Specht took the position that the result would be that the sidewalk would end 150 feet from the intersection and if they wanted to opt out that was all right because it would not negatively affect the rest of the district. At the time, this did not bother him. He referred to the earlier (in this hearing) testimony of Mr. Nadri and Mr. Kearney. Their land will be “obvious” if it is not improved, because it will be different from the surrounding properties if the LID goes forward. The 11 feet that will not be widened on the north side of Dartmouth will be an impediment to future traffic – pedestrian, bikes – etc. This would be a financing vehicle for Dartmouth Townhomes. He said he was sympathetic to Mr. Nadri’s situation, which is a rental house that appears to be in need of repairs. But, if you remove this property from the LID, there will be a gap in the improvements in front of this home. In response

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to Councilor Buehner's question, Mr. Specht said while it would be better if the properties to the north were in the district, he would not strongly advocate placing these properties back into the district.

- Mayor Cook said when he reviewed the original drawing, the properties to the north were in the district, but the properties to the south (Dartmouth Townhomes) were not in this drawing. Mr. Specht said he believed that was correct. He did not recall the process by which the Dartmouth Townhomes were brought in other than because he thought they might have had this requirement as a condition of the previous SDR approval that Mr. Stearn received for an office building to widen the frontage. This would have provided a way to finance the improvements and had the LID gone forward, the improvement would be done and the whole street would be finished.
- Councilor Woodard said that in his review of the record, he recalled discussion by the council at the time that there might be some adjustment to costs and looking at different ways to assess individual properties. He said that he would like to offer some ideas later about asking for a council review of potential options for fair methods of determining assessments.
- Council President Henderson asked Mr. Specht if he would consider purchasing any of the properties if offered for sale? Mr. Specht said he purchased the last piece of property in this area from a family (Sternbergs, Lot 2400). It was a 10,000 square foot parcel between Clinton and Baylor. While over-invested in the neighborhood, he would still consider buying property in the area.



Recess 8:40 p.m.



Reconvened 8:45 p.m.

#### e. Council Discussion and Deliberation



Councilor Woodard referred to the extensive amount of record he reviewed on this matter. Prior to the council making any decision on this LID, he would like some clarification on a couple of areas. He said council might want to review policy and process in three areas to determine if there is a common denominator that would benefit those with land interests:

1. Review the 3:1 assessed land value versus cost of the infrastructure.
2. Review traffic count information for consideration when determining proportional assessments.
3. Review the Floor Area Ratio (FAR) re-designation that occurred relative to the Kearney property restricting how this property could be developed.

In response to a comment by Councilor Woodard, City Attorney Ramis advised city regulations allow the city to determine the assessment methodology. Factors such as the formula used, the degree of ability to develop the property and the proportionality considerations are all elements contributing to assessment. Assessment is not an issue before the council at tonight's hearing.

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The issue before the City Council is, “Is there benefit to the properties within the LID?”

Councilor Woodard said he cannot know the proportionate benefits until the policy/process areas are vetted by council as he described above. City Attorney Ramis advised the legal standard is not whether the benefit is proportional; the legal standard is: “Is there a benefit?” The proportionality aspect will be considered at the time the assessment formula is determined and imposed.

 Councilor Woodard referred to other financial tools where other options might be available to property owners; i.e., programs designated to assist the elderly. He would like more information on this.

 Councilor Woodard commented that when formed, there were hopes that the LID would be of great benefit to the Tigard Triangle. It appears that not everyone located within the district agrees about the benefit. He said he thought there might be a way, if the City Council holds another discussion on these issues, to determine proportional benefits.

 Councilor Woodard reiterated that it would be useful for the other members of council to walk or visit this site to get a feel for the needs of this area before making a final decision on this matter. He said he would like more time to address the questions he raised.

 City Attorney Ramis responded to Mayor Cook regarding the issues raised by Councilor Woodard as they pertain to the decision before the City Council. Mr. Ramis advised that, conceptually it is easiest to think about this process in two steps:

1. The first step is to determine whether the properties in the LID boundary are reasonably benefitted.
2. The second step is to impose an assessment; that is, make a determination what the formula will be on the properties.

Step 2 requires more precision about the proportional benefit for each of the properties.

 Councilor Woodard referred to the quasi-judicial process. While he has the facts on the matter, he feels he is missing information that could help him judge whether there is a possible solution for the majority of the property owners within the LID.

 City Attorney Ramis agreed with Council President Henderson that the question before the council centers on the fact that LID participants have come to the council asking to be eliminated from the boundary of the LID based upon the argument their properties are not benefitted.

City Attorney Ramis said one of the options available to the council is to abandon the LID.

 Councilor Buehner asked if the concept “highest and best use” of the property would have any bearing on the discussion regarding benefit? City Attorney Ramis said “highest and best use” can be

## **TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

a component when evaluating benefit because the law gives broad discretion when determining what is considered to be a benefit.

 Councilor Buehner said she still supports her 2008 position. At that time, there were a lot of older, single-family homes owned by residents who were not ready to redevelop. She said “we have a valid reason to keep the properties in the district that are currently there...” She added that she favored some type of mitigation for the property located along Dartmouth Street. She said it is time to start looking at where we want to go with this property and older, single-family houses are not in the long-term picture for this area – in particular, those located in the middle of Mr. Specht’s properties.

 Councilor Snider said he is troubled by council discussion in January 2008 during which Mayor Dirksen and Councilor Buehner stated that the policy of the city was to not include residential properties in LIDs because it was learned in prior LIDs in the same area that the residents do not benefit when the current infrastructure already meets residential needs. This statement was specifically connected to the Dartmouth Townhomes property. He acknowledged Councilor Buehner’s inquiry about highest and best use of the properties; however, this situation has been ongoing for about eight years and has created a situation where people cannot do anything with their property. People need to have certainty somehow – one of the solutions would be to proceed with the LID now. There is uncertainty for the area’s landowners. He referred to small residential property rentals with the estimated assessments at about two-thirds to three-quarters of the amount of rent that could be collected. Councilor Snider said it is “borderline absurd for the way this has gone on...” Councilor Snider said he questions whether Mr. Kearney’s or Mr. Nadri’s property would benefit from the LID. He offered the choices before the council at this point are to either build the LID now or exclude the two residential properties represented by the owners at the hearing. He referred to Mr. Kearney’s request to be granted a permanent indemnification on the property; he advised he would not be in favor of this.

Councilor Snider referred to the emergency clause contained in the 2008 ordinance. The reason stated for such “emergency” was to allow moving the project forward to take advantage of the weather and a good construction pricing environment. He observed that the request for an emergency did not appear to come from Mr. Specht and might have been staff-driven.

 Mayor Cook commented he has considered each of the options and, at times, each one has had merit in his opinion. He agreed with the previous comments from the City Council members. If the LID had proceeded on the “fast track” as it appeared to have been planned, the LID would now be five years old but (because of the economy) none of the properties would have developed, but they would have been repaying the assessments for about the last five years. He said he would not favor “dismantling” the LID. The question for him is whether to keep the participants in the LID “as is” or allow a couple of the property owners out. There are pros and cons to taking out the two properties, as was the same case five years ago. Building the LID now and imposing the assessments on the property will not attract development but the record would more clearly reflect why the City Council decided to approve the LID. For five years nothing has happened even though questions were being asked about the LID – there were no discussions on the LID by the staff or the council. He emphasized the importance of creating a record to document why the

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council has made its decision with regard to this LID. Such documentation gives certainty on the city's intention with regard to any decision it makes for property owners and developers. Because property lines were adjusted previously, Mayor Cook said he was inclined to do the same with respect to this LID.

 In response to a question from Councilor Snider, City Attorney Ramis advised additional questions could be asked of Mr. Specht if an opportunity is given to anyone else who might want to speak or respond.

 Councilor Snider asked Mr. Specht if he was faced with either having the two properties removed from the LID or abandoning the LID, which would he choose? Mr. Specht said he would let the two properties out of the LID. Mr. Specht added a comment about whether this would be of benefit to residential properties – with regard to Dartmouth Townhomes, the current property owners knew when they acquired that property that the FAR had been transferred to the office building. Under the city code, there is a provision that the land could still be developed for residential purposes. There was value exchanged and when the owners of Dartmouth Townhomes bought the land they knew all they could do was to build residential. There was some impact on the price because the FAR had been transferred. Mr. Nadri's property is different as it is “carryover” and is a rental house, which is an approved use in the district. He noted when the properties develop, they will be required to do the frontage improvements themselves.

 Mayor Cook asked if anyone else in the audience would like to comment. No additional testimony was offered.

 Mayor Cook asked staff about the FAR transfer as it relates to the current Triangle land use planning effort. Would there possibly be an opportunity for additional FAR transfers in the development of the Triangle Master Plan? City Manager Wine and City Engineer Stone responded that this would be a possibility.

 Councilor Buehner said she thinks there are different issues with the townhomes on Dartmouth versus Mr. Nadri's property. She said it is her perception that the lack of an equally wide street on Dartmouth, in the short term, will not deter development. However, having one lot “sort of in the middle” not having the street developed at the same time as everything else would appear to be a detriment to the other property owners. She has a problem with the concept of letting Mr. Nadri's property out of the LID. Councilor Snider countered that the standard for whether a property should be in or out of the LID is whether the LID is of benefit to the property owner. Councilor Buehner said the property owner would benefit because the property would be more valuable but if the road isn't developed in front of Mr. Nadri's property, it might deter other development from occurring.

 Councilor Woodard said he had a similar concern as expressed by Councilor Buehner, which is why he thought it would be beneficial to have a discussion before a decision is made on this matter to check with the landowners before removing other properties. He urged the council to take a

## **TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

more in-depth review on the entire LID process and desired outcomes before proceeding with a decision.

 Councilor Snider commented that the central question before the council for this particular hearing is, “Who is benefitting?” Councilor Buehner said ultimately the properties in the LID will benefit, but the benefit might not be apparent immediately. Councilor Woodard said he would like to explore if there is a way to make the process affordable and doable for all property owners.

 Mayor Cook agreed with the point Councilor Woodard was making not only in terms of value for these properties in this circumstance, but for other situations as well when attempting to finance infrastructure improvements. For example, could there be a provision whereby the assessment would be triggered only upon sale or some other action. He anticipates there will be more council discussion on how to proceed with financing improvements because it will be coming up more in the next few months.

 Councilor Snider said he does not think it is reasonable, in this circumstance, to leave property owners in a position where they have an unknown, indefinite timeline keeping them from doing anything with their property. Discussion followed on timing for the LID with the option of going forward now not viable because of the status of the current Triangle planning process. Councilor Snider added that he did not see a reason for abandoning the LID since Mr. Specht would like it to remain with two of the properties removed. A decision could be made later to change the boundaries of the LID if a new financing tool was developed.

 Councilor Woodard spoke again for his support to work quickly to review the situation. He said after walking the area, he saw that it was a blighted area. The LID is a good idea and he would like to have 30 days to review to decide whether the LID could hold solid as it is now formed. Councilor Snider expressed his doubts that a solution could be formed in 30 days given the complexity of the issues.

 Councilor Buehner said it is time to look at organized redevelopment and the council needs to move ahead. She said she would like to see any decisions made on the matter before the council tonight be set on a timeline so activity would have to occur no later than when the Triangle planning process is completed. She agreed with Councilor Woodard that long-term solutions need to be discussed and implemented. Council President Henderson and Mayor Cook agreed that a timeline is necessary. Council President Henderson said he is confident that the LID needs to be kept intact, but because of circumstances it would be reasonable to allow those people who want out of the LID to be released. The council will have another opportunity to review the LID after the work is completed at some unknown point in the future.

Council President Henderson said he wanted a firm timeline of two years to relook at this matter. First, the city needs to complete the Triangle Master Plan to better understand how the LID, as it is now formed, fits within the plans for the Triangle. Councilor Snider asked if this was with the two properties being removed from the LID now? Council President Henderson said, “Yes.” Councilor

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Snider asked if this was a motion and Council President Henderson indicated that it was and said, “I make that motion.” Councilor Snider seconded the motion.

Mayor Cook summarized the motion:

*The motion is to leave the LID in place, remove the two properties that asked to be removed for now and to place a two-year time limit ~~to build the LID~~ to conduct another council review of the LID. \*(See the clarification below.)*

Mayor Cook clarified that the deadline date could be changed by the council, but the LID would come back before the council within two years for review.

Mayor Cook deferred to City Attorney Ramis who said that, if the council is saying that in two years the LID will be abandoned this is understandable. If the council is saying that in two years the LID will go through a similar proceeding then this is also understandable. But, if the motion is saying the city will just build the LID, then that is confusing.

*\*After brief discussion, consensus of council was that the plan is to have another proceeding to review the LID in two years.*

Councilor Woodard stated he understands the desires of the two property owners who want out of the LID, but he does not believe that this is the right decision at this time. In the next couple of months, circumstances will likely develop and have unforeseen impacts on this area. He noted his concerns that the property owners might end up regretting the way they feel about this LID now and more information and a little more time might help everyone make a better long-term decision.

f. Mayor Cook closed the public hearing.

Mayor Cook called for a vote on the motion:

Mayor Cook	Yes
Council President Henderson	Yes
Councilor Buehner	No
Councilor Snider	Yes
Councilor Woodard	No

Mayor Cook announced the motion passed by a 3-2 vote.



Findings and an ordinance will be prepared for council consideration on a future agenda.

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## 5. REVIEW AND UPDATE OF THE CODE ENFORCEMENT PROGRAM

 Albert Shields, Program Development Specialist/Permit Coordinator and Tim Lehrbach, Livability Compliance Specialist presented the staff report. Report highlights included:

- A PowerPoint presentation was referred to during the staff report. This presentation is on file with the packet meeting materials. The slides illustrated code compliance issues and resolved case success stories.
- Overall, staff is pleased with the performance of the Code Enforcement Program within available resources.
- Changes experienced between 2010 and 2013 were reviewed. (Changes enumerated in the presentation outline.)
  - In response to the 2010 staff reductions, the objectives became to do the best possible job to maintain the program until appropriate resources could be restored.
    - Increase efficiency by streamlining and automating complaint intake and case management procedures.
    - Increase effectiveness by adding administrative remedies to the municipal code, including the explicit authority for the city to abate violations.
    -  The elimination of the code enforcement officer position meant elimination of the process of receiving complaints by telephone or in person, proactive inspections and officer site visits to confirm the basis of complaint or verify compliance.
    - To adjust to staff cutbacks, compliance functions were spread among staff that had other primary duties. The original plan was to have complaint intake handled by clerical staff but that plan was revised to have this done by code enforcement officers who had other primary duties. Approximately the equivalent of two-thirds of an employee has been assigned to code enforcement with that time split between two employees. Code compliance tasks are done on a part-time, time-sharing basis. Staff has begun to rely on citizens to submit complaint detail and notify the city of compliance or non-compliance on properties.
    - Staff utilizes the Accela Permit Management System for complaint intake and case management. Details of this system were explained, which includes auto-generation of letters to complainants and violators.
    - In February 2012, the administrative abatement provisions were added to the code. The current complaint processing system was described. 
    - No staff time is available to investigate every property. A site visit is scheduled only if there is reason to believe a complaint involves a fire or life-safety hazard. If nothing further is heard from the complainant after 60 days, staff assumes the property has been brought into compliance and the case is closed.
    - For Housing or Development Code complaints, staff tries to conduct as much of their investigation as possible by telephone or email

### **TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

correspondence. Staff is more likely to perform an onsite inspection for these cases.

- Volume of complaints has dropped by about 50 percent, from approximately 425 annual cases to the current 210 cases. This reflects that the city is no longer proactively inspecting or looking for violations. In addition, it now takes more effort for someone to file a complaint. The current number of cases per year is somewhat steady under the new system. Caseload is seasonal – in summer 43 percent of all complaints are received and in the spring 33 percent of all complaints are received (most are vegetation related and, in fact, such cases make up 50 percent of the total number of cases).
- Comparing accomplishments against objectives, the following was reported:
  - Staffing has been reduced by .35 FTE.
  - The dedicated vehicle was eliminated for code enforcement site visits.
  - Intake and case management were successfully automated.
  - Compliance letters were successfully automated.
  - The administrative and abatement provisions were added to the municipal code in February 2012. These changes consolidated nuisance citations into Title 6, making the provisions more accessible to customers. The abatement provisions work well.
  - The estimated time for receiving a complaint to sending a compliance letter is within two days for 80 percent of cases and within one week for 95 percent of cases.
- Shortcomings were enumerated:
  - Measures for confirmation of compliance are unknown because site visits have been cutback as a practice. Little confirmation is forwarded by complainants or respondents about whether compliance was achieved.
  - Measure for timing of compliance is unknown.
  - There is little or no personal contact with complainants or respondents. This reduces the impact of enforcement actions and customer satisfaction.
  - Types of complaints were reviewed:
    - Respondents say complaints are invalid (incorrect address or assessment of situation).
    - No enforcement officer is available to speak to complainants or respondents.
    - Complainants want to tell someone about the situation rather than fill out a form.
    - The problem does not get fixed fast enough or not at all.
    - No name or phone number is provided in the letters generated to complainants or respondents. Respondents, in particular, complain there is no one to contact when they have brought the situation into compliance or to explain why compliance is difficult for them.

## **TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**

- In summary, customers want faster, more direct action by the city. Complainants want faster action and often want someone from the city to make a site visit to speak directly with the violator. Some complainants become frustrated if they do not know what has happened with their complaint. They want personal follow up and they are not satisfied with a letter acknowledging the complaint – many do not realize they can search for the case status online.
  - Overall, the program is functioning as had been anticipated when the changes were made in 2010. Both the advantages and shortcomings are largely as expected. Complaint intake and case management procedures have been greatly streamlined and automated and staff is doing the best they can until dedicated resources are restored.
  - For the future, the city has a new Livability Compliance Specialist who will be handling the development and housing code. Staff is looking at doing some possible program adjustments and improvements including naming the enforcement officer on compliance letters and providing a telephone number for call back. In January staff will begin to reexamine the restrictions on chickens and livestock.
  - When resources are restored, staff looks forward to confirming compliance with site visits and proactively enforcing the sign code provisions.
- Council discussion:

In response to Councilor Woodard, Mr. Lehrbach advises he has worked for the city in various capacities since December 2009. His first day as Livability Compliance Specialist is next Monday. This is a full time position and along with code enforcement he will perform planning functions.

Councilor Snider suggested volunteers could take photos (staying in the public right of way) for certain code violations. Councilor Buehner said the complaint system asks for the complainant to provide a photograph of the problem. Councilor Snider said he was thinking this would be to validate the report of the problem for follow up. Mr. Shields responded that this would be a good idea for follow up.

Councilor Woodard inquired if an internship program in this area would be feasible. City Manager Wine said there are several options for structuring the program.

Councilor Buehner referred to the 2010 budget cuts and the representation at that time was that there was going to be a great reduction in staff time spent on code enforcement. With the report tonight, it sounds as if the city is still providing about two-thirds of an FTE for this program while the service has declined significantly. She questioned whether the decision made in 2010 was a good one. Mr. Shields agreed that a full-time code enforcement officer would mean staff could make better inroads in resolving complaints received and allow staff to take proactive action.

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Council discussion followed on the fact that the caseload is down and this is most likely because staff is not out looking for violations. Mayor Cook said this might be acceptable but he is concerned about requiring citizens to go online, navigate the system, fill out the correct information and then they are frustrated when nothing happens not realizing the city was relying upon them to follow up on the situation. This reduces customer satisfaction. The mayor commented on the numerous complaints he receives about code enforcement. He said he often ends up following through by filing the complaint because the citizen was having trouble figuring it out. He acknowledged Councilor Buehner's comments that the city is already funding two-thirds of a position. He suggested this is a discussion to be had during the next budget review.

City Manager Wine confirmed for Councilor Snider that the requested budget from staff regarding the code enforcement program has not been assembled yet.

Councilor Buehner agreed with Mayor Cook that this topic needs to be revisited.

- 6. COUNCIL LIAISON REPORTS – None.
- 7. NON AGENDA ITEMS – None.
- 8. EXECUTIVE SESSION: Not held.
- 9. ADJOURNMENT: 10:02 p.m.



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

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

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

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Catherine Wheatley, City Recorder

Attest:

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Mayor, City of Tigard

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

**TIGARD CITY COUNCIL MEETING MINUTES– NOVEMBER 12, 2013**



## City of Tigard

### Tigard City Council Meeting Minutes

December 10, 2013

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- STUDY SESSION

Mayor Cook called the meeting to order at 6:31 p.m.

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

Staff present: City Manager Wine, Assistant City Manager Newton, Interim Public Works Director Rager, Public Works Office Manager Gaston, Parks Manager Martin, City Attorney Ramis, City Recorder Wheatley

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

Parks Manager Martin presented the staff report regarding requests to name parks under the guidelines of the “City of Tigard Naming and Recognition Policy” adopted in September 2013. The details of the request for park names and the associated park properties are contained in the staff report and attachments on file with the meeting packet materials.

After discussion, council consensus was for staff to return at a later date for council consideration to name the following parks:

- Bagan Park
- Bull Mountain Park
- Sunrise Park
- Cach Park

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#### **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

B. Administrative Items

- Council received a copy of an attachment to Consent Agenda Item 3C – Cost Sharing Formula Exhibit A to IGA
- Council discussed the possibility of changing the City Center Development Agency meeting from the first Tuesday of each month to the third Wednesday. After discussion, the majority of the council members agreed to keep the CCDA meeting on the first Tuesday.
- Council reviewed the upcoming Council Calendar:

December

17	Tuesday	Workshop Meeting, 6:30 p.m., Town Hall
24	Tuesday	Council Business Meeting – Cancelled
25	Wednesday	Christmas Holiday – City Hall Offices Closed

January

1	Wednesday	New Year’s Day Holiday – City Hall Offices Closed
7	Monday	City Center Development Agency Meeting 6:30 p.m., Town Hall/RRCCR
14	Tuesday	Reception and Mayor Cook’s State of the City 4:30-6:15 p.m. Council Business Meeting, 6:30 p.m., Town Hall/RRCCR
20	Monday	Martin Luther King, Jr. Holiday – City Hall Offices Closed
21	Tuesday	Council Workshop Meeting, 6:30 p.m., Town Hall
28	Tuesday	Council Business Meeting, 6:30 p.m., Town Hall/RRCCR

- EXECUTIVE SESSION: Not held.

1. BUSINESS MEETING – December 10, 2013

A. Call to Order – Mayor Cook called the meeting to order at 7:32 p.m. 

B. Roll Call:

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

C. Pledge of Allegiance – Mayor Cook led the Pledge of Allegiance.

**TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

D. Mayor Cook called for Council Communications & Liaison Reports.

 Councilor Buehner advised she had a report to give later in the meeting about a seminar she attended in Seattle.

E. Mayor Cook called for Council and Staff for Non-Agenda Items: None



2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

A. Follow-up to Previous Citizen Communication– None.

B. Tigard High School Student Envoy –  Associated Student Body President EJ Albaugh updated the City Council on recent activities at Tigard High School. A copy of his written report is on file with the record copy of the council meeting packet.

C. Tigard Area Chamber of Commerce – No report.

D. Citizen Communication

 Mr. Wayne Waldron, 13495 SW 74<sup>th</sup> Avenue, Tigard 97223 spoke to the council about ongoing parking issues in his neighborhood. He acknowledged efforts made so far, but commented on the illegal parking (in front of fire hydrants) and impacts to the neighborhood with employees and patrons parking on-street instead of in the businesses' parking lots. He mentioned the efforts of Sgt. Fox and noted appreciation. During discussion, other tools for addressing Mr. Waldron's concerns were mentioned such as signage or availing the neighbors and businesses of mediation services to explore solutions.

Mayor Cook and Councilor Woodard commented that similar situations are likely to occur in the future and requested time be set aside at a future council meeting time to discuss how to address impacts of commercial development on adjoining neighborhoods.

 Steve Bintliff, 13520 SW 122nd Avenue, Tigard 97223; addressed the council about an agenda item following later in the agenda. He referred to the "Big Box" code options discussion. Mr. Bintliff urged and supported: 1) the proposal to require the identification of the applicant when a development is proposed. 2) take into account the full impact a big box store would have on the community.

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## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

3. CONSENT AGENDA: (Tigard City Council)

- A. Approve City Council Minutes for:
  - October 15, 2013
  
- B. Receive and File
  - 1. Official November 5, 2013, Special Election Results for Ballot Measure 34-207 approving a "Charter Amendment to clarify urban renewal provisions."
  - 2. Council Calendar
  - 3. Council Tentative Agenda for Future Meeting Topics
  
- C. Approve and Authorize City Manager to Sign Regional Justice Information Network (RegJIN) Intergovernmental Agreements

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

The motion passed by a unanimous vote of City Council present:

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

4. PROCLAIM DECEMBER 10, 2013, AS HUMAN RIGHTS DAY

 Mayor Cook read the proclamation declaring December 10, 2013, as Human Rights Day.



5. APPOINT BUDGET COMMITTEE MEMBERS JULIE PLOTZ AND BILL BIGCRAFT AND BUDGET COMMITTEE ALTERNATE MEMBER TIMOTHY ESAU - RESOLUTION

- Financial and Information Technology Director LaFrance presented the staff report reviewing the recommended appointments to the Budget Committee.
  
- Motion by Councilor Snider, seconded by Councilor Woodard, to adopt Resolution No.13-49.

**RESOLUTION NO. 13-49 – A RESOLUTION APPOINTING BILL BIGCRAFT AND JULIE PLOTZ TO THE BUDGET COMMITTEE AND APPOINTING TIMOTHY ESAU AS AN ALTERNATE MEMBER**

**TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

The motion passed by a unanimous vote of City Council present:

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



6. APPOINT PLANNING COMMISSION MEMBERS MICHAEL ENLOE AND CHRISTOPHER OUELLETTE AND PLANNING COMMISSIONER ALTERNATE MEMBERS JOHN GOODHOUSE AND TOM MOONEY

- Assistant Community Development Director McGuire presented the staff report reviewing the recommended appointments to the Planning Commission.
- Motion by Councilor Woodard, seconded by Councilor Buehner to approve Resolution No. 13-50.

**RESOLUTION NO. 13-50 – A RESOLUTION APPOINTING CHRISTOPHER OUELLETTE AND MICHAEL ENLOE AS VOTING MEMBERS OF THE TIGARD PLANNING COMMISSION, AND JOHN GOODHOUSE AND TOM MOONEY AS ALTERNATE, NON-VOTING MEMBERS**

The motion passed by a unanimous vote of City Council present:

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



7. REQUEST FOR PUBLIC INPUT ON THE CITY MANAGER PERFORMANCE REVIEW CRITERIA

- Assistant City Manager Newton presented the staff report. The criteria and process set by the City Council on November 26 was outlined and contained in the written staff report. The purpose for this agenda item is to give the public an opportunity to provide input on the review criteria.
- A sign-up sheet was provided for the public to sign in should anyone choose to give input; no one signed in to speak.

**TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

- The city manager’s review is scheduled to take place during an executive session on December 17, 2013.



8. AUTHORIZE THE CITY MANAGER TO EXECUTE AN EASEMENT RELATED TO THE POTSO DOG PARK PARKING LOT PROJECT

8:20 p.m. - estimated time

- Public Works Office Manager Gaston presented the staff report. Staff requests the council authorize the city manager to execute an electrical line easement related to the Potso Dog Park parking lot project.
- Motion by Councilor Buehner, seconded by Councilor Woodard, to authorize the city manager to execute an electrical line easement related to the Potso Dog Park parking lot. Project.

The motion passed by a unanimous vote of City Council present:

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



9. VIEW A PROMOTIONAL WATER VIDEO PREPARED BY THE LAKE OSWEGO/TIGARD WATER PARTNERSHIP

- Lake Oswego-Tigard Water Partnership Project Director Koellermeier presented the staff report and presented a promotional water video prepared by the Lake Oswego Tigard Water Partnership.

The video was created to promote the importance of water and will be aired on a number of different sites, which were listed in the written staff report.

**TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**



## 10. REVIEW AND DISCUSS REPORT ON OPTIONS FOR BIG BOX TIGARD MUNICIPAL CODE RELATED AMENDMENTS

- City Attorney Ramis presented the staff report. He referred to an October 14, 2013 memorandum prepared by his office, which was distributed to the council along with the written staff report. The memo addressed two questions that the council raised:
  1. What is the status of regulations for overnight parking; specifically, the use of RVs in big box parking lots. And, is there an opportunity for further legislative action by the City Council.

Three ways to approach this were identified and could be implemented depending on the policy objective of the City Council:

- a. There is current language in the code that prohibits overnight camping in public places. The code could be interpreted to apply to the use of RVs parked overnight in big box parking lots because those lots are available to the public.
  - b. Specifically articulate that in the code “we mean overnight parking and RVs in big box projects” with regard to disallowing such parking.
  - c. Leave the status quo in place and not enforce.
2. Whether it would be possible to disclose the identity of a tenant for a big box project during the land use process.

There is no difficulty in requiring that the tenant’s identity be disclosed; however, City Attorney Ramis said the problem arises when trying to distinguish between tenants to approve or disapprove a land use application based upon who the tenant is. This is legally difficult to accomplish. Land use regulations cannot be applied arbitrarily allowing regulators to say one company is acceptable and another is not. Criteria would have to be developed that would somehow distinguish one type of user from another; i.e., based upon impact. Developing such criteria would be difficult.

- Councilor Buehner reviewed her experience with regard to citizen concerns about aspects of the process; i.e., notification of the application. When this initial request went to the Planning Commission, Target was named as the tenant for this site. The code does not require disclosure of the tenant or letting the city know when a change of primary tenant occurs. Citizens would like to have an opportunity to comment when a primary tenant is named. She indicated there should be no problem in providing citizens another opportunity to give this input.

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### **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

City Attorney Ramis outlined how he thinks the procedure outlined by Councilor Buehner above would work. The land use would be good for only one tenant so if there is a change in tenant there would be another hearing. The question to answer would be to define the criteria – what would be different from the first hearing. Councilor Buehner said the primary concern is allowing the public to have an opportunity to voice concerns regardless of whether or not the decision is changed. Councilor Snider observed that it appears the point by Mr. Ramis is that if a new hearing is required, it is presumably because you could make a factually different decision. If the content of the application and the applicable review criteria is unchanged, then he offered it would be unsupportable to change the decision. While he has voiced his desire to determine if there are options available to address concerns, in the context of land use, he does not see a viable land use option. He said another review process could probably be required, but he did not see how a decision could change if the content of the application and the review criteria are the same.

Councilor Buehner clarified that her objective is to address the concern she has heard from citizens for the opportunity to be heard so that an applicant can know the feelings of the community. This would also provide a venue for communication to, perhaps, create a better working relationship. Councilor Snider said he is supportive of this communication offering; however, he said he is unsure how this could be accommodated using a land use process.

City Attorney Ramis counseled that it is important for the council to identify its policy objective: Is the hearing held to present information or is it to provide a forum to make a regulatory decision. An information hearing would be easier to define and prescribe process. Another question to answer is to determine when process steps are to be followed – what triggers additional steps; i.e., a GI Joes tenant goes away to be replaced by a Sports Authority tenant – would that trigger a hearing.

In response to a question from Councilor Woodard, City Manager Wine advised the council needs to determine what end it is seeking from whatever regulatory process it wants to put into place. Staff wants to hear from council the end state it is trying to effect or mitigate. Then the criteria for regulation can be defined; i.e., square footage limitations/requirements, zoning designations for big box retail stores, etc.

 Councilor Snider asked if one criterion, as an example, would be for a governing body to determine that a business would be a net positive impact to the community. City Attorney Ramis said a governing body could make every retail use over a certain size a conditional use with a hearing required with some sort of public interest criteria set. Mr. Ramis said this criterion must be definable and staff must be able to consistently, fairly apply the standard. Councilor Snider offered this is what the community members who have spoken are expressing; i.e., is there net positive benefit to the community at large. He

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## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

acknowledged that criteria cannot be set aimed at a specific business; however, if every big box development from this point forward had to meet these basic criterion this, along with what Councilor Buehner is suggesting (a more open, public input process), might address many of the concerns.

 Mayor Cook asked for clarification of a legal question. He said he understands that the city cannot regulate what type of business goes in and where. Whether it is a strip club or a medical marijuana facility, the city cannot stipulate one is acceptable and another is not. The court cases he has viewed indicate that cities who attempt this type of regulation do not win this argument. Mr. Ramis agreed it would be difficult to regulate but, for example, regulations have been put into place to discourage adult businesses. Mayor Cook referred to a point made by Councilor Woodard, which would be to stipulate no big box establishments would be allowed; however, the ability to pick and choose the specific big box retailer would not be possible. City Attorney Ramis said the only way this could be done would be to set up some sort of criteria and attempt to define the dimensions of impact to determine whether various big boxes were dissimilar within those dimensions. Councilor Woodard added he was not opposed to all big boxes but suggested that zoning might be a tool because all these types of uses are located in one area. He suggested regulations aim at the scope, size and impacts to the area. City Attorney Ramis agreed that location of businesses is something that can be regulated through zoning as long as all applicants are treated the same.

In response to a question from Council President Henderson, City Attorney Ramis affirmed that size limitations can be imposed; however, once an application has been filed, the rules cannot be changed.

Councilor Buehner inquired about an existing business that wants to tear its building down and replace it with a bigger one. Any new regulations should address this type of situation. City Attorney Ramis said he understands that if this type of situation were to occur now, a site design review is required along with a public hearing process.

City Manager Wine said staff is looking to the council to give guidance about the council's overall policy objective and whether the council needs additional information from staff.

Mayor Cook advised the reality is that tenants change as a developer sets out to build commercial structures. Often a developer does not know what business will eventually occupy a structure. Councilor Buehner said most big box developments have a primary tenant with other businesses located in the locale; however, the major tenant has been named. Her focus would be on the naming of the primary tenant that has the majority of the space. Mayor Cook asked Councilor Buehner about her comment that the hearing be more of an informational session and he agreed this would be acceptable. But, he agreed with the city manager that the council should state the purpose of such a hearing. If no

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## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

change can be made to the previous decision, then this would just be an informational hearing. Councilor Snider suggested that because of the magnitude of the impacts that these large retail businesses have to our community, he thinks the council should make the attempt to come up with an overall public interest set of criteria. He offered that such regulations should be limited to one business operation with significant square footage. A starting point would be to select a square footage limitation and going over this limit would trigger additional review criteria. He would look to staff for a recommendation as to the amount of square feet that would trigger this next level of review.

City Manager Wine said if this is the consensus of council, staff will review this and bring back information:

Developing a concept about a size threshold triggering additional criteria. Specificity could be outlined identifying a clear way to understand what is meant by community benefit or impact to the community.

 Council President Henderson asked about the definition of public parking and whether private property could be regulated. City Attorney Ramis said the city currently has a prohibition on camping in public areas. The issue is what is meant by “public areas.” Mr. Ramis said one option would be to say that a public area is one that is available to the public to occupy and this would include the parking lot of a large big box store. He suggested this could be made explicit by saying so in a code amendment. Size limitations could also be specified. Councilor Snider, in response to a thread of discussion, noted there would be a difference between parking an RV in a public lot and camping. City Attorney Ramis said camping and use of a campsite is defined in the city code.

 Councilor Buehner said in her recent review of the code, the word “public” appears to create the perception that this word is referring to “publicly owned property.” Councilor Snider said in the criminal code “public” refers to places open to the public; however, he agreed a specific definition in the Tigard code would provide clarity. Councilor Buehner mentioned a similar ordinance regarding RV parking is under review by the City of Sherwood.

 City Manager Wine called the council’s attention to an earlier question: “What is the end state that the council is hoping to achieve and what is it about parking RVs in parking lots overnight that is either a nuisance or actionable by the city – what are you trying to resolve?” Councilor Snider said from the discussion in June, he recalled that camping in the parking lots was something the council did not want to happen because it was a nuisance. Mayor Cook said since then, the council has received written communications from people on both sides and mentioned those who are RV travelers and appreciate a safe overnight place to stay. Others feel the opposite way and do not want overnight camping in parking lots allowed. He suggested the council determine whether this is a problem now or is the

## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

council attempting to resolve a problem that does not exist – how do the police feel about this matter. Is there experience to be observed from other communities that allow or do not allow overnight camping? Councilor Snider said he did not think it was a law enforcement question exclusively; is there an overall, visible and non-criminal activity element (nuisance) to consider.

 Councilor Buehner offered that there are RV camp areas providing places for people to camp overnight. She said feels it is inappropriate to have RVs camping overnight in public parking lots.

 Mayor Cook said he did not disagree with Councilor Buehner’s statement about camping in public lots; however, he called attention to the option of looking at square footage of existing big box retailers; i.e., home improvement centers. He cited the example of a late-night delivery and due to hours that can be logged driving, they can choose to stay in their cab to rest. Councilor Buehner said she did not think this was the same thing. Councilor Snider referred to the need to define the difference. Councilor Woodard added his personal support for the safety of parking in a public lot and if a nuisance issue should come up, then he pointed to the property management to enforce and mitigate problems.

 Council President Henderson asked if a property owner could potentially be in a situation where it would be necessary to post against such parking. City Attorney Ramis confirmed that unauthorized parking could be legally (proper posting of signs) remedied by having the offender’s vehicle towed away.

 In response to a comment from Councilor Buehner about her noting that she appeared to be the only member who was reluctant to allow overnight camping, Councilor Snider said he said he would support restrictions on parking. He noted his earlier support for other potential regulations; i.e., minimum wage requirements – but recognized the lack of majority council support to pursue additional legislative options. Councilor Buehner expanded that her concerns are with an element of people who would take advantage and cause problems in the community or pose safety concerns.

 Mayor Cook invited Chief Orr and Assistant Chief deSully to speak on their review of whether other areas experience problems when overnight camping is allowed. Chief Orr surveyed a number of police chiefs throughout the state where big box stores were located. These chiefs said, as far as law enforcement issues are concerned, problems in these lots where camping is allowed or not represents no difference in experience. Very little to no problems were experienced when people were allowed to park overnight. Mayor Cook noted that in the case of Walmart stores it is a store-by-store management decision whether to allow overnight parking. It is unknown whether Tigard’s Walmart store will allow such parking.

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## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

 Councilor Buehner asked Chief Orr if he had any information with regard to how many of the big box stores in the community post signs advising there can be no overnight parking. Chief Orr said he has not done any locally based surveys to ascertain whether individual property owners have posted their properties prohibiting overnight parking. Councilor Buehner said her decision would be affected if most of the stores were banning overnight parking. She said residential neighbors might feel less comfortable if this were allowed.

Chief Orr noted that Walmart stores are not typically sited in residential areas and the Tigard Walmart is not in a residential area. He acknowledged Councilor Buehner's observation that residential areas are immediately adjacent to the Tigard store.

Councilor Snider made an informal motion to move forward to make the code explicit that camping is not permitted in parking lots of big box retailers. Councilor Buehner advised she would support this position. Council President Henderson said he would like staff to look into potential costs for enforcement and what would have to occur to make this happen. City Manager Wine advised staff would research the code more specifically as it relates to camping in the parking lots of big box retailers including potential implications from perspectives of community development or police enforcement. Council President Henderson suggested that the camping regulations specific to big boxes might be too limiting; e.g., overnight camping might be allowable in other types of locations such as a lumber yard or the American Legion property.

 City Manager Wine ask for clarification from the council to understand the difference between the American Legion allowing an RV to park overnight and a big box retailer allowing an RV to park overnight. If the problem to be solved is that it is perceived a nuisance, then what is the difference?

 Councilor Buehner noted in other jurisdictions other private clubs such as the Elks or Lions, etc., obtain a local jurisdiction permit to allow overnight camping and the campers must be members of the particular organization.

 Councilor Snider said his intent throughout the conversation on this matter has been to react to concerns from a group of citizens. He has not heard concerns from other specific places. He noted he knows the police have enforced the prohibition on camping.

 Chief Orr observed that a smaller store is more likely to be sited in a residential area, so if the purpose is to prohibit this, then allowing it would be counterintuitive. Secondly, he has noticed that RV overnighers who typically park in big box lots are not representative of the types of travelers documented to cause problems in a community. He suggested that

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## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

limitations placed on big box stores would likely mean these limitations would need to be placed on everyone to avoid such uses moving to smaller stores, which would be more likely to be located in residential areas. Councilor Woodard agreed care is needed to be fair and wanted to avoid targeting a specific business. He commented that business owners have a lot of regulations imposed upon them and, in his experience, the array of regulations can be frustrating. He supported allowing businesses to have flexibility to determine their own customer service policies. Lacking evidence showing that allowing overnight camping is a nuisance, he is inclined to not want to think about this further as it seems to be focused on a singling out a specific issue that appears not to be a problem. Chief Orr said he has made an effort to determine whether allowing overnight camping has been an issue; he said he has found no evidence that it is a problem.

 City Manager Wine advised staff would follow up as follows:

- The initial intent is to apply or research more specificity in the code that says that camping is not permitted in big box retailer properties. However, as the council discussed this matter, it was expressed that this should not necessarily be focused on big box retailers alone. Staff will review the scenarios as there might be practical limitations on choosing the type of business for limitations. Legal and operational implications will be reviewed and presented to the council.

 Councilor Snider asked if anyone else on the council was willing to look at any further regulation of big box retailers. Councilor Buehner commented she would be willing to review other options further. A council consensus majority was not expressed to review other options.



#### 11. DISCUSS TIGARD'S LEGISLATIVE AGENDA FOR THE 2014 OREGON LEGISLATIVE SESSION

Assistant City Manager Newton presented the staff report and reviewed policies issues for council consideration to be included in its 2014 Legislative Agenda for the short 35-day session scheduled to begin February 4, 2014. A list of the policy issues is shown in the staff report. Also included in the staff report were the League of Oregon Cities Policy Issues of Interest and the 2013 Tigard Legislative Agenda.

Ms. Newton highlighted the vertical housing program for which Tigard's economic development manager is interested in to use as a tool for downtown development. This might not be as urgent as the state is considering moving the program and this will not need to be addressed until the 2016 session.

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### **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

Discussion was held regarding the limited number of bills that will be addressed during this short session.

Council President Henderson referred to the importance of the Water Supply Development Fund Appropriation topic for the legislative agenda. There is a significant amount of water up for a one-time allocation decision and it is imperative that the City of Tigard participates when this is under consideration. Councilor Buehner suggested the city manager and mayor meet with Tigard's legislators during the short session should this become a topic that is high on the legislature's priority list.

Lake Oswego-Tigard Water Partnership Project Director Koellermeier advised the Water Supply Development Fund Appropriations deals with the re-appropriation of the federal storage rights behind the dam on the Willamette River.

In response to a question from Councilor Snider, City Manager Wine gave additional information about the medical marijuana issue. Council, through the League of Oregon Cities, has issued an opinion about the way in which cities have the authority to regulate medical marijuana dispensaries. At this time, issues concerning the conflicts between federal and state laws are under review. Much will depend on whether the legalization of marijuana moves forward to make progress in resolving the issue. Councilor Buehner added that some people are expecting a citizen-initiated measure and the legislature might come up with something that might be more palatable.

City Manager Wine said the League has contacted city officials about issues regarding Local Improvement Districts. The League might ask City of Tigard representatives to talk about our recent experience with LIDs.

Assistant City Manager Newton will submit the 2014 Tigard Legislative Priority List to the council on January 14, 2014 for formal approval.



12. APPROVE THE THIRD AMENDMENT TO THE LAKE OSWEGO/TIGARD INTERGOVERNMENTAL AGREEMENT (REGARDING WATER SUPPLY FACILITIES, DESIGN, CONSTRUCTION AND OPERATION) TO INCLUDE PURCHASE OF THE MAPLETON PROPERTIES AND SHIFTING OF 4 MILLION GALLONS PER DAY (MGD) OF CAPACITY FROM LAKE OSWEGO TO TIGARD



Assistant City Manager Newton presented the staff report. The proposed amendment will shift 4 million gallons per day (mgd) of the capacity from Lake Oswego to Tigard. The amendment also covers the purchase of the Mapleton properties. This topic has been discussed by the Tigard council in executive session and staff believes the amendment reflects the proposed contract terms. The City of Lake Oswego is scheduled to take action on this item next week.

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## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

 Councilor Buehner clarified that the initial agreement provided that Lake Oswego would have 24 mgd out of the 38 maximum; Tigard would have 14 mgd. This amendment would change the allocations to 20 and 18 respectively.

 In response to a question from Council President Henderson, Lake Oswego-Tigard Water Partnership Project Director Koellermeier clarified the Mapleton properties purchase. The City of Lake Oswego acquired what has been termed the “Mapleton properties” before the partnership was formed. As the use of the property was examined along with the expansion of the treatment plant, it was questionable whether we would need to use those properties. The Mapleton properties were excluded until it could be determined whether they need to be used. Since receiving land use approvals, the properties are now being used and the agreement identified that should they be used and approved by a land use process, then that would trigger the need for Tigard to purchase its commensurate share of those properties, \$719,000.

 Councilor Snider thanked staff for doing a good job of moving forward with the council’s desires related to this amendment. This will allow the City of Tigard more flexibility in the next 15-20 years or more regarding the water supply and quantity we will own. He said he intends to vote “enthusiastically yes.”

 Mayor Cook agreed with Councilor Snider’s comments in that this change will give Tigard a chance to buy water for the future. This will buy the city another 5 to 10 years of water supply at today’s prices, which will represent a substantial savings in later years. He will also vote enthusiastically yes as he believes it is a “good deal for our kids and grandkids.”

 Councilor Woodard advised that another nice aspect about this change is that because of the way this is folded into the costs, this will not be a “huge hit” to the ratepayers. Lake Oswego-Tigard Water Partnership Project Director Koellermeier responded to a comment from Councilor Woodard and concurred that this will be the most inexpensive water capacity addition the city will ever have the opportunity to purchase and will modestly impact the consumer at this point.

 Assistant City Manager Newton pointed out the extra 4 mgd could be sold as surplus if buyers are found and the city will retain this revenue.

 Councilor Buehner said she also enthusiastically supports this amendment. She commented she has worked on Tigard’s water supply issue for Tigard for 19-1/2 years. She noted that two adjacent jurisdictions are considering using Willamette River water and will probably be looking at finding some interim assistance and Tigard will now have water to give this assistance. Councilor Buehner specifically recognized Assistant City Manager Newton for her diligent efforts negotiating this. Assistant City Manager Newton acknowledged the comments from Councilor Buehner and gave credit to Lake Oswego-Tigard Water Partnership Project Director Koellermeier as integral to the negotiations to achieve acquiring the additional mgd.

## **TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

Motion by Councilor Snider, seconded by Councilor Buehner, to adopt Resolution No. 13-51.

**RESOLUTION NO. 13-51 – A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE WATER PARTNERSHIP INTERGOVERNMENTAL AGREEMENT, INCLUDING THE PURCHASE OF THE MAPLETON PROPERTIES, THE SHIFTING OF FOUR MILLION GALLONS A DAY OF CAPACITY TO TIGARD AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT**

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

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

13. NON AGENDA ITEMS – None.



14. COUNCIL LIAISON REPORTS

Councilor Buehner attended the NLC meeting in Seattle in November. She referred to information she distributed to the City Council:

- Information associated with a seminar about better ways to achieve a positive resolution when parties disagree. Looking at the end goal and taking small steps were outlined. Councilor Buehner thought this information would be useful when the council works with citizen groups and other local governments.
- Information associated with a seminar about economic development. The course did not focus on the standard economic development information, but presented an approach to look at value – evaluating the costs and benefits outside the context of a particular mechanism.
- Information associated with a seminar with the Prevention Institute (Oakland, California based), which was primarily an overview of different ways to approach issues and problem solving to come to a mutually beneficial solution.

15. EXECUTIVE SESSION: Not held.

16. ADJOURNMENT: 9:12 p.m.

**TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**

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

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

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

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Catherine Wheatley, City Recorder

Attest:

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Mayor, City of Tigard

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

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**TIGARD CITY COUNCIL MEETING MINUTES – DECEMBER 10, 2013**



# City of Tigard Tigard City Council Meeting Agenda January 14, 2014

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Mayor Cook called the meeting to order at 6:34 p.m.

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Cook	✓	
Council President Henderson	✓	
Councilor Buehner		✓ (Participated by speaker phone during the business meeting.)
Councilor Snider	✓	
Councilor Woodard	✓	

Staff Present: City Manager Wine, Assistant City Manager Newton, Engineering Manager McMillan, City Recorder Wheatley, City Attorney Ramis.

- STUDY SESSION – January 14, 2014
  - A. Briefing on the First Amendment to an Agreement with Clean Water Services (CWS) Regarding the Derry Dell Sewer Project

Engineering Manager McMillan reviewed the staff report. The amendment is before the City Council because several projects were added to the Derry Dell Sewer Project. Additional to the initial sewer and creek realignment are the projects for the culvert, widening of the road bed, trails, boardwalk and the waterline. CWS requested the amendment to the agreement. CWS will oversee the entire project(s), and the agreement identifies the funding required and the project scope. The agreement will be before the City Council again in two weeks to authorize the amendment.

In response to a question from Council President Henderson, Engineering Manager McMillan explained the total price has not changed from what has been presented to the council previously. During discussion on the total costs, City Manager Wine noted the Derry Dell project was changed in the last budget amendment showing consolidation of project costs. Along with the cost of the projects, the city will be paying CWS to oversee the project. Engineering Manager McMillan said she could provide a breakdown showing CWS' costs to oversee the project which formerly had consisted of several different projects budgeted separately by the city but are now combined; i.e., one general contractor with subcontractors. The \$900,000 figure shown in the fiscal impact on the Agenda Item Summary is the estimate.

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## TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 14, 2014

City Manager Wine clarified that the matter being discussed is the amendment to the contract with CWS; no budgetary impact changes are before the council at this time. A profile of the project showing what has been authorized/estimated can be prepared for the council.

Engineering Manager McMillan pointed out that \$1.5 million is shown in the budget for this project over the next two years. More money is budgeted than what was estimated for the original project because there are additional components. Council President Henderson pointed out the agreement will cover the work for the project that will occur this year and next. After a comment by Mayor Cook, Engineering Manager McMillan said the city will be liable for costs of the project as it bids.

Councilor Woodard advised he has observed the area has been cleaned up – trees have been cut (where the Genesis Trail begins). He noted the statement in the report that the boardwalk will provide a neighborhood connection from Johnson Street on the west side of Derry Dell Creek to the trail on Johnson Street. Engineering Manager McMillan said the Johnson/Johnson Streets are dead-end and they will now be joined by the trail and boardwalk. Councilor Woodard said he liked the idea of a boardwalk. He recalled that this was called for in the trails project list and when all the added projects are totaled, the entire cost comes closer to the discretionary funding limit. Engineering Manager McMillan acknowledged there was additional expense because of the boardwalk and was a component that required negotiation with CWS. Tigard staff contended that now is the time to make this neighborhood connection because of timing/permitting.

The boardwalk is in the scope of work. Councilor Woodard noted this will drive up the costs. He said this situation is similar to one that exists in the Dirksen Nature Park where he was advocating a boardwalk over the wetland area. Situations like this require a policy decision by the City Council – current policies do not allow the city to build a boardwalk or observation deck into a “watery area.” Engineering Manager McMillan said CWS advised that placing the trail through the grass and creek (rather than a structure) is better for wildlife. Councilor Woodard reiterated the need for a council policy discussion on boardwalks into wet areas – he maintained there is a “smart way” to do this but also acknowledged the opposite stance an environmentalist would likely take because of the disturbance to the area.

In response to a question from Council President Henderson, Engineering Manager McMillan said that the consultant’s designs/plans are about 90 percent complete. The hope is to bid the project in April so construction can begin July 1.

City Manager Wine said she did not envision the policy discussion on building in waterways would affect this project. The city builds in waterways when we obtain the permits to do that. The policy question about whether the City of Tigard thinks building in waterways is desirable from our perspective is one the PRAB and City Council should address.

Councilor Woodard said by addressing the policy issue, this would make way for similar combining of projects when the timing is right; i.e., the Dirksen Nature Park improvements. Engineering Manager McMillan pointed out the added value realized when projects are combined and requested in one permit package.

City Manager Wine cautioned that a policy change would not necessarily mean the city would be able to always build a structure in a wetland area – permits and regulations by other agencies would prevail.

City Manager Wine said she thought the policy question being raised can be resolved, but does not need to be resolved for council approval of this IGA. In response to a comment by Council President Henderson, City Manager Wine said costs will be known when bids are received. City Manager Wine said the budgetary question will be answered between now and the time this matter comes before the City Council.

**B. Administrative Items**

- Council reviewed the upcoming meeting schedule:

**Council Calendar:**

January

14	Tuesday	Council Business Meeting, 6:30 p.m., Town Hall/RRCCR
20	Monday	Martin Luther King, Jr. Holiday – City Hall Offices Closed
21	Tuesday	Council Workshop Meeting, 6:30 p.m., Town Hall
28	Tuesday	Council Business Meeting, 6:30 p.m., Town Hall/RRCCR

- Mayor Cook referred to a potential city committee volunteer, Paul Dreschler. He was under consideration for appointment to the Parks and Recreation Advisory Board (PRAB). Mr. Dreschler has been appointed to a City of Gresham board, which conflicts with the PRAB meeting night. After discussion, City Manager Wine confirmed that staff will send Mr. Dreschler an application and encourage him to apply for appointment to the City Center Advisory Commission (CCAC).
- Councilor Snider asked City Attorney Ramis about a situation where there is a quorum of council members who recuse themselves from participation in a quasi-judicial proceeding. Can the remaining council members take action? Mr. Ramis said the standard is that the council can only act or approve an item with a majority of a quorum. However, if a situation occurs whereby a quorum cannot be achieved because a quorum of the council has declared a conflict or removed themselves from the deliberation, the “rule of necessity” could be applied. This means that even though people are otherwise disqualified, members are allowed to step in to achieve a quorum and take action. The person(s) who participate would acknowledge their conflict and that they were acting under the “rule of necessity.”

During the discussion, the mayor referred to the West Linn Council meeting of January 13 whereby the audience was asked if they had any objections to

participation of any member of the council on the subject of the public hearing. City Attorney Ramis advised it is probably not technically necessary to ask the audience this; but, the fair thing is to let people know what the rules are and guide them through it.

City Manager Wine advised the city charter advises: “A majority members of the council shall constitute a quorum for its business, but a smaller may meet and compel the attendance of absent members in a manner provided by ordinance.” City Attorney Ramis went on to interpret (in response to a question from Council President Henderson) that a participation of a majority of members participating constitutes a quorum; a decision can be made based upon the majority vote of the quorum.

There was discussion on how to resolve a challenge to impartiality. City Attorney Ramis described one practice, which is to consider the challenge and then have the council deliberate and vote on whether the challenge is accepted. Mr. Ramis said there is a body of law and cases about what is considered impartiality and what is considered a conflict of interest. The standard is fairly high for demonstrating bias. Some of the cases are older and Mr. Ramis cautioned that the standards for a conflict of interest are becoming more strict. The judgment on whether there is bias in a quasi-judicial matter is assigned to the Land Use Board of Appeals (LUBA) and the Court of Appeals. Conflicts of interest are judged by the Ethics Commission.

There was discussion on state law or charter language applying to bias and impartiality. Assistant City Manager Newton commented that apparently, the City of West Linn has a process that allows people to make challenges of bias on the part of the City Council at a meeting rather than filing a charge of such bias after the meeting. The West Linn proceedings were paused to determine if the definitions were compatible (state and city) and the decision was made to adopt the state’s definition of impartiality. LUBA requested that West Linn make the determination of which definition it would follow.

Mayor Cook questioned whether there is anything missing or anything that should be included in the council groundrules. Councilor Snider pointed out that West Linn decided that the council groundrules was not a good location for this definition; rather, it should in the city code. City Attorney Ramis said absent any reference in the council groundrules, there is definition regarding bias/conflict of interest in case law or in the city code. City Manager Wine said staff would review the groundrules. Councilor Snider suggested if there is such a reference in the groundrules to bias/conflict of interest, that the council take action to remove this reference.

- City Manager Wine reviewed the upcoming Legislative Reception at the Westside Economic Alliance on January 22. Council members will advise staff if they plan to attend.
- EXECUTIVE SESSION: Not held.

## **TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 14, 2014**

1. BUSINESS MEETING – January 14, 2014
  - A. Mayor Cook called the meeting to order at 7:32 p.m.
  - B. Roll Call

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Cook	✓	
Council President Henderson	✓	
Councilor Buehner	✓ (attended via speaker phone)	
Councilor Snider	✓	
Councilor Woodard	✓	

- C. Mayor Cook led the Pledge of Allegiance.
- D. Council Communications & Liaison Reports – None
- E.  Call to Council and Staff for Non-Agenda Items – None.

2. CITIZEN COMMUNICATION

- A. Follow-up to Previous Citizen Communication– Mayor Cook to ask City Manager Wine if there is any follow-up.
- B. Tigard High School Student Envoy –  Associated Student Body President EJ Albaugh presented a report on activities at the Tigard High School.
- C. Tigard Area Chamber of Commerce –  CEO Debi Mollahan presented a report on activities at the Chamber of Commerce. A copy of the highlights of his report is on file with the record copy of the meeting packet.



- D. Citizen Communication – None.



3. CONSENT AGENDA: (Tigard City Council)

- A. Approve City Council Minutes for:

- September 12, 2013
- September 17, 2013
- September 24, 2013
- October 8, 2013
- November 19, 2013

- B. Receive and File:

1. Council Calendar
2. Council Tentative Agenda for Future Meeting Topics

- C. Approve a Resolution in Support of a Nature in Neighborhoods Metro Grant Application

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**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 14, 2014**

RESOLUTION NO. 14-01 – A RESOLUTION IN SUPPORT OF AN APPLICATION FOR A METRO NATURE IN NEIGHBORHOODS CAPITAL GRANT TO FUND DEVELOPMENT OF DIRKSEN NATURE PARK

D. Approve a Resolution to Apply for an EPA Brownfields Assessment Grant

RESOLUTION NO. 14-02 -- A RESOLUTION APPROVING SUBMITTAL OF AN EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

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

The vote was approved by a unanimous vote of council present.

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



4. APPOINT TANYA FIREMOON, KAREN HUGHART, KAREN MOHLING, ELISE SHEARER AND KEVIN WATKINS AS VOTING MEMBERS AND MARK CARLTON AND ERIK HALSTEAD AS ALTERNATES TO THE TIGARD TRANSPORTATION ADVISORY COMMITTEE

Mayor Cook acknowledged Elise Shearer, who was in attendance at tonight’s meeting. He presented her with a City of Tigard lapel pin and thanked her for volunteering to serve on this committee.

Motion by Councilor Woodard, seconded by Council President Henderson, to adopt Resolution No.14-03.

RESOLUTION NO. 14-03 - A RESOLUTION APPOINTING TANYA FIREMOON, KAREN HUGHART, KAREN MOHLING, ELISE SHEARER, AND KEVIN WATKINS AS VOTING MEMBERS OF AND MARK CARLETON AND ERIK HALSTEAD AS ALTERNATES TO THE TIGARD TRANSPORTATION ADVISORY COMMITTEE (TTAC)

The motion passed by a unanimous vote of City Council present:

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



5. QUASI-JUDICIAL PUBLIC HEARING - PROPOSED EAST BULL MOUNTAIN CITY PROPERTY/WILMINGTON LANE ANNEXATION (ZCA2013-00004) AND LOCUST STREET ANNEXATION (ZCA201300006) – ORDINANCES

**PROPOSAL:** A request to annex city owned properties and right-of-way into the City of Tigard.

The areas to be annexed are known as sites A, B, and C. Site A is made up of two parcels totaling 8 acres. Site B is a portion of SW Wilmington Lane right-of-way (3,166 square feet). Site C is a city owned property on Locust Street (1,986 square feet) that will be dedicated as right-of-way.

**LOCATION:** The properties to be annexed are found within two different areas of Washington County. Sites A & B are located on the east side of Bull Mountain within a small unincorporated island of Washington County. The Locust Street property is within Metzger and lies between SW 87<sup>th</sup> and 90<sup>th</sup> Avenues.

Site A: 13950 SW Alpine Crest Way; Washington County Tax Assessor’s Map (WCTM) 2S104DC, Tax Lots 5800 and 5900. Site B: No address or map and parcel number. Site C: No address; WCTM 1S135AA, Tax Lot 00701.

**COUNTY ZONES:** R6: Residential, 5 units/acre minimum density, 6 units/acre maximum density.

**TO:** 18-24 (Transit Oriented Residential District, 18-24 units per acre).

**CITY ZONES:** R-7: Medium Density Residential District.  
R-4.5: Low Density Residential District

**APPLICABLE REVIEW CRITERIA:** The approval standards for annexations are described in Community Development Code Chapters 18.320 and 18.390, Comprehensive Plan Goal 1, Goal 11, Goal 12, and Goal 14; ORS Chapter 222; Metro Code Chapter 3.09.

- a.  Mayor Cook opened the public hearing.
- b.  City Attorney Ramis reviewed the hearing procedures.
- c.  Mayor Cook reviewed the following:

**Declarations or Challenges**

- Do any members of Council wish to report any ex parte contact or information gained outside the hearing, including any site visits?

Councilor Buehner said she is very familiar with the site; she has walked in this vicinity in years past.

Council President Henderson said he is familiar with this property; he's attended several meetings regarding East Bull Mountain planning efforts. Property known as "5900" belonged to his wife at one time; however, she sold the property.

Councilor Snider said he participated in a formal city tour of this site.

Councilor Woodard advised he has walked the site's trails numerous times.

Mayor Cook said he has had no ex parte contact relating to this site; but, he has taken site visits, walked the trail and was on the site during Eagle Scout projects.

City Attorney Ramis said if any hearing participants wanted to ask the council about the facts the councilors know about the property, they were free to do so

- Have all members familiarized themselves with the application? All council members indicated they were familiar with the application.
- Are there any challenges from the audience pertaining to the Council's jurisdiction to hear this matter or is there a challenge on the participation of any member of the Council? There were no challenges.

- d.  Associate Planner Caines presented the staff report. This proposal involves three separate sites that are city-owned properties within different locations in Washington County. She pointed out the locations of the properties on a map.

A detailed description of the properties' locations and a short outline of status are contained in the written staff report. Ms. Caines also reviewed the zoning designations to be assigned to the sites upon annexation. Services to the proposed annexations are readily available and there is capacity should any development occur. Staff recommended approval of the proposed ordinances.

- e.  Public Testimony - None

- f. Council discussion:

In response to a question from Mayor Cook, Associate Planner Caines explained the zoning designations. Site A is currently zoned R-6 and Site B has no zoning designation because it is public right of way. Site C is city-owned property that will be dedicated for public-right-of way purposes once annexed.

Councilor Buehner asked if right of way is being annexed immediately in front of two parcels that have chosen not to annex. Associate Planner Caines advised that currently there is no adjacent right of way for those two parcels because they are accessed from Alpine Crest Way through an easement. Associate Planner Caines understands that vehicular access to the park would come from the north from the public streets.

g.  Mayor Cook closed the public hearing.

h. Council Discussion and Consideration:

Councilor Woodard, Councilor Snider and Mayor Cook expressed their support for approval of the proposed annexations.

Motion by Councilor Buehner for approval of Ordinance Nos. 14-01 and 14-02.

City Recorder Wheatley read title and number of Ordinance No. 14-01:

ORDINANCE NO. 14-01 -- AN ORDINANCE ANNEXING TWO (2) PARCELS OF LAND AND A PORTION OF RIGHT OF WAY TOTALLING APPROXIMATELY 8.07 ACRES, APPROVING THE EAST BULL MOUNTAIN CITY PROPERTY AND WILMINGTON LANE ANNEXATION (ZCA2013-00004) AND WITHDRAWING PROPERTY FROM THE TIGARD WATER DISTRICT, WASHINGTON COUNTY ENHANCED SHERIFF'S PATROL DISTRICT AND WASHINGTON COUNTY URBAN ROADS MAINTENANCE DISTRICT.

Council roll call vote on Ordinance No. 14-01:

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

City Recorder Wheatley read the title and number of Ordinance No. 14-02:

ORDINANCE NO. 14-02 -- AN ORDINANCE ANNEXING ONE (1) PARCEL OF LAND TOTALLING APPROXIMATELY 1,986 SQUARE FEET, APPROVING THE LOCUST STREET ANNEXATION (ZCA2013-00006) AND WITHDRAWING PROPERTY FROM THE WASHINGTON COUNTY ENHANCED SHERIFF'S PATROL DISTRICT AND WASHINGTON COUNTY URBAN ROADS MAINTENANCE DISTRICT.

Council roll call vote Ordinance No. 14-02:

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

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**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 14, 2014**



6. APPROVE AN EXTENSION OF THE EXISTING METRO AREA COMMUNICATIONS COMMISSION (MACC) FRANCHISE AGREEMENT WITH COMCAST THROUGH DECEMBER 31, 2014 TO ALLOW FOR THE "FORMAL" FEDERAL NEGOTIATION PROCESS BETWEEN MACC AND COMCAST

IT Manager Lou Sears introduced this agenda item. Mr. Sears advised that Councilor Woodard is the current City of Tigard MACC Commissioner and Councilor Woodard also serves as the Vice-Chair on the commission. Council President Henderson and Councilor Buehner formerly served on the MACC Commission. Mr. Sears introduced Fred Christ, MACC's Regulatory Affairs Manager and Bruce Crest, MACC's Administrator.

A representative of Comcast, Tim Goodman, came forward to speak to the City Council at the invitation of Mayor Cook:

- Tim Goodman advised he represented Comcast's Government Affairs Office. Comcast is located on Nimbus Drive in Beaverton.

Mr. Goodman said that Comcast has no issue with the extension of the franchise agreement, which is proposed in the resolution before the City Council this evening. Comcast is concerned with MACC taking the negotiations to a formal process and listed the following reasons:

- Additional costs to Comcast and to the public.
- Comcast does not feel formal negotiations are necessary. The best thing for the community is for both parties to return to the negotiating table and reevaluate the issues. He wants to avoid an adversarial, litigious and lengthy process.
- Out of 6600 franchises in the U.S. there is only one other that is in a formal process. Comcast feels there is a better way to negotiate than using the formal process.

Councilor Snider asked if Mr. Goodman understood there is a reason why a public entity would want to press forward to move to a formal process. In response to Councilor Snider, Mr. Goodman said Comcast is open to making changes in the franchise agreements. He recounted the negotiation sequences and pointed out that both sides have moved from their positions on some minor issues. Major points are still unresolved. He referred to the terms of the Public Education and Government (PEG) programming section of the agreement where there has been little movement throughout the negotiations.

Councilor Snider said from the government entities' perspective, the current negotiation process is not working. Mr. Goodman said just because an entity requests something, does not mean they should get all that they ask for. The requests will cost their subscribers (Tigard's constituents) more money. He said he is talking about overly burdensome regulatory requirements the Comcast competitor does not have. There are things that Comcast simply will not agree to and it is in the best interest of Tigard's constituents and Comcast's customers to fight "for these things." While Comcast is a for-profit business, they understand there are certain items that need to be provided to a community. MACC wants to broadcast PEG

programming in high definition and that is expensive. If this is a priority of local jurisdictions, then Mr. Goodman said MACC needs to adjust its position somewhere else. Comcast will proceed in keeping with good business practices and to the benefit of their subscribers.

Councilor Woodard referred to the formal negotiating process and said there is still opportunity for the agreement to be resolved informally. About 33 meetings have been dedicated to negotiations so far and it is conceivable the process will go on for another year or two. This could mean loss of grants and services.

Mr. Goodman said Comcast has been committed to the negotiations. They have worked hard to meet the MACC deadlines, which they have felt have been a bit unrealistic. They have successfully negotiated over 20 franchises in the Portland/SW Washington area. The issues are complex. Comcast would prefer to resolve this in an informal process.

-  Fred Christ and Bruce Crest of MACC spoke to the City Council.

Mr. Crest reviewed the negotiations process and outlined the formal process.

- When Comcast sent a 2011 letter telling MACC they wanted to renew the franchise, the formal process was triggered. MACC responded to Comcast acknowledging that the formal process was initiated; however, they would agree with Comcast's request to work with them in the informal process. This is a standard practice for franchise negotiations throughout the country.
- A formal process is established through federal law, which was created to make sure that cable companies and local governments approached negotiations on a "level playing field." The formal process is very structured. The initial steps of the formal process are also used in the informal process, which is to conduct a needs assessment. MACC spent more than a year assessing the needs of the various MACC communities.
- A community needs assessment was completed by Mr. Christ and Mr. Crest about a year ago. The Commission reviewed and accepted the needs assessment and authorized staff to go forward with negotiating a franchise with Comcast in the informal process.
- The informal process is similar to any negotiation process whereby parties meet at the table and have a series of meetings to negotiate, discuss and attempt to reach a reasonably satisfactory conclusion for both parties. Once a conclusion is reached, the Commission votes on it and, if passed, the Commission will recommend to each of the member jurisdictions to accept the agreement.
- Before the first meeting with Comcast in February 2013, MACC staff did some research. They reviewed the proceedings for two other area franchise agreements, Mt. Hood and Vancouver. Both of those agreements took about two years to negotiate.
- The original 1999 franchise between MACC and Comcast is now under consideration for amendment. This 1999 agreement was created out of "whole cloth" in a five- to six-month period of time.
- Mr. Crest referenced the proceedings in Vancouver and noted there were periods of time when no negotiations occurred because the city was waiting for Comcast to get the Philadelphia office to review the franchise draft. When the review was done, there were many problems that needed to be addressed and this required an extension of the franchise.

- In the Portland/Mt. Hood franchise agreement process, the circumstances were similar in that there were long delays in the negotiation process and two agreement extensions were required.
- MACC, in an attempt to improve the negotiation process, sat down with Comcast representatives and proposed a series of 12-15 meetings over a period of time from March through the first part of September. The plan was to meet twice a month for about four hours per meeting on a schedule that would address the tough issues up front. Mr. Crest reviewed the character of the meetings that occurred since February. Both sides warned one another about the approvals they would be required to obtain either from other offices or from member jurisdictions.
- Early in the process, Comcast was not providing information in advance of meetings for any proposed changes to the agreement. This became a pattern and was similar to Comcast's approach to the negotiations for the Mt. Hood and Vancouver agreements.
- In June 2013, MACC staff reported to the Commission that it was likely deadlines would not be met to renegotiate the agreement since progress was not being made. The Commission authorized the Executive Committee to act on behalf of the Commission during the summer months when the Commission does not meet. The Committee was authorized to act as advisor to the staff and to invoke the formal process if needed during the summer months.
- During the summer of 2013 the negotiations began to move along a little better, but there were a lot of issues that remained outstanding. Meetings were increased so that they were meeting every week for four hours along with side meetings with attorneys – this continued throughout the summer.
- In September there was a meeting with the Executive Committee whereby doubts were expressed that this would get done by the end of the year. Staff talked the Executive Committee out of moving ahead with the formal process so they could have more time to work with Comcast.
- On October 10, the Executive Committee decided that negotiations needed to be done by the end of the month. If not, they would meet in November to move forward with the formal process.
- More meetings were added to the schedule in October. The last meeting was on October 25 and Comcast started bringing up issues previously negotiated and agreed upon.
- MACC representatives told Comcast they did not see the value continuing to meet. But, MACC also told Comcast they would be willing to meet with them again informally prior to the November 22 Commission meeting if Comcast could bring some concrete proposals to the table. Comcast countered that MACC should bring the concrete proposals to the table.
- The Executive Committee voted unanimously to pursue the formal process. The Commission reaffirmed this decision on December 13, with all Commissioners voting to support the formal process and to request the jurisdictions to extend the franchise to allow this to happen.
- Mr. Crest said the agreement could be finished within a year since the formal process has set time periods for events to occur.

Discussion followed with the council members asking about process and whether other forms of mediation had been contemplated. Mr. Christ spoke to turning to the formal process, which would provide for setting of goals, meeting deadlines and adhering to the process.

Sentiment was expressed by the council to support the extension of the agreement as proposed. Council members acknowledged the value added to the community by the service Comcast provides. Mayor Cook said his support to agree to extend the franchise agreement is not intended to indicate he favors one side of the negotiations over another.

Motion by Councilor Woodard, seconded by Councilor Snider, to adopt Resolution No. 14-04.

**RESOLUTION NO. 14-04 - A RESOLUTION EXTENDING THE TERM OF THE CABLE TELEVISION SERVICES AGREEMENT WITH COMCAST OF OREGON II, INC. TO ENABLE THE METROPOLITAN AREA COMMUNICATIONS COMMISSION TO COMPLETE THE FORMAL REVIEW PROCESS**

The motion passed by a unanimous vote of City Council present:

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



**7. ADOPT 2014 CITY COUNCIL GOALS**

City Manager Wine presented the staff report. The draft of goals was created and shared with the City Council after its goal-setting retreat in September 2013. Council identified four major areas of focus, which was later expanded to ten areas to focus upon through the end of 2014.

This item is on tonight's agenda as a formality. Immediately after the September goal setting staff began to move forward in implementing the goal areas.

 City Manager Wine referred to the attachment to the agenda item summary, which shows the ten goal areas along with milestones reflecting the expectation of the City Council in those areas. An estimated timeline was also shown on the list. City Manager Wine will be placing this information in another format for future reporting on the status of the goals.

Executive Staff was asked to comment on whether the listed goals and timelines were attainable. Particularly with the work to be done on River Terrace and the SW Corridor, staff would like to have additional discussion with the City Council regarding the timelines – no major changes are anticipated.

 Council President Henderson concurred that the list presented is a good one. He said he wanted to make sure that staff feels the list is realistic and the schedule doable. He noted his appreciation for setting the dates and times and agreed with City Manager Wine the need for stating whether it is realistic to achieve.

 Mayor Cook acknowledged the aggressiveness of the timelines; however, he supported this as a way to proceed with focus and to push forward. He likes working under aggressive timelines, but does not want it to be punitive.

 Councilor Woodard agreed the timeline is aggressive and noted his support of the list. City Manager Wine commented that the timelines associated with the River Terrace development will likely need further analysis especially as it pertains to building permits/construction/infrastructure. Also, goal milestones for the SW Corridor goal milestones will require some timeline adjustments.

Motion by Council President Henderson, seconded by Councilor Woodard, to adopt the 2014 council goals.

The motion passed by a unanimous vote of City Council present:

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



#### 8. ADOPT THE 2014 STATE AND FEDERAL LEGISLATIVE AGENDAS

Assistant City Manager Newton presented the staff report as presented in the written materials provided in the council meeting packet. She referred to the council discussion of the legislative agenda for the state legislature that occurred during the December 10, 2013, City Council meeting.

 Ms. Newton referred to the draft federal legislative agenda for council consideration. She reviewed the list and highlighted areas of new focus. She spoke to the value of the list to match up the priorities of the city to potential funding opportunities that become more evident. Several programs are being funded for which the city might be able to obtain funding.

Discussion followed on federal and local processes for prioritizing and funding specific projects and programs. There was also clarification of the omnibus (comprehensive) federal budget package recently approved with several program areas restored to full funding.

Motion by Councilor Snider, seconded by Councilor Buehner, to adopt the 2014 Federal Legislative agenda and the Legislative agenda for the 2014 Oregon Legislative session as presented.

The motion passed by a unanimous vote of City Council present:

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



9. CONFIRM TRAVEL POLICY AND PRACTICE FOR THE CITY COUNCIL

City Manager Wine presented the staff report. The council reviewed the council policy for travel several months ago. Since then the agreed-upon changes have been put into practice. The updated policy was submitted to the City Council with the written staff report for this agenda item.

Discussion followed with some clarification provided on how per diem rates are applied.

Motion by Councilor Buehner, seconded by Councilor Woodard, to approve the updated travel policy and authorize the mayor and the city manager to sign-off on the policy.

The motion passed by a unanimous vote of City Council present:

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



10. AMEND THE CITY MANAGER EMPLOYMENT AGREEMENT

Human Resources Director Zodrow presented the staff report.

Mayor Cook noted this was Ms. Zodrow’s final report to the City Council as she is retiring; he offered words of appreciation for her many years of service to the city. Ms. Zodrow responded that it has been a privilege and honor to work for the City of Tigard for almost 19 years and for cities and counties in the state of Oregon for nearly 40 years.

Human Resources Director Zodrow advised that the purpose of the agenda item before the City Council is to consider any changes of compensation to the city manager based on the performance evaluation the council conducted on December 17, 2013.

The council can, at this time, consider an adjustment to the city manager’s contract as it relates to compensation and if adjustments are to be made, what the effective date would be.

Council President Henderson offered a motion to reinstate the city manager’s pay to \$130,000 per year effective January 1, 2014. Councilor Snider clarified the motion that the city manager’s pay is to be reinstated to \$130,000 per year with an increase of \$10,000 thereby making the rate of pay \$140,000 per year. Council President Henderson agreed with Councilor Snider’s clarification. Councilor Snider seconded the motion.

The motion passed by a unanimous vote of City Council present:

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

City Council members noted their appreciation of the work performance of the City Manager.

11. COUNCIL LIAISON REPORTS

 Mayor Cook reported last Thursday's JPACT meeting. Former Tigard Mayor Dirksen who is currently Metro Councilor is also the new chair of JPACT. Mayor Cook explained that Metro's JPACT (Joint Policy Advisory Committee on Transportation) is the committee that determines how to allocate transportation dollars (state gas tax and federal allotments) within the metro region.

12. NON AGENDA ITEMS

13. EXECUTIVE SESSION: Not held.

14. ADJOURNMENT: 9:17 p.m.

Motion by Councilor Buehner, seconded by Council President Henderson, to adjourn the meeting.

The motion passed by a unanimous vote of City Council present:

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

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

Attest:

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

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

**AIS-1681**

**4. B.**

**Business Meeting**

**Meeting Date:** 03/11/2014

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

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

**Submitted By:** Carol Krager, City Management

**Item Type:** Receive and File

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

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

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

**STAFF RECOMMENDATION / ACTION REQUEST**

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

**KEY FACTS AND INFORMATION SUMMARY**

Attached are the Council Calendar and the Tentative Agenda for future council meetings.

**OTHER ALTERNATIVES**

N/A

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A - Receive and File Items

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**Attachments**

3-Month Calendar

Tentative Agenda

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# MEMORANDUM

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

FROM: Carol A. Krager, Deputy City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: March 11, 2014

## March

4 Tuesday City Center Development Agency – 6:30 p.m., Town Hall  
11\* Tuesday Council Business Meeting -- 6:30 p.m., Town Hall  
18\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall  
25\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

## April

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

## May

5 Monday Budget Committee Meeting – 6:30 p.m.  
6 Tuesday City Center Development Agency – 6:30 p.m., Town Hall  
12 Monday Budget Committee Meeting – 6:30 p.m.  
13\* Tuesday Council Business Meeting -- 6:30 p.m., Town Hall  
20\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall  
27\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

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

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

**City Council Tentative Agenda  
3/4/2014 8:44 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1434	03/11/2014	Cathy Wheatley	AAA	March 11, 2014 City Council Business Meeting – Councilor Buehner absent – will participate in Exec Session by speaker phone		
1507	03/11/2014	Greer Gaston	ACCSTUDY	15 Minutes - Executive Session on Real Property Negotiations	Public Works	11/04/2013
1518	03/11/2014	Liz Lutz	ACCSTUDY	30 Minutes - Review of 2014 Community Event Funding Requests	Financial and Information Services	MartyW, City Manager
<b>Total Time: 45 of 45 minutes have been scheduled</b>						
1680	03/11/2014	Carol Krager	CCBSNS	1 Consent Item - Approve City Council Meeting Minutes	City Management	02/25/2014
1681	03/11/2014	Carol Krager	CCBSNS	2 Consent Item - Receive and File: Council Calendar and Council Tentative Agenda	City Management	02/25/2014
1661	03/11/2014	Liz Lutz	CCBSNS	3 Consent Item - Consider Waiving Sign Permit Fees for Tigard Youth Football	Financial and Information Services	MartyW, City Manager
1573	03/11/2014	Greer Gaston	CCBSNS	4 15 Minutes - Consider an Ordinance Modifying the Boundaries of Local Improvement District (LID) No.1	Public Works	MartyW, City Manager
1658	03/11/2014	Sean Farrelly	CCBSNS	5 5 Minutes - Appoint New City Center Advisory Commission Members	Community Development	02/24/2014
1656	03/11/2014	Tom McGuire	CCBSNS	6 5 Minutes - Dissolution of the Tree Board	Community Development	02/13/2014
1580	03/11/2014	Loreen Mills	CCBSNS	7 15 Minutes - LCRB - Award Insurance Agent of Record Contract	City Management	MartyW, City Manager
<b>Total Time: 40 of 100 minutes have been scheduled</b>						

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

**City Council Tentative Agenda  
 3/4/2014 8:44 AM - Updated**

1435	03/18/2014	Cathy Wheatley	AAA	March 18, 2014 Workshop Meeting		
1466	03/18/2014	Lloyd Purdy	CCWKSHOP	1 15 Minutes - PSU Graduate Student Workshop Project: Tigard's Evolution into a Walkable Community	Community Development	Purdy, L, Econ Development Mgr
1493	03/18/2014	Lloyd Purdy	CCWKSHOP	2 15 Minutes - Update on Economic Development Activity	Community Development	Purdy, L, Econ Development Mgr
1669	03/18/2014	Cathy Wheatley	CCWKSHOP	3 20 Minutes - Follow Up Based Upon Outcome of March 11, 2014 Election - City Attorney	Administrative Services	MartyW, City Manager
<b>Total Time: 50 of 180 minutes have been scheduled</b>						
1436	03/25/2014	Cathy Wheatley	AAA	March 25, 2014 City Council Business Meeting - Councilor Snider absent		
1675	03/25/2014	Greer Gaston	ACCSTUDY	1 10 Minutes - Executive Session on Real Property Transactions	Public Works	MartyW, City Manager
1514	03/25/2014	John Goodrich	ACCSTUDY	2 15 Minutes - Briefing on a Joinder Agreement Regarding Tigard's Participation in the TVWD/Hillsboro Willamette Water Supply Program	Public Works	Goodrich J, Utility Div Manager
1650	03/25/2014	Julia Jewett	ACCSTUDY	3 20 Minutes - SW 116th Place Parking Issue	Police	Orr A, Chief
<b>Total Time: 45 of 45 minutes have been scheduled</b>						
1534	03/25/2014	Debbie Smith-Wagar	ACONSENT	Consent Item - Authorize the Mayor to Execute an Intergovernmental Agreement with Metro Regarding a CET Grant for the River Terrace Community Plan	Financial and Information Services	Smith-Wagar D, Asst Finance Director
1677	03/25/2014	Renee Ferguson	ACONSENT	Authorize the Mayor to Execute an Agreement with ODOT to Include a Water Line Replacement in the Main Street Green Street Project	Public Works	

Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
 Consent Agenda  Meeting is Full   
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**City Council Tentative Agenda  
 3/4/2014 8:44 AM - Updated**

1517	03/25/2014	Liz Lutz	CCBSNS	1 10 Minutes - Consider a Resolution Granting Exemption from Property Taxes under TMC 3.50 for xx Non-Profit Low Income Housing Projects	Financial and Information Services	Lutz L, Conf Exec Asst
1645	03/25/2014	Preston Beck	CCBSNS	2 5 Minutes - Approve Enterprise License Agreement with ESRI for City's GIS (geographic information system)	Financial and Information Services	MartyW, City Manager
1662	03/25/2014	Renee Ferguson	CCBSNS	3 10 Minutes - Briefing on a Cooperative Improvement Agreement with Oregon Department of Transportation (ODOT)	Public Works	Stone Mike, City Engineer
1676	03/25/2014	Renee Ferguson	CCBSNS	4 15 Minutes - Briefing on Agreement with ODOT to Include Water Line Replacement in the Main Street Green Street Project	Public Works	Stone Mike, City Engineer
<b>Total Time: 60 of 100 minutes have been scheduled</b>						
1604	04/01/2014	Cathy Wheatley	AAA	April 1, 2014 - CCDA Meeting - 6:30 p.m.		
1606	04/08/2014	Cathy Wheatley	AAA	April 8, 2014 - Business Meeting		
1524	04/08/2014	Greer Gaston	ACCSTUDY	30 Minutes - Briefing and Discussion on the Development of a Willamette River Water Supply in Conjunction with the City of Sherwood	Public Works	Koellermeier D, Public Works Dir
<b>Total Time: 30 of 45 minutes have been scheduled</b>						
1515	04/08/2014	John Goodrich	CCBSNS	Consent Item - Authorize the City Manager/Mayor to Execute a Joinder Agreement for Willamette Water Supply Program	Public Works	Goodrich J, Utility Div Manager
1663	04/08/2014	Renee Ferguson	ACONSENT	Consent Item - Authorize the Mayor to Execute a Cooperative Improvement Agreement with Oregon Department of Transportation	Public Works	Stone Mike, City Engineer

Meeting Banner  Business Meeting   
 Study Session  Special Meeting   
 Consent Agenda  Meeting is Full   
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**City Council Tentative Agenda  
3/4/2014 8:44 AM - Updated**

1449	04/08/2014	Loreen Mills	CCBSNS	1 20 Minutes - Public Hearing - Amending Tigard Municipal Code Title 15.06 Franchise Utility Ordinance	City Management	02/10/2014
1666	04/08/2014	Cathy Wheatley	CCBSNS	2 30 Minutes - Presentation from TVF&R Chief Duyck - State of the District	Administrative Services	
1655	04/08/2014	Julia Jewett	CCBSNS	3 30 Minutes - SW 116th Place Parking Issue	Police	Rhodes, R., Lieutenant
1678	04/08/2014	Renee Ferguson	CCBSNS	4 10 Minutes - Consider a Resolution of Necessity Giving the County the Authority to Acquire Property for the Walnut Street Improvement Project.	Public Works	McMillan K, Engineering Manager
				<b>Total Time: 90 of 100 minutes have been scheduled</b>		
1605	04/15/2014	Cathy Wheatley	AAA	April 15, 2014 - Workshop Meeting - Marty absent		
1668	04/15/2014	Alison Grimes	CCWKSHOP	1 30 Minutes - Joint Meeting with the Library Board	Library	Grimes A, Conf. Exec. Assistant
1651	04/15/2014	Renee Ferguson	CCWKSHOP	2 30 Minutes - Briefing on the Westside Trail Master Plan	Public Works	Martin S, Parks Manager
				3 20 Minutes - Discussion with Metro Councilor Craig Dirksen		
1679	04/15/2014	John Floyd	CCWKSHOP	4 20 Minutes - Medical Marijuana Legislative Update	Community Development	Floyd J, Associate Planner
1585	04/15/2014	Greer Gaston	CCWKSHOP	5 15 Minutes - Briefing on Capital Improvement Plan (CIP) Projects	Public Works	Stone Mike, City Engineer
				<b>Total Time: 115 of 180 minutes have been scheduled</b>		

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

**City Council Tentative Agenda  
 3/4/2014 8:44 AM - Updated**

1569	04/21/2014	Cathy Wheatley	AAA	Budget Committee Meeting - 6:30 p.m.		
1607	04/22/2014	Cathy Wheatley	AAA	April 22, 2014 - Business Meeting - Council Snider Absent No Study Session items as of 3/3/14		
1652	04/22/2014	Renee Ferguson	ACONSENT	Consent Item - Adopt a Resolution Approving the Westside Trail Master Plan	Public Works	Martin S, Parks Manager
1643	04/22/2014	Greer Gaston	CCBSNS	15 Minutes - Authorize the Mayor/City Manager to Execute an Intergovernmental Agreement with King City Regarding Water System Ownership and Water Service	Public Works	Koellermeier D, Public Works Dir
1682	04/22/2014	Carissa Collins	CCBSNS	20 Minutes - FY 2014 Third Quarter Budget Amendment	Financial and Information Services	Collins C, Sr Mgmt Analyst (Fin Adm)
<b>Total Time: 35 of 100 minutes have been scheduled</b>						
1570	04/28/2014	Cathy Wheatley	AAA	Budget Committee Meeting - 6:30 p.m.		
1571	05/05/2014	Cathy Wheatley	AAA	Budget Committee Meeting - 6:30 p.m. - Marty absent		
1608	05/06/2014	Cathy Wheatley	AAA	May 6, 2014 - CCDA Meeting - Marty absent.		
1572	05/12/2014	Cathy Wheatley	AAA	Budget Committee Meeting - 6:30 p.m.		
1609	05/13/2014	Cathy Wheatley	AAA	May 13, 2014 Business Meeting – No items scheduled.		

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

**City Council Tentative Agenda  
3/4/2014 8:44 AM - Updated**

1610	05/20/2014	Cathy Wheatley	AAA	May 20, 2014 Workshop Meeting					
1664	05/20/2014	Toby LaFrance	CCWKSHOP	60 Minutes - River Terrace Finance Strategies Update	Financial and Information Services	LaFrance T,			
<b>Total Time: 60 of 180 minutes have been scheduled</b>									
1611	05/27/2014	Cathy Wheatley	AAA	May 27, 2014 Business Meeting					
1612	06/03/2014	Cathy Wheatley	AAA	June 3, 2014 CCDA Meeting					
1613	06/10/2014	Cathy Wheatley	AAA	June 10, 2014 Business Meeting					
1672	06/10/2014	Liz Lutz	CCBSNS	5 Minutes - Amend and Update the Street Maintenance Fee Code	Financial and Information Services	Collins C,			
<b>Total Time: 5 of 100 minutes have been scheduled</b>									
1614	06/17/2014	Cathy Wheatley	AAA	June 17, 2014 Workshop Meeting					
1586	06/17/2014	Greer Gaston	CCWKSHOP	15 Minutes - Briefing on Capital Improvement Plan (CIP) Projects	Public Works	Stone Mike, City Engineer			
1671	06/17/2014	Debbie Smith-Wagar	CCWKSHOP	60 Minutes - River Terrace Financing Plan Update	Financial and Information Services				
<b>Total Time: 75 of 180 minutes have been scheduled</b>									
1615	06/24/2014	Cathy Wheatley	AAA	June 24, 2014 Business Meeting					

**AIS-1661**

**4. C.**

**Business Meeting**

**Meeting Date:** 03/11/2014  
**Length (in minutes):** Consent Item  
**Agenda Title:** Consider Waiving Sign Permit Fees for Tigard Youth Football  
**Prepared For:** Toby LaFrance  
**Submitted By:** Liz Lutz, Financial and Information Services  
**Item Type:** Resolution                      **Meeting Type:** Consent Agenda

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Does the Tigard City Council find that waiving temporary sign permit fees in the amount of \$392 for the Tigard Youth Football organization is a benefit to the community, outweighing financial hardship to the city?

**STAFF RECOMMENDATION / ACTION REQUEST**

Consider Resolution waiving \$392 of permit fees for Tigard Youth Football.

**KEY FACTS AND INFORMATION SUMMARY**

On February 7, 2014, Dawn Rachele Holman from Tigard Youth Football e-mailed the city to request a waiver of permit fees charged to hang seven banners (text of email is attached). According to the Master Fees and Charges Schedule, Temporary Sign Permits are \$56 per sign. Dawn Rachele is requesting the city waive fees for seven signs totaling a \$392 fee waiver. TMC 3.32.070 authorizes council to waive fees for non-profits. The text of the TMC is as follows:

“3.32.070 Exemptions. The City Council is authorized to waive or exempt the fee or charge imposed upon an application or for the use of City facilities and services, if a nonprofit organization requests such a waiver in writing and the Council determines that community benefit from the proposed activity outweighs the financial burden on the City. The waiver or exemption shall not excuse the nonprofit organization from compliance with other requirements of this code.”

Tigard Youth Football is a qualifying non-profit. They have made their request to waive fees

in writing. If council determines that the benefit to the community outweighs the loss of \$392 in permit fees, then council is authorized to waive the fees.

**OTHER ALTERNATIVES**

City Council could deny the request.

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

Tigard citizens are involved in the community and participate effectively.

**DATES OF PREVIOUS CONSIDERATION**

On March 19,2013, the City Council passed Resolution 13-10, granting a waiver for the Tigard Youth Football for seven signs, for a total of \$378.

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**Attachments**

Resolution

Fee Waiver Request

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 14-

A RESOLUTION WAIVING \$392 IN TEMPORARY SIGN PERMIT FES FOR TIGARD YOUTH FOOTBALL

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WHEREAS, Tigard Municipal Code 3.32.070 authorizes City Council to waive fees for non-profits when the request is made in writing and council determines that the community benefit outweighs the financial burden to the city; and

WHEREAS, Tigard Youth Football has requested in writing the waiver of fees for seven temporary sign permits; and

WHEREAS, The Master Fees and Charges Schedule states that the fee for temporary sign permits are \$56 per sign; and

WHEREAS, City Council determines that the community benefit outweighs the \$392 financial burden to the city.

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

SECTION 1: Tigard Youth Football receives the waiver of \$392 in temporary sign permit fees.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

February 7, 2014

Toby LaFrance  
Director of Finance & IS  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223

Mr. LaFrance and the Tigard City Council,

Tigard Youth Football (TYF) is a non-profit organization that allows children in grades 3-8 the opportunity to play full-pad tackle football and learn essential life skills such as working together as a team to achieve a common goal and dealing with adversity. We also teach kids to exhibit excellent sportsmanship and to be proud of being a Tigard Tiger! As evidenced by the photo to the right, we also strongly support Breast Cancer Awareness Month during the month of October – one of the few programs to do so in the Tualatin Valley Youth Football League.



Each year, in order to promote participation in TYF, we place registration signs throughout our community. Last year, TYF was awarded exemption from these fees, which allowed the program to provide scholarships to families that can't afford to pay or to buy newer, safer equipment. We are requesting a waiver of the fees associated with posting signs in public places as outlined in TMC 3.32.070.

TYF greatly appreciates the Council's consideration of this important matter.

Sincerely,

DawnRachele Holman  
*Events Manager*  
***Tigard Youth Football***

**AIS-1573**

**5.**

**Business Meeting**

**Meeting Date:** 03/11/2014

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

**Agenda Title:** Consider an Ordinance Modifying the Boundaries of Local Improvement District (LID) No.1

**Prepared For:** Mike Stone, Public Works

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

**Item Type:** Ordinance

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

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

Shall the council consider an ordinance modifying the boundaries of Local Improvement District (LID) No. 1?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the council adopts the attached ordinance amending the boundaries of LID No. 1.

**KEY FACTS AND INFORMATION SUMMARY**

In the fall of 2012, staff was contacted by one of the LID participants, Jack Kearney, regarding the status of Tigard Triangle LID No. 1 which was formed in 2007 to provide necessary and proportional infrastructure improvements along portions of Dartmouth Street, 68th Parkway and 69th Avenue within the Tigard Triangle. In fact, the need to complete these improvements was deemed so necessary, that the LID was formed under the provisions of an emergency, presumably meaning that they were to be completed as soon as possible. Despite the emergency under which the LID was formed, actual infrastructure construction has never occurred due to the recession and at the request of some of the property owners.

The LID currently encompasses 18 tax lots owned by 6 property owners: 3 owners have 1 tax lot each, 2 owners have 2 tax lots each and 1 owner has 11 tax lots.

At its August 20, 2013, meeting, the council heard testimony from 3 owners representing 14 tax lots. Of the 3 owners:

- Two owners representing a total of 3 tax lots requested a modification to the LID boundary removing their tax lots.
- One owner representing a total of 11 tax lots requested the current boundary remain intact.

Should the council adopt the ordinance and remove three properties from the LID, the encompassed LID area will be reduced as well as the scope of some of the planned infrastructure improvements. Attachment A, Exhibit 1 illustrates the modified boundary with the properties in question removed, while Attachment A, Exhibit 2 illustrates the original LID boundary. The estimated dollar value of the infrastructure removed along with estimated assessments based on the new boundary is shown in Attachment A, Exhibit 3.

At the continuation of the quasi-judicial hearing on November 12, 2013, Mayor Cook, Council President Henderson and Councilor Snider voted in favor of a motion to leave the LID in place, remove the three properties that asked to be removed, and hold another proceeding to review the LID in two years. Councilors Buehner and Woodard opposed the motion.

## **OTHER ALTERNATIVES**

All options—along with the advantages, disadvantages and next steps associated with each option—are outlined in Attachment B, Exhibit 1.

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

The planned LID improvements are consistent with the provisions of the Transportation System Plan in effect at the time of formation in 2008. There does not appear to be any substantive differences between that plan and the 2010 update currently in place.

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

Initially the council was briefed on the status of the LID at its August 20, 2013, workshop meeting where several property owners testified before the council. The council directed staff to check with legal counsel on the proper venue to consider modifications to the LID boundary.

On September 10, 2013, the council was informed it would need to hold a public hearing to modify LID boundaries.

The council conducted a quasi-judicial public hearing on October 8, 2013, and continued that hearing to November 12, 2013.

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## **Attachments**

LID Ordinance

Attachment B- Previous Staff Recommendations

Attachment C- Previous Written Testimony

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
ORDINANCE NO. 14-**

AN ORDINANCE MODIFYING THE BOUNDARIES OF TIGARD TRIANGLE LID NO. 1 IMPROVEMENT DISTRICT; DECLARING RESULTS OF THE HEARING HELD WITH RESPECT TO LID NO. 1; ORDERING THE RECONSIDERATION OF THE CONTINUATION OF LID NO. 1, IF NO MEANINGFUL PROGRESS HAS TAKEN PLACE WITHIN A TWO-YEAR PERIOD OF THE ADOPTION OF THIS ORDINANCE.

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WHEREAS, Resolution 07-75, ratified by Ordinance 08-02, declared the formation of LID No. 1 and described the boundaries of LID No. 1; and

WHEREAS, the improvements to be constructed in LID No. 1 have not moved forward to the design phase, and construction has not commenced; and

WHEREAS, in August 2013, certain owners of property located in LID No. 1 requested a status update on the design and construction of the improvements in the LID, and requested abandonment of the LID or modification to exclude their three properties; and

WHEREAS, at the request of the property owners, the City Council elects to remove tax lots 1S136DD07500, 1S136DD07600 and 1S136DD07601 from LID No. 1; and

WHEREAS, the City Council held a public hearing on this matter on October 8, 2013, and continued the hearing to November 12, 2013; and

WHEREAS, legal notice of the hearing date was given by publication in *The Times* on September 26, 2013, prior to the hearing date; and

WHEREAS, on September 19, 2013, notices were mailed to owners of property in LID No. 1 for the purpose of affording an opportunity to any property owners in LID No. 1 to make objections or remonstrances to the proposed improvement; and

WHEREAS, at the hearing, City Council reviewed the record and received written and oral testimony; and

WHEREAS, at the continuation of the quasi-judicial hearing on November 12, 2013, City Council voted in favor of a motion to leave the LID in place, remove the three properties that asked to be removed, and hold another proceeding to review the LID in two years; and

WHEREAS, City Council asked staff to determine whether the deletion of properties from LID No. 1 would likely increase the assessment on one or more properties' owners; and

WHEREAS, city staff has determined that removing three properties from the LID will not increase the estimated assessments; and

WHEREAS, additional notice and hearings are not necessary; and

WHEREAS, all proceedings to date have been in conformity with State Statutes, the Tigard Charter, Chapter IX, Sections 38 and 39, the Tigard Municipal Code, Title 13, and all procedures were regularly and lawfully conducted.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

- SECTION 1: Resolution No. 07-75, adopted by City Council on December 18, 2007, as amended in Ordinance 08-03 by the revised Engineer's Report dated February 6, 2008, is hereby modified as set forth in the attached map and marked as Attachment A, Exhibit 1 and adopted as a part of this Ordinance. The boundaries of Tigard Triangle Local Improvement District No. 1, as shown in Attachment A, Exhibit 1 are declared and fixed in accordance with the exhibit. The previous LID boundary is shown as Attachment A, Exhibit 2.
- SECTION 2: Except as modified in this Ordinance, the City Council hereby ratifies and reaffirms LID No. 1 and the provisions of Resolution 07-75 and Ordinance 08-03. Any provisions that do not conflict with this Ordinance remain in effect.
- SECTION 3: The estimated costs and expenses of the improvements to be assessed against the specially benefited properties is \$1,963,029.00 as shown in Attachment A, Exhibits 3, 4, 5 and 6.
- SECTION 4: The City Council finds that, the modification to LID No. 1 will not increase the assessment on any of the properties within the boundaries of LID No. 1. The estimated costs include the cost of construction and installation of the improvements, advertising, legal, administrative, survey, engineering, notice, supervision, materials, labor, contracts, equipment, inspections and assessment costs; financing costs including interest charges; the costs of necessary property right of way or easement acquisition and condemnation proceedings; attorney's fees and any other necessary expenses.
- SECTION 5: All lands within the boundaries depicted in Attachment A, Exhibit 1 are determined and reaffirmed to be a street improvement assessment district, and it is further reaffirmed that each lot, part of lot and parcel of land within said boundaries will be specially benefited by said improvements. The estimated cost is \$1,963,029.00 for the improvements. The project cost estimated to be \$1,963,029.00 shall be assessed, according to benefit, against all lands within the district. Benefit for the purposes of Tigard Triangle LID No. 1 is hereby determined to be derived according to improving both the property's ability to develop as set forth in the Comprehensive Plan and the Tigard Triangle Design Standards for the City of Tigard, and the property's access to the improvements.
- SECTION 6: The final costs of the improvements to be assessed shall be determined after completion of all improvements and acceptance of the improvements by the City of Tigard. The final methods of assessment shall likewise be determined after the improvements are completed and accepted.
- SECTION 7: The City Council finds that the Tigard Triangle LID No. 1 improvements are local improvements of the character described in TMC 13.04.010(a) and ORS 310.140, and that they therefore qualify for interim financing pursuant to ORS 223.235.

SECTION 8: Because of uncertain economic times and the fact that the city is still completing the Tigard Triangle Master Plan, the City Council orders that, if construction has not been completed by the date that is two years from the effective date of this Ordinance, the City Council shall conduct another hearing and re-evaluate whether LID No. 1 continues to be necessary.

SECTION 9: This ordinance shall be effective 30 days after its passage by the City Council, signature by the mayor, and posting by the city recorder.

PASSED: By \_\_\_\_\_ vote of all council members present after being read by number and title only, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

APPROVED: By Tigard City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

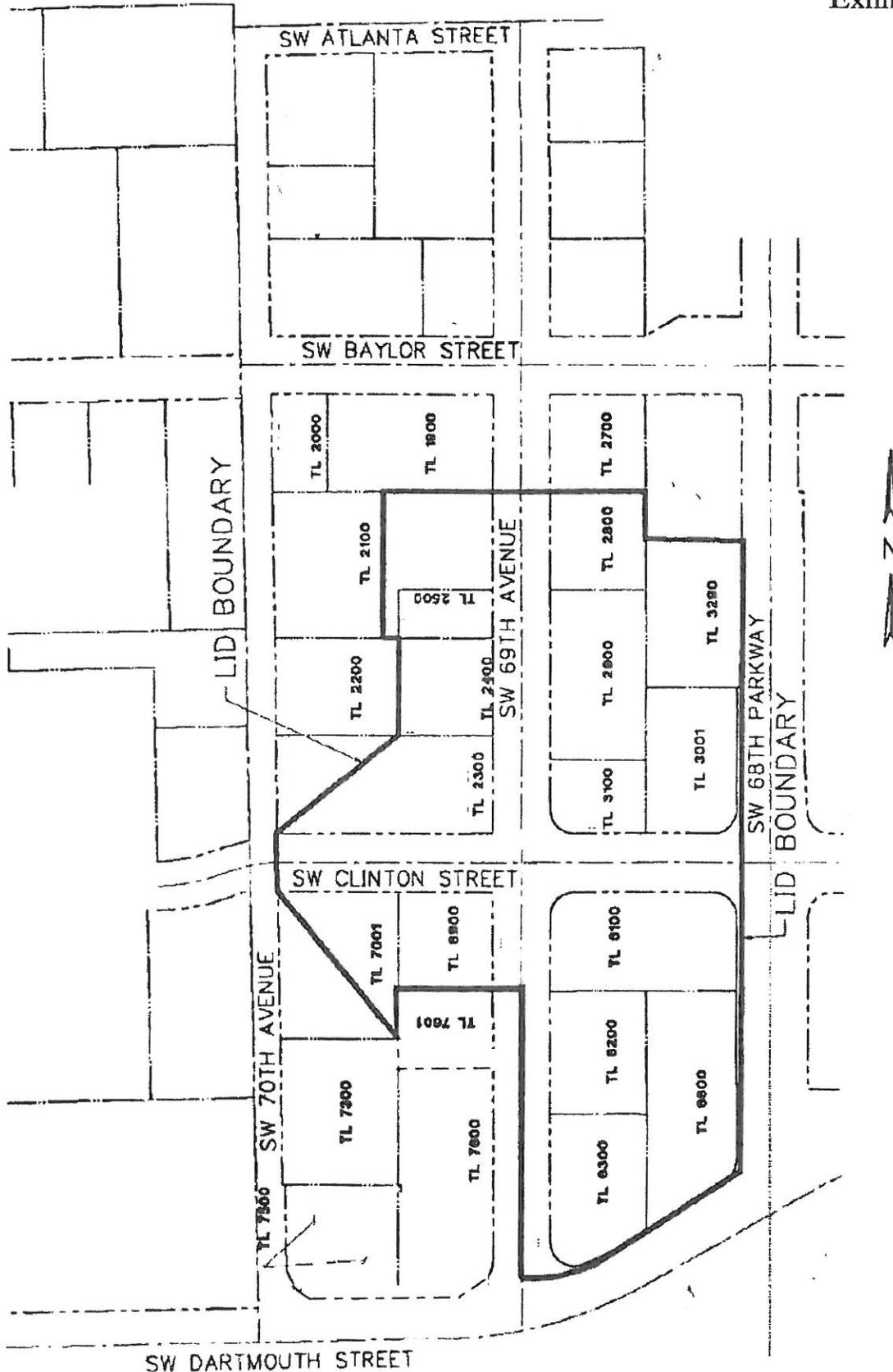
Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

# MODIFIED LID BOUNDARY

Attachment A  
Exhibit 1



SW DARTMOUTH STREET

Printed February 18, 2014



**Table 1**  
**Tigard Triangle LID**  
**Summary**

Tax Lot	Land Owner	Sewer - A	Street/Storm-B	Sidewalk and Streetscape - C	* New Estimated Total Cost	* Original Costs
7001	Roth	\$0	\$65,871	\$27,952	\$93,823	\$93,823
6900	Roth	\$10,293	\$77,204	\$40,098	\$127,595	\$127,595
2300	Specht	\$7,461	\$126,585	\$65,756	\$199,803	\$199,803
2100	Specht	\$6,093	\$77,791	\$25,841	\$109,725	\$109,725
2500	Specht	\$770	\$32,524	\$11,979	\$45,273	\$45,273
2400	Sternberg Family	\$5,541	\$65,059	\$23,959	\$94,559	\$94,559
6300	Specht	\$0	\$93,702	\$46,265	\$139,967	\$139,967
6200	Specht	\$515	\$81,926	\$30,182	\$112,623	\$112,623
6100	Specht	\$10,343	\$147,707	\$75,476	\$233,525	\$233,525
6600	Specht	\$0	\$144,392	\$63,671	\$208,063	\$208,063
3100	Specht	\$7,705	\$60,866	\$34,097	\$102,668	\$102,668
3001	Specht	\$0	\$101,923	\$48,628	\$150,551	\$150,551
2900	Specht	\$17,955	\$113,567	\$41,887	\$173,409	\$173,409
3290	Stronjny/Baldwin	\$0	\$52,798	\$19,565	\$72,363	\$72,363
2800	Moore	\$10,259	\$64,889	\$23,934	\$99,082	\$99,082
<b>New Estimate Totals</b>		<b>\$76,933</b>	<b>\$1,306,804</b>	<b>\$579,290</b>	<b>\$1,963,029</b>	\$1,963,029
<i>Totals from removed properties</i>		\$720	\$136,919	\$60,398		\$198,039
<i>Original Totals</i>		\$77,653	\$1,443,723	\$639,691		\$2,161,069

\* With removal of 3 properties

**Totals from removed properties**

	Sewer	Street	Sidewalk	Total	Adjusted *
Townhomes	\$0	\$47,804	\$22,843	\$70,647	\$70,648
Townhomes	\$0	\$40,184	\$19,422	\$59,606	\$59,606
Roth	\$720	\$48,931	\$18,133	\$67,784	\$67,785
	<b>\$720</b>	<b>\$136,919</b>	<b>\$60,398</b>	<b>\$198,037</b>	\$198,039

\* \$2 adjustment necessary for previous computation error

**Table 2**  
**Tigard Triangle LID**  
**Sewer - A**  
0% Frontage, 100% Lot (Property) Area

Total Cost      \$76,933

Tax Lot	Land Owner	Sewer	Sewer Property Area (SF)	% Total	New Estimated Total Cost
7001	Roth	N	0	0.00%	\$0
6900	Roth	Y	10001	13.38%	\$10,293
2300	Specht	Partial	7250	9.70%	\$7,461
2100	Specht	Partial	5920	7.92%	\$6,093
2500	Specht	Partial	748	1.00%	\$770
2400	Sternberg Family	Partial	5384	7.20%	\$5,541
6300	Specht	N	0	0.00%	\$0
6200	Specht	Partial	500	0.67%	\$515
6100	Specht	Partial	10050	13.44%	\$10,343
6600	Specht	N	0	0.00%	\$0
3100	Specht	Y	7487	10.02%	\$7,705
3001	Specht	N	0	0.00%	\$0
2900	Specht	Y	17446	23.34%	\$17,955
3290	Stronjny/Baldwin	N	0	0.00%	\$0
2800	Moore	Y	9968	13.33%	\$10,259
<i>New Estimate Totals</i>			<i>74,754</i>	<i>100%</i>	<b>\$76,933</b>
<i>Original Totals</i>			<i>75,454</i>		<i>\$77,653</i>

**Table 3**  
**Tigard Triangle LID**  
**Street & Storm - B**  
25% Frontage, 75% Lot (Property) Area

Total Cost \$1,306,804

Tax Lot	Land Owner	Street/ Storm	Frontage			Property			Recalculated*		Original*	
			Length (LF)	% Total	* New Estimated Total Cost	Area (SF)	%Total	Cost	Weighted Cost	Weighted Cost %	Weighted Costs	Weighted Cost %
7001	Roth	Partial	127	4.72%	\$15,407	9534	5.15%	\$50,465	\$65,872	5.04%	\$65,871	4.56%
6900	Roth	Y	200	7.43%	\$24,263	10001	5.40%	\$52,937	\$77,200	5.91%	\$77,204	5.35%
2300	Specht	Partial	328	12.18%	\$39,791	16396	8.85%	\$86,786	\$126,577	9.69%	\$126,585	8.77%
2100	Specht	Y	100	3.71%	\$12,131	12406	6.70%	\$65,667	\$77,798	5.95%	\$77,791	5.39%
2500	Specht	Y	50	1.86%	\$6,066	4999	2.70%	\$26,460	\$32,526	2.49%	\$32,524	2.25%
2400	Sternberg Family	Y	100	3.71%	\$12,131	10000	5.40%	\$52,931	\$65,063	4.98%	\$65,059	4.51%
6300	Specht	Y	226	8.39%	\$27,417	12522	6.76%	\$66,281	\$93,698	7.17%	\$93,702	6.49%
6200	Specht	Y	126	4.68%	\$15,286	12591	6.80%	\$66,646	\$81,932	6.27%	\$81,926	5.67%
6100	Specht	Y	374	13.89%	\$45,372	19332	10.44%	\$102,327	\$147,699	11.30%	\$147,707	10.23%
6600	Specht	Y	296	10.99%	\$35,909	20495	11.07%	\$108,483	\$144,392	11.05%	\$144,392	10.00%
3100	Specht	Y	175	6.50%	\$21,230	7487	4.04%	\$39,630	\$60,860	4.66%	\$60,866	4.22%
3001	Specht	Y	234	8.69%	\$28,388	13892	7.50%	\$73,532	\$101,920	7.80%	\$101,923	7.06%
2900	Specht	Y	175	6.50%	\$21,230	17446	9.42%	\$92,344	\$113,574	8.69%	\$113,567	7.87%
3290	Stronjny/Baldwin	Partial	82	3.04%	\$9,948	8096	4.37%	\$42,853	\$52,801	4.04%	\$52,798	3.66%
2800	Moore	Y	100	3.71%	\$12,131	9968	5.38%	\$52,762	\$64,893	4.97%	\$64,889	4.49%
<i>New Estimate Totals</i>			2693	100%	\$326,701	185,165	100%	\$980,103	<b>\$1,306,804</b>	100%	\$1,306,804	90.52%
<i>Original Totals</i>			2973			204,615					\$1,443,723	

\* With the removal of 3 properties

**Table 4**  
**Tigard Triangle LID**  
**Sidewalk & Streetscape - C**  
75% Frontage, 25% Lot (Property) Area

Total Cost      \$579,290

Tax Lot	Land Owner	Sidewalk/ Streetscape	Frontage			Property			Recalculated*		Original*	
			Length (LF)	% Total	* New Estimated Total Cost	Area (SF)	%Total	Cost	Weighted Cost	Weighted Cost %	Weighted Costs	Weighted Cost %
7001	Roth	Partial	127	4.72%	\$20,489	9534	5.15%	\$7,457	\$27,946	4.82%	\$27,952	4.56%
6900	Roth	Y	200	7.43%	\$32,266	10001	5.40%	\$7,822	\$40,088	6.92%	\$40,098	5.35%
2300	Specht	Partial	328	12.18%	\$52,917	16396	8.85%	\$12,824	\$65,741	11.35%	\$65,756	8.77%
2100	Specht	Y	100	3.71%	\$16,133	12406	6.70%	\$9,703	\$25,836	4.46%	\$25,841	5.39%
2500	Specht	Y	50	1.86%	\$8,067	4999	2.70%	\$3,910	\$11,976	2.07%	\$11,979	2.25%
2400	Sternberg Family	Y	100	3.71%	\$16,133	10000	5.40%	\$7,821	\$23,954	4.14%	\$23,959	4.51%
6300	Specht	Y	226	8.39%	\$36,461	12522	6.76%	\$9,794	\$46,255	7.98%	\$46,265	6.49%
6200	Specht	Y	126	4.68%	\$20,328	12591	6.80%	\$9,848	\$30,176	5.21%	\$30,182	5.67%
6100	Specht	Y	374	13.89%	\$60,338	19332	10.44%	\$15,120	\$75,458	13.03%	\$75,476	10.23%
6600	Specht	Y	296	10.99%	\$47,754	20495	11.07%	\$16,030	\$63,784	11.01%	\$63,671	10.00%
3100	Specht	Y	175	6.50%	\$28,233	7487	4.04%	\$5,856	\$34,089	5.88%	\$34,097	4.22%
3001	Specht	Y	234	8.69%	\$37,752	13892	7.50%	\$10,865	\$48,617	8.39%	\$48,628	7.06%
2900	Specht	Y	175	6.50%	\$28,233	17446	9.42%	\$13,645	\$41,878	7.23%	\$41,887	7.87%
3290	Stronjny/Baldwin	Partial	82	3.04%	\$13,229	8096	4.37%	\$6,332	\$19,561	3.38%	\$19,565	3.66%
2800	Moore	Y	100	3.71%	\$16,133	9968	5.38%	\$7,796	\$23,929	4.13%	\$23,934	4.49%
<i>New Estimate Totals</i>			<b>2693</b>	<b>100%</b>	<b>\$434,468</b>	<b>185,165</b>	<b>100%</b>	<b>\$144,823</b>	<b>\$579,290</b>	<b>100%</b>	<b>\$579,290</b>	<b>90.52%</b>
<i>Original Totals</i>			2973			204,453					\$639,691	

\*With the removal of 3 properties

**Attachment B**  
**Exhibit 1**

**Staff Recommendation/Action Request**  
**Options Regarding Tigard Triangle LID No. 1**

	<b>Option</b>	<b>Advantages</b>	<b>Disadvantages</b>	<b>Next Step(s)</b>
1	Leave the boundary of the LID as is and direct staff to commence the construction of the planned infrastructure.	<ul style="list-style-type: none"> <li>▪ Previous design work remains applicable.</li> <li>▪ Planned infrastructure completed.</li> <li>▪ Possible stimulus to development.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Infrastructure envisioned when the LID was formed may change with the completion of the Tigard Triangle Strategic Plan, necessitating the possible reconstruction of some improvements.</li> <li>▪ Some LID participants are concerned about the financial impacts of LID assessments. For example, the assessment may affect the property owner's ability to sell or refinance the property.</li> </ul>	No formal action required. The council would direct staff to include project funding in the proposed 2014-2015 Capital Improvement Plan (CIP). Construction could begin in 2015.
2	Leave the boundary of the LID as is and direct staff to continue to delay the construction of the planned infrastructure until the Tigard Triangle Strategic Plan is completed and implementation measures are adopted, likely sometime in 2015.	<ul style="list-style-type: none"> <li>▪ Previous design work remains applicable.</li> <li>▪ May have time to resolve possible conflicts with Tigard Triangle Strategic Plan.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Some LID participants are concerned about the financial impacts of LID assessments. For example, the assessment may affect the property owner's ability to sell or refinance the property.</li> </ul>	No formal action would be required. Upon completion of the Tigard Triangle Strategic Plan, staff would include project funding in the CIP.
3	Modify the boundary of the LID removing certain properties.	<ul style="list-style-type: none"> <li>▪ Participants removed from the LID would not be subject to the financial impacts of LID assessments.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Participants remaining within the LID would likely be subject to increased financial responsibility regarding LID assessments.</li> <li>▪ A single-owner LID could create funding challenges (availability, higher interest rates on bond sale, etc).</li> <li>▪ Previous design work would require modification.</li> </ul>	Staff will return to council with a resolution modifying the boundaries as directed.
4	Abandon the LID as currently formed.	<ul style="list-style-type: none"> <li>▪ Participants removed from the LID would not be subject to the financial impacts of LID assessments.</li> <li>▪ May have time to resolve possible conflicts with Tigard Triangle Strategic Plan.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Previous design work could require modification.</li> <li>▪ Adverse impact on development.</li> </ul>	Staff will return to council with a resolution abandoning the LID.  Abandoning the LID does not preclude the formation of a new LID in the future.

Written Testimony  
Quasi-Judicial Public Hearing  
Tigard Triangle LID No. 1  
Continued from October 8, 2013 to  
November 12, 2013

Submitted to  
City Recorder Wheatley  
during 10/8/2013 City  
Council Mtg. Y.

Remonstrance against Local Improvement District  
and Petition for Removal of Property from Local Improvement District  
via Partial Abandonment

Petitioner, Dartmouth Townhomes, LLC (DTLLC), hereby submits its remonstrance against the Dartmouth Local Improvement District (LID), adopted by the Tigard City Council as Ordinance No. 08-03 on 2/26/2008. Petitioner makes this remonstrance under Tigard Municipal Code Chapter 13.04 General Procedures.

Petitioner also requests removal of its property (bounded by SW 69<sup>th</sup> Avenue, 70<sup>th</sup> Avenue, and north of SW Dartmouth Street; Washington County Tax Map 1S136DD, Tax Lots 07500 and 07600) from the LID via a partial abandonment of the LID.

When the LID was created, Petitioner was under a non-remonstrance requirement. This requirement lapsed in December 2012 with the expiration of Site Development Review (SDR 2007-00008). Petitioner now seeks abandonment of the LID as it applies to its property for the present and any future owners of the lots. Abandonment is permitted under Tigard Municipal Code Chapter 13.04.070-4 entitled "Abandonment of Proceedings."

Arguments for remonstrance and partial abandonment are included in the attached document.

Submitted this 8<sup>th</sup> Day of October, 2013

By: [Signature]  
John M. Kearney, Member  
Dartmouth Townhomes, LLC

Arguments in Support of Remonstrance against LID and for Partial Abandonment as Applied to  
Dartmouth Townhomes LLC's Property

SDR 2007-00008

Under SDR 2007-00008, which granted conditional approval to build a seven-unit condominium project on Tax Lots 07500 and 07600 (DTLLC Property), DTLLC was not permitted to submit a remonstrance against the proposed Dartmouth LID, which was adopted by the Tigard City Council under emergency circumstances on 2/26/2008. SDR 2007-00008 and extensions thereto lapsed in December 2012. Accordingly, DTLLC may submit a remonstrance against its continued inclusion in the LID.

Dartmouth LID and History

In December 2007 through February 2008, the Tigard City Council heard testimony from staff, the neighborhood, and engineers for and against the creation of an LID to improve the neighborhood bordered by Baylor Street, SW 68<sup>th</sup> Avenue, Dartmouth Street, and 70<sup>th</sup> Avenues in Tigard, Oregon.

According to the City Engineer, Gus Duenas, this work needed to be approved and completed by the end of 2008. Group MacKenzie prepared a Preliminary Engineer's Report, date 12/3/2007, which covered its analysis of the proposal and recommendation to proceed with the formation of the LID. A copy of this report was emailed to City Engineer, Mike Stone, on 10/8/13. On page 15, the Project Schedule called for contractor substantial completion to be performed by 11/15/2008.

Based on the testimony and on the Preliminary Report, the City Council adopted the LID under emergency circumstances on 2/26/2008. Despite the emergency status, little to no work has been done on the project in the more than five years since its adoption.

In 2005, Petitioner paid \$500,000 for the DTLLC property, which was finished along the perimeter with sidewalks, curbs, gutters, street trees, driveway aprons, and utility stubs. The property also included storm and public sewers in the streets. The cost basis plus the holding costs, development fees, taxes, and insurance associated with this property now exceed \$800,000. The property has been listed for sale on the RMLS and/or Loopnet since 10/9/2008. The initial asking price was \$490,000. The current asking price is \$125,000, which was done to accommodate the estimated LID costs of approximately \$135,000. Petitioner has received only two offers on the property; both coming in 2013 with one \$40,000 below the asking price.

In May 2012, Petitioner DTLLC contacted the City Engineer to determine the status of the LID. This was after a potential purchaser of the property passed on buying it. The purchaser inquired with the city planning department about the timing, scope, and cost of the LID project and there were no concrete answers. The planners did not know when it would be done, how large the project was, or how much the work would cost. Petitioner's holding costs on the property are approximately \$3,000/month. The property is bare land that produces no income.

One of the principal rights of a property owner is the right to sell or alienate their property. In this case, the uncertainty of the timing, scope, and cost of the LID is impacting Petitioner's right to sell their property. Petitioner wants to sell the property at a fair market value, not at a deep discount due to the uncertain status of the LID. Based on Petitioner's monthly holding costs and lack of income, they are being damaged by \$3,000/month. This totals \$51,000 in holding costs in the 17 months since Petitioner first contacted the City Engineer about the LID. This is causing Petitioner irreparable harm and will continue to do so as long as the property remains in the LID.

In addition to a partial abandonment of the LID, Petitioner requests that the City Council investigate the events that led to the delay or permanent "hold" status of the LID. Since 2008, there have been three city engineers. Mr. Stone, has been helpful in this process, he has had time and budgetary constraints that have prevented him from providing a clear trail. In this age of government mistrust, private citizens demand increased accountability. Governmental transparency is what ensures that private citizens are provided due process and equal protection. The only written explanation received on this was that several neighbors asked for a delay. Petitioner requests information on who made the decision to delay and whether a public hearing was ever held on this topic. These questions will determine whether due process and equal protection were respected.

#### Site Development Review and Impact Study Proportionality Analysis

Under City of Tigard Code Section 18.390.040, when real property is to be contributed to a public improvement, Traffic Impact Fees (TIFs) are used to determine proportionality by comparing a portion of those fees to the value of the real property contributed plus any required improvements.

In Petitioner's case, it was required to dedicate real property and to make improvements. Under Petitioner's SDR 2007-00008 (on thumb drive), the total Traffic Impact anticipated by the development was \$66,062. This amount was multiplied by 32% to determine the TIF fees. That left a total of \$21,140 TIF payments. The balance (or 68%) was \$44,922. This figure is called the "unmitigated impact"

The city planner determined that the value of the land contribution (\$7,194) plus other fees (\$5,844) was \$12,679. They concluded that because the value of the exactions (\$12,679) was less than the unmitigated impact to the transportation system (\$44,922), the level of exaction met the proportionality test. Accordingly, the unmitigated impact exceeded exactions by \$32,243 or by a multiplier of 3.54 to 1.

#### SDR Appeal Process

Petitioner's SDR 2007-00008 was issued on 11/8/2007, with an appeal period ending on 11/28/2007. During that period, Dennis Grayson of DTLLC called the city to determine if there were any existing, planned, or future LIDs affecting our property. Greg Berry replied that there weren't any existing, planned, or future LIDs affecting the property. Mr. Berry's failed to answer a direct question regarding the existence of the proposed Dartmouth LID. This compromised DTLLC's ability to appeal the SDR and to later file a remonstrance against the LID. This failure to disclose was a due process violation that has led to nearly \$200,000 in holding costs since November 2007.

In his proportionality analysis in SDR 2007-0008, Associate Planner Gary Pagenstecher did not include the exactions from the LID, which was being worked on at the same time. In SDR 2007-00003 (emailed to City Engineer on 10/8/13), which applied to the LID petitioner Specht Properties, the document was loaded with references to the proposed LID and to contingencies applying if it was not approved. That document was issued on 10/5/2007, only a month before the date of the SDR 2007-00008. That document was also prepared and signed by Gary Pagenstecher, so he had knowledge of the proposed LID and included it in one SDR, but did not disclose it in another.

SDR 2007-00003 included multiple references to a proposed LID, while SDR 2007-00008 included no information on a proposed LID, but contained Condition #25 requiring DTLLC to participate in any future LIDs along Dartmouth Street. In Petitioner's opinion, the city planner should have disclosed the proposed LID so that Petitioner could have challenged it during the appeal period. This is a second violation of due process leading to greater holding costs.

With respect to proportionality, Petitioner's initial LID contributions were listed at \$126,436 in the Preliminary Engineer's Report. If these fees were included in the city's proportionality figures, it would total \$139,115 for exactions directly related to the public transportation system. The dedication of an 11'-wide strip of property to widen a road and install a bike lane, and redevelopment of that strip, is certainly related to the public transportation system. This amount exceeds the unmitigated impact by \$94,143 or by a multiplier of 3.1 to 1. That number is hardly proportional under the city's line of thinking. If the correct proportionality had been applied to SDR 2007-00008, Petitioner might not have been required to participate in the LID on Dartmouth. Petitioner asks that the City Council undo the multiple due process violations and abandon the LID as it applies to Petitioner's property.

#### Group MacKenzie Preliminary Engineer's Report

This report was dated 12/3/2007, only five days after the expiration of Petitioner's appeal period. It included two sets of drawings for the proposed LID. The first, dated 1/26/06, did not include the DTLLC property, but did include three Specht-owned properties on SW 70<sup>th</sup> Avenue. The second version, which was the LID map adopted under Ordinance No. 08-03, included DTLLC's tax lots, but did not include the three Specht-owned lots on SW 70<sup>th</sup> Avenue.

This smacks of manipulation and LID gerrymandering. The City Council should investigate who made the changes that affected the properties included in the report. It is Petitioner's fear that future LIDs can be forced on unsuspecting neighbors if one property owner controls a large portion of a neighborhood.

Petitioner also requests that the City Council examine the last page of Group MacKenzie's report. On that page 17, they note that a 3:1 land-value-to-assessment ratio is typically desirable for the formation of an LID. Based on their estimated LID total cost of \$2,443,367 and a total square footage of 235,055, the cost per square foot was \$10.39. In order to achieve their ratio, land values would have to be \$31 per square foot. They then note that based on average land values in the neighborhood, that 3:1 ratio

would not be met. It would certainly not be met with respect to Petitioner's property, which had been limited to residential-only use as part of the transfer of development rights in 2004.

Even on completion of the project, the 3:1 ratio would not be met. They anticipated that the post-project ratio would be 2.5:1 to 2.8:1. That's like saying you have to be 6' tall to take a ride at Oaks Park, but then letting in people who are 5'0" tall through 5'7" because "they're tall enough." It simply makes no sense to set a goal and then to fall seven to 17% below that goal. The City of Tigard would likely not offer a permit applicant a 17% discount just because they liked them or if it's "close enough for government purposes."

For the foregoing reasons, Petitioner asks to be removed from the Dartmouth LID with a partial abandonment as it applies to Petitioner's property. Petitioner also asks that the City Council exclude DTLLC and any future owners from any other future LIDs that would affect the area.

**Cathy Wheatley**

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**From:** Marty Wine  
**Sent:** Monday, October 07, 2013 9:09 PM  
**To:** Cathy Wheatley  
**Cc:** Mike Stone; Kenny Asher; Tim Ramis  
**Subject:** Fwd: Dartmouth LID - Prior Land Use Decision on Lots 7500/7600

- Agenda Item 4  
LID # 1 - 10/8/13  
Testimony - Jack  
Kearney

Cathy, first of two items to please enter into the record and please be sure that CD staff is notified because we may have research after tomorrow nights meeting to prepare for a future hearing. Thanks.

Marty

Sent from my iPhone

Begin forwarded message:

**From:** Mike Stone <[MStone@tigard-or.gov](mailto:MStone@tigard-or.gov)>  
**Date:** October 7, 2013 at 8:22:35 PM PDT  
**To:** Jack Kearney <[jkearney66@gmail.com](mailto:jkearney66@gmail.com)>  
**Cc:** Marty Wine <[Marty@tigard-or.gov](mailto:Marty@tigard-or.gov)>  
**Subject:** Re: Dartmouth LID - Prior Land Use Decision on Lots 7500/7600

Jack. I appreciate the effort here and the informational research which obviously took some time and effort.

Unfortunately, we have a scheduled hearing tomorrow night and given the lateness of this email I'm not likely to have much in the way of answers/comments available and I hope you can understand.

Hope to see you tomorrow, M

Michael Stone, PE  
City Engineer  
City of Tigard  
Sent from my iPad

On Oct 7, 2013, at 4:56 PM, "Jack Kearney" <[jkearney66@gmail.com](mailto:jkearney66@gmail.com)> wrote:

Mike,

Attached is SDR 2004-00011 for applicant Pacific NW Properties (PNWP) for the lots currently owned by Dartmouth Townhomes LLC (DTLLC) (Lots 7500/7600) which are now part of the Dartmouth Local Improvement District (LID). DTLLC purchased the lots directly from PNWP. I looked for the document on the City of Tigard website, but it was not there. I also requested it from Kim McMillan several times via email and did not receive an answer. I finally received the

document from Fidelity National Title. The file is rather large, so it had to be put in two PDFs.

At the City Council hearing on 8/20/2013, Ms. McMillan stated that re-development of Dartmouth Street was required as part of the prior land use decision for these lots. Mr. Specht used that statement to argue for our continued inclusion in the LID. I have read and analyzed the SDR. Most of the contents pertain to Phases I and II (of III) of the buildings now located two blocks east of our property. Our property was Phase III and the commercial rights (FAR) from our property were transferred to Phases I and II as part of the process.

SDR2004-00011 does not state anything requiring the owner (or future owners) to re-develop the land along Dartmouth Street. It simply required them to dedicate and/or reserve an 11' strip along Dartmouth for future street widening. It also required them to make improvements along Dartmouth, 69th Avenue, and 70th Avenue (these improvements were made prior to our purchase). The final requirement was that they file the proper forms with the City of Tigard limiting future use to residential only (these forms were presumably filed). If you have any other documents that state differently, please forward them to us for review.

In our land use decision, SDR 2007-00008 (attached, dated 11/09/2007), the city planner included an "Impact Study" (page 30 of 32). That section addressed DTLLC's Traffic Impact Fee (TIF) at a total of \$66,062. This is the amount by which our proposed development would impact the public. They used a multiplier of 0.32 to determine that we should pay \$21,140 in TIF permit fees. The difference between these two numbers was \$44,922 and is called the "unmitigated impact." That figure was used by the planners in their proportionality analysis.

City Code Section 18.390.040 states that when a condition of approval requires the transfer to the public of an interest in real property, the approval authority shall adopt findings which support the conclusion that the interest is roughly proportional to the impact the proposed development will have on the public. DTLLC was required to dedicate land and to pay fees-in-lieu of improvements. The Impact Study included both exactions in its proportionality analysis and findings.

The city planner noted that DTLLC was being asked to contribute land via a right of way dedication, to pay fees for future signalization on 68th and 72nd, and to pay fees for bicycle striping on SW Dartmouth. The value of those items was stated as \$12,679. The city planner reasoned that the value of the proposed dedication and improvements (\$12,679) was less than the unmitigated impact of the project on the transportation system (\$44,922) and that, therefore, the level of exaction met the test of proportionality.

SDR 2007-00008 also required DTLLC to participate in any future development on Dartmouth Street through an LID. During our appeal period, which ended on 11/28/2007, Dennis Grayson of DTLLC inquired with Greg Barry at the City of

Tigard to determine whether there were any existing, pending, or planned LIDs that would affect us. Mr. Barry indicated that there were no existing, pending, or planned LIDs.

In December 2007, about two weeks after our appeal period ended, we received a letter indicating that we were included in the proposed LID. Our initial contribution to the LID exceeded \$120,000 and went above \$130,000 by the time the LID was adopted, under "emergency" conditions, as Ordinance No. 08-03 on 2/26/2008.

During the LID-consideration period, we were presented with a Group MacKenzie Preliminary Engineer's Report (dated 12/3/2007) that included preliminary drawings for the district (dated 1/26/2006) and a final drawing (undated) that was adopted by the City Council. The preliminary map included three Specht-owned properties on SW 70th, but did not include either of our tax lots. The final map included our tax lots, but did not include the formerly included Specht lots. The date of the Group MacKenzie report is only five days after the end of our appeal period (11/28/2007), so it's illogical to think that the City of Tigard or Mr. Barry had no knowledge of a pending or planned LID that would affect our property.

In my opinion, the city should have asked for our portion of the LID work to be done as part of our SDR, as it was directly related to (and a condition of approval for) our development. It would be one thing if the LID work was to be done years in the future, but the planned LID construction was to be finished by 11/15/2008 according to the Group MacKenzie Report. Had the city planners included this exaction in our SDR, rather than using a deceptive LID requirement, they would have had to include the extra \$120,000-130,000 in their proportionality analysis.

Based on the totality of these circumstances, it was dishonest for the City of Tigard to fail to disclose the LID when we inquired during our appeal period. Based on the knowledge the City of Tigard had and did not disclose, it was equally dishonest to not include the \$120,000-130,000 into the proportionality analysis of our SDR. A total of more than \$140,000 in land contributions and improvement exactions/fees-in-lieu of improvements is hardly proportional to the unmitigated impact of \$44,922.

In addition, SDR 2007-00008 required DTLLC to pay for other fees that were not included in the proportionality analysis. There was a charge of \$5,775 as a fee-in-lieu of undergrounding utilities across the street from us on SW 69th (property that belongs to Mr. Specht). According to SDR 2004-00011, PNWP was required to pay \$18,550 for a fee-in-lieu of undergrounding utilities on SW 68th and SW 69th. A similar fee-in-lieu was applied to Mr. Specht's property under SDR 2007-00003, provided the LID was not approved. As we now know, the LID was approved and undergrounding work is part of the plan. That means that the city was paid once for a fee-in-lieu from PNWP, they asked for a second fee from DTLLC, and the actual work was to be paid for as part of the LID (shifting a

portion of those fees to the other landowners in the LID). Billing three times for the same item is hardly equitable or ethical no matter which way you look at it.

That brings me to a seminal topic that the City Council should be investigating. The main question is what person or group of people made the decision to hold off the LID? Several of the council members alluded to transparency and government trust in the 8/20/2013 meeting. I would like to know who made the decision to wait. I would also like to know why, after more than five years, has little to no work been performed on this one-time emergency project. Was it the City Engineer and Mr. Specht? Was it the City Council? Who is in charge of making such determinations? My fear is that private citizens are stepping in and playing the role of the government and affecting the right of other private citizens. That's a slippery slope that should be avoided at all costs.

To close, widening Dartmouth Street to include a bike lane and to accommodate more traffic is a benefit to the Tigard Triangle and to the City of Tigard, not to our property. DTLCC maintains that it should be removed from the LID and that it not be re-applied, in whole or in part, to any future development at this site. We started this conversation with Mike Stone in June 2012 (16 months ago) and it has cost us another \$50,000 to hold the property during that time. The city should be looking toward general or transportation funds to pay for the widening of Dartmouth Street, not taking it from small developers who were trying to improve the city and its tax base.

--

Respectfully,

Jack.

Jack Kearney, J.D., LL.M. in Taxation

Principal Broker in Oregon

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**AIS-1658**

**6.**

**Business Meeting**

**Meeting Date:** 03/11/2014

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

**Agenda Title:** Appoint New City Center Advisory Commission Members

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

**Item Type:** Resolution

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

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

Shall Council appoint Linli Pao, Henry March and Richard Shavey as voting members, and Lynn Scroggin as a non-voting alternate member of the Tigard City Center Advisory Commission?

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve a resolution appointing Linli Pao, Henry March and Richard Shavey as voting members of the City Center Advisory Commission whose terms will expire December 31, 2016; and Lynn Scroggin as a non-voting alternate member whose term will expire December 31, 2014.

**KEY FACTS AND INFORMATION SUMMARY**

The City Center Advisory Commission (CCAC) is the advisory body to the City Center Development Agency on urban renewal issues. There are currently three voting positions on the City Center Advisory Commission that are vacant. There are also up to two non-voting alternate positions that are available.

Several applicants were interviewed on February 5th by the Mayor's Appointment Advisory Committee. The Committee recommended that Linli Pao be re-appointed, and Henry March and Richard Shavey be appointed to fill the current voting member vacancies. The Committee recommended that Lynn Scroggin be appointed as a non-voting alternate.

Attachment 1 is a Resolution implementing these recommended appointees.

Attachment 2 has biographical information on all four recommended appointees.

## **OTHER ALTERNATIVES**

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

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

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

December, 2012

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### **Attachments**

Resolution

CCAC Bios

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 14-

A RESOLUTION APPOINTING LINLI PAO, HENRY MARCH AND RICHARD SHAVEY AS VOTING MEMBERS OF THE CITY CENTER ADVISORY COMMISSION, AND LYNN SCROGGIN AS A NON-VOTING ALTERNATE MEMBER

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WHEREAS, there currently exists three vacancies for voting members and up to two vacancies for non-voting alternate members on the City Center Advisory Commission; and

WHEREAS, Linli Pao, Henry March, Richard Shavey and Lynn Scroggin applied for appointments to the City Center Advisory Commission; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council re-appoint Linli Pao and appoint Henry March and Richard Shavey as voting members; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Lynn Scroggin as a non-voting alternate member.

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

SECTION 1: Linli Pao, Henry March and Richard Shavey are appointed as voting members to fill terms that expire December 31, 2016.

SECTION 2: Lynn Scroggin is appointed as an alternate member to fill a term that expires December 31, 2014.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

CITY CENTER ADVISORY COMMISSION  
RECOMMENDED APPOINTEES  
BIOGRAPHICAL INFORMATION

On March 11, 2014 Tigard City Council will consider a Resolution to appoint Linli Pao, Henry March and Richard Shavey as voting members, and Lynn Scroggin as a non-voting alternate member of the City Center Advisory Commission.

Linli Pao has been a Tigard resident for 23 years. She served on the City Center Advisory Commission from June 2008 to December 2013 as both an alternate and voting member. She is currently a third year student at Lewis and Clark Law School and has a Bachelor of Arts in Molecular Cell Biology from the University of California at Berkeley. She previously worked at Oregon Health and Sciences University. Her volunteer experience includes Tigard CERT and Washington County Youth Advisory Council.

Henry March has been a Tigard resident for 12 years. He is currently retired; his previous experience includes being a Communications Superintendent with the United States Air Force; a Foreign Service Communications Officer; and Program Manager of the Washington County Office of Community Development. He has a Bachelor of Science in Public Affairs and International Development from the University of Oregon. He is on the Tigard Police Chief's Citizen Advisory Committee and is a board member of the Good Neighbor Center and KOMAK.

Richard Shavey has been a Tigard resident for five years. He is a retired architect with a Bachelor's of Architecture from Oklahoma State University. His previous volunteer experience includes serving on the Board of Directors of the Tigard Rotary Club; being a cornerstone member of the Tigard Downtown Alliance; and previously serving on the Tigard Planning Commission and as chair of the Seattle Planning Commission.

Lynn Scroggin has been a Tigard resident for 65 years. She previously worked as an administrative assistant for the Tigard-Tualatin School District and currently works part time at Docu-Source Print Management. Her previous volunteer experience includes Tigard Community Youth Services and Calvin and Tualatin Presbyterian Churches.

**AIS-1656**

**7.**

**Business Meeting**

**Meeting Date:** 03/11/2014

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

**Agenda Title:** Dissolution of the Tree Board

**Prepared For:** Kenny Asher, Community Development

**Submitted By:** Tom McGuire, Community Development

**Item Type:** Resolution

**Meeting Type:** Consent  
Agenda

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

A resolution to commend the members of the Tigard Tree Board and to disband the board. The Tree Board has been inactive over the last few years; the last meeting was held in January 2012. Because of recent changes in the Urban Forestry Code and the processes the City uses to administer tree issues, coupled with the loss of staffing and other resources, the Tree Board is no longer needed.

**STAFF RECOMMENDATION / ACTION REQUEST**

Adopt the resolution and disband the Tree Board. Transfer the few remaining functions left to the Tree Board to the Parks and Recreation Advisory Board.

**KEY FACTS AND INFORMATION SUMMARY**

The Tree Board was established on January 23, 2001 to develop and administer a comprehensive tree management program for the maintenance, removal, replacement and protection of trees on public property. On May 22, 2007 the mission of the Tree Board was expanded to include development of a comprehensive City Tree Stewardship and Urban Forest Enhancement Program. Maintaining a citizen review board responsible for tree-related issues is also a requirement for our Tree City USA certification. Other functions of the Tree Board as assigned include:

1. Update Council on the implementation of the Urban Forestry Master Plan;
2. Develop a funding proposal for a sustainable tree and urban forest enhancement program;
3. Develop a new Tree Board charge statement for Council adoption following adoption of the Urban Forestry Code Revisions (UFCR). The recommended charge shall retain the Tree Board's primary function of advising Council on urban forestry issues while possibly expanding their advisory role to other natural resource issues; and
4. Develop an education and outreach function.

Items one and two have now been completed and item 4 is being conducted by Community Development (CD) staff. It is questionable whether item 3 is still necessary, given the changes brought about through adoption of the UFCR, as well as staff and resource changes within the City. The City no longer has a permanent urban forester position, and those responsibilities are now performed by various staff in CD and Public Works, as well as through an on-call contract forester.

The remaining functions left for the Tree Board to perform as a result of the UFCR changes are the approval of Heritage Tree nominations and the infrequent review of changes to certain approved Urban Forestry Plans. Because providing support for citizen volunteer commissions is staff intensive, it is difficult to justify supporting the Tree Board for these few functions. It would be a more efficient use of staff and resources to reassign the remaining tasks of the Tree Board to a different standing board, such as the Parks and Recreation Advisory Board (PRAB). Having the PRAB be responsible for tree-related issues in the City would also continue to satisfy the requirements for our Tree City USA certification.

Council discussed this issue in a study session on January 28, 2014 and decided to disband the Tree Board. The few remaining functions left to the Tree Board will be transferred to the PRAB. The PRAB is familiar with tree and natural resource issues, has members that are qualified to consider tree-related issues, and has the time to consider the few items that would come up in a given year. The PRAB has indicated that it would support the change and take on the added responsibilities.

## **OTHER ALTERNATIVES**

Maintain the Tree Board and make no change.

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

The PRAB would continue to provide citizen oversight of tree related issues within the City and maintain and uphold City Council Goals, Policies, and the Urban Forestry Master Plan.

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

Council met in a study session on January 28, 2014 to discuss the future of the Tree Board and decided to move forward to commend the volunteer members and disband the board.

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### **Attachments**

Tree Board Resolution

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 14-

A RESOLUTION TO COMMEND THE MEMBERS OF THE TIGARD TREE BOARD AND TO DISBAND THE BOARD

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WHEREAS, the Tigard City Council established the Tigard Tree Board with Resolution No. 01-02; and

WHEREAS, the Tree Board was originally charged with developing and administering a comprehensive community tree management program for the maintenance, removal, replacement, and protection of trees on public property; and

WHEREAS, the Tree Board was also directed to work with the Planning Commission to update the City's Comprehensive Plan by providing background information, goals, policies, and action measures pertaining to tree stewardship and the contribution of trees to Tigard's quality of life; and

WHEREAS, the Tree Board was also charged with overseeing the development and implementation of the City's urban forestry program; and

WHEREAS, the Tree Board successfully completed the update of the Comprehensive Plan; and

WHEREAS, the Tree Board successfully completed the Urban Forestry Master Plan; and

WHEREAS, the Tree Board contributed to the successful completion and implementation of the Urban Forestry Code Revisions project; and

WHEREAS, the Urban Forestry Code Revisions project resulted in regulatory and administrative process changes that substantially simplify the administration and management of the City's tree management program; and

WHEREAS, the City's Parks and Recreation Advisory Board has sufficient capacity and capability to take over the few administrative processes that remain in order to administer the City's tree management program, and that also require the consideration and review of a citizen committee.

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

SECTION 1: The following Tree Board members are commended for the outstanding effort, time commitment, and energy they put into successfully completing their assigned tasks: Morton Ettelstein, Bret Lieuallan, David Walsh, Wayne Gross, and Phil Jackson.

SECTION 2: The Tree Board, after successfully completing its tasks and charges, is hereby disbanded.

SECTION 3: The Parks and Recreation Advisory Board is hereby charged with the review and approval of Heritage Tree nominations and Significant Tree nominations as directed in Tigard Municipal Code Chapter 18.16.030 and 18.16.050.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard



The full line of services will continue to be provided under a 'fee for service' contract rather than being paid a commission on insurance premiums. In FY 2013-14, the fee for service resulted in a savings of over \$17,700 for the city. Even with a 3% annual escalation clause, the City will pay far less for these services at the end of the 5-year contract period than if we were paying commissions.

Staff recommends awarding the contract to Brown and Brown Northwest.

### **OTHER ALTERNATIVES**

Change Insurance Agent of Record compensation to a commission based service. This would cost over \$17,700 more the first year of the contract.

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

N/A

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

January 9, 2014 Council Mail memo advising routine nature of Agent bid award. Council requested bid award be considered during the regular meeting agenda rather than on consent agenda.

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### **Fiscal Impact**

**Cost:** \$36,800

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

**Where budgeted?:** 600-1200 Risk

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

The city has paid our insurance agent a fee for service rather than a commission on insurance premiums for the last five years and experienced great savings. This fiscal year (2013-14), the insurance agent was paid a fee of \$35,720 when the commission would have been \$53,451, or a savings of over \$17,700.

The contract with Brown and Brown is \$1,080 higher than the agent fee for this fiscal year and still well below the commission rate. There is a 3% escalation for the agent fee during the life of the contract.

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### **Attachments**

Agreement

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**CITY OF TIGARD, OREGON**  
**PERSONAL SERVICES CONTRACT**  
**INSURANCE AGENT OF RECORD SERVICES**

**THIS AGREEMENT** made and entered into this 25<sup>th</sup> day of March, 2014 by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and Brown and Brown Northwest, hereinafter called Consultant.

**RECITALS**

**WHEREAS**, the City's 2013-2014 fiscal year budget provides for services related to insurance agent of record services; and

**WHEREAS**, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Consultant, and

**WHEREAS**, City has determined that Consultant is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

**THEREFORE**, the Parties agree as follows:

**1. SERVICES TO BE PROVIDED**

Consultant shall initiate services immediately upon receipt of City's notice to proceed together with an executed copy of this Agreement. Consultant agrees to complete work that is detailed in Exhibit A and by this reference made a part hereof. Any and all work assigned by the City will be contained in subsequent scope of work as needed. Consultant's proposal is attached as Exhibit B. Consultant's Broker Services Agreement is attached as Exhibit C.

**2. EFFECTIVE DATE AND DURATION**

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on March 25, 2019. All work under this Agreement shall be completed prior to the expiration of this Agreement.

**3. COMPENSATION**

The City agrees to pay Consultant a fee for service for performance of those services described herein and in any subsequent agreements that arise from the work under this Agreement. The total amount paid to the Consultant by the City shall not exceed Thirty Six Thousand Eight Hundred Dollars (\$36,800) annually for performance of those services described herein for the first year of the contract. Each subsequent year of the contract, beginning July 1, 2015, fee for service will be calculated by adding an annual escalator of three percent (3%) for each of the following years during which this contract is in effect. Any and all payments made to the Consultant shall be based upon the following applicable terms:

- A.** Payment by City to Consultant for performance of services under this Agreement includes all expenses incurred by Consultant, with the exception of expenses, if any identified in this Agreement as separately reimbursable.

- B. Payment will be made annually based on Consultant's invoice for base services, subject to the approval of the City Manager, or designee. Special services above the base service package will be billed not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice for special services.
- C. Payment by City shall release City from any further obligation for payment to Consultant, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Consultant shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- E. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- F. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- G. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.
- H. Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- I. Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- J. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Funding during future fiscal years shall be subject to budget approval by Tigard's City Council.

**4. OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all work products of Consultant which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant

prior to termination of this Agreement by Consultant or upon completion of the work pursuant to this Agreement.

**5. ASSIGNMENT/DELEGATION**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

**6. STATUS OF CONSULTANT AS INDEPENDENT CONSULTANT**

Consultant certifies that:

- A. Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent Consultant as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.
- B. The undersigned Consultant hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Consultant shall obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.

- D. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**7. INDEMNIFICATION**

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Consultant's profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for deficiencies, errors or omissions.
- B. Claims for other than Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless the City of Tigard, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Consultant or its subcontractors, sub-consultants, agents or employees in performance of this contract at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies.. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Claims for Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless the City of Tigard, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City in performance of this contract. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant in performance of this contract.

**8. INSURANCE**

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant shall provide at least the following limits and coverages:

**A. Commercial General Liability Insurance**

Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$50,000

**B. Professional Liability**

Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a “claims-made” form.

**C. Commercial Automobile Insurance**

Consultant shall also obtain, at Consultant’s expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

If Consultant uses a personally-owned vehicle for business use under this contract, the Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

**D. Workers’ Compensation Insurance**

The Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers’ Compensation Law shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers’ compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain workers’ compensation coverage. All non-exempt employers

shall provide Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

**E. Additional Insured Provision**

All policies aforementioned, other than Workers' Compensation and Professional Liability, shall include the City its officers, employees, agents and representatives as additional insureds with respect to this contract.

**F. Extended Reporting Coverage**

If any of the aforementioned liability insurance is arranged on a "claims-made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Consultant's insurer will provide such if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims-made" liability coverage for 24 months following contract completion. Continuous "claims-made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract.

**G. Insurance Carrier Rating**

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**H. Self-Insurance**

The City understands that some Consultants may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If the Consultant is self-insured for commercial general liability or automobile liability insurance the Consultant must provide evidence of such self-insurance. The Consultant must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

**I. Certificates of Insurance**

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

**J. Independent Consultant Status**

The service or services to be rendered under this contract are those of an independent Consultant. Consultant is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

**K. Primary Coverage Clarification**

The parties agree that Consultant’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

**L. Cross-Liability Clause**

A cross-liability clause or separation of insureds clause will be included in all general liability and automobile policies required by this contract.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard  
Attn: Contracts and Purchasing Office  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Consultant’s liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>CITY OF TIGARD</b>	<b>BROWN AND BROWN NORTHWEST</b>
Attn: Loreen Mills	Attn: Ron Cutter
Address: 13125 SW Hall Blvd. Tigard, OR 97223	Address: 2701 NW Vaughn, Suite 340 Portland, OR 97210
Phone: (503) 718-2417	Phone: (503) 219-3270
Fax: (503) 639-6795	Fax: (503) 914-5470
Email: <a href="mailto:loreen@tigard-or.gov">loreen@tigard-or.gov</a>	Email: <a href="mailto:rcutter@bbnw.com">rcutter@bbnw.com</a>

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**10. MERGER**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**11. PROFESSIONAL SERVICES**

The City requires that services provided pursuant to this agreement shall be provided to the City by a Consultant that does not represent clients on matters contrary to City interests. Further, Consultant shall not engage services of a consultant or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Consultant represent clients on matters contrary to City interests or engage the services of a consultant or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Consultant shall consult with the appropriate City representative regarding the conflict.

After such consultation, the Consultant shall have forty-five (45) days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13(B)(3) of this agreement.

**12. TERMINATION WITHOUT CAUSE**

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving 90 days written notice to Consultant. If City terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

**13. TERMINATION WITH CAUSE**

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**B.** City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of this Agreement:

- 1) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
- 3) If Consultant fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Consultant. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal. As Consultant is paid in full at the beginning of each contract year, any early termination of this Agreement under paragraph A or B above shall result in the Consultant reimbursing the City a prorated amount for the remaining contract year.

**14. ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**15. FORCE MAJEURE**

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an

act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**16. NON-WAIVER**

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**17. NON-DISCRIMINATION**

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**18. ERRORS**

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

**19. EXTRA (CHANGES) WORK**

Only the City's Project Manager for this Agreement may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**20. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

**21. GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and

subcontractors and income tax withholding contained in ORS Chapters 279A, 279B and 279C, the provisions of which are hereby made a part of this agreement.

**23. CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**24. AUDIT**

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

**25. SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**26. CONDITIONS OF SUPPLYING A PUBLIC AGENCY**

Where applicable, seller must make payment promptly as due to persons supplying Consultant labor or materials for the execution of the work provided by this order. Consultant must pay all contributions or amounts due from Consultant to the Industrial Accident Fund incurred in the performance of this order. Consultant shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of City on account of any labor or material to be furnished. Consultant further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**27. MEDICAL CARE AND WORKERS' COMPENSATION**

Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of the employees pursuant to any law, Consultant agreement for the purpose of providing or paying for such service.

**28. COMPLETE AGREEMENT**

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control. In the event of an inconsistency between this contract including Exhibit A and Exhibit C, the contract and Exhibit A shall control.

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date hereinabove first written.

Awarded by Tigard's Local Contract Review Board at their March \_\_\_\_\_, 2014 meeting.

**CITY OF TIGARD**

**BROWN AND BROWN NORTHWEST**

\_\_\_\_\_  
By: Marty Wine, City Manager

\_\_\_\_\_  
By: Authorized Agent of Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**A. SCOPE OF SERVICES (BASE SERVICES)** Brown and Brown NW will be required to perform the services outlined below:

1. Represent city as agent of record for property casualty side of coverage. These services are consistent with the CIS definition of agent of record with additional funding and consultative risk management issue services. This definition can be found at the CIS website by following the link: <http://www.cisoregon.org/uploaddocs/agentservices.pdf>. Also, represent city as agent of record for workers compensation. The city has the need for infrequent or rare workers' comp consultation.
2. Assist City, as needed, in evaluation and recommendation in the areas of risk management, safety loss control, review contract insurance requirements and certificates of insurance provided by contractors and other vendors.
3. Assist in the design of a comprehensive insurance program, addressing retention levels, broadest available coverage terms and insurer financial security.
4. Make recommendations for self-insurance and other risk-financing methods as appropriate.
5. Organize renewal underwriting information and prepare insurance specifications.
6. Prepare marketing strategies for review by City prior to approaching markets.
7. Approach insurance marketplace on behalf of City. Analyze insurer proposals with respect to cost, coverage and stability of insurers. Review proposals received from insurance companies for conformance with specifications and present quotations to City in a spreadsheet format detailing and comparing coverages, forms and pricing. Make recommendation to City's Project Manager for approval. Negotiate final renewal terms.
8. Obtain policies from insurance carriers and forward to City in a timely fashion. Keep City apprised of delays.
9. Review all binders, policies and endorsement to assure coverage is as intended. Verify accuracy of all policies, endorsements and invoices prior to delivery.
10. Maintain a summary listing of all policies and endorsements that identify the type of coverage, insurance company name & policy number, policy period, coverage synopsis and a brief synopsis of significant coverage features, policy limits, deductibles, and premiums. Update summary pages as revisions occur. Identify potential or actual uninsured or underinsured exposures.
11. Issue Certificates of Insurance and other evidence of insurance as requested or required.
12. Place, cancel and otherwise handle, at the direction of the City and for the benefit of the City all placements, binders, policies and endorsements as requested by the City in a timely fashion which would avoid lapses in coverages.
13. Assist City in submittal of claims to insurance carriers. Interface with carrier when coverage issues arise.
14. Maintain insurable values on buildings at replacement value, include new construction and make statement available to the City.
15. Consult with the Project Manager when called upon throughout the year on any matters pertaining to the operation of the City's insurance and safety programs.
16. Be available to attend meetings when needed. Respond to questions in a timely manner.
17. Prior to renewal of insurance policies, Agent shall analyze losses and loss history trends, with frequency and severity information on losses. Agent shall provide loss forecasts and loss retention analysis when appropriate.

18. Supply City's Project Manager a budget letter for estimated premiums that will be required for the next fiscal year. This requires a projection of new total property values, including any completed construction or contemplated acquisitions. Based on this review and a survey of current market trends, a total premium is projected. This is due no later than January 10<sup>th</sup> each year.
19. Prepare an annual report for delivery to the City's Project Manager. This report is to include any pertinent information relative to new or changed coverages, companies, amounts or premiums, term of policies, deductibles, and claims history & trends. New rulings by the Insurance Service Office or the Insurance Commissioners may also be included. This report will also include information about the services provided by Agent and issues the City should address during the next contract year. This report shall be filed no later than January 10<sup>th</sup> each year
20. Provide other such services consistent with devising, adopting, administering or revising plans of insurance coverage and risk management for the City.

**B. SPECIAL SERVICES**

1. Self-Insured feasibility study for one line of coverage during the life of this contract is included in the annual fee. Additional self-insured feasibility studies would be provided on a fee-for-service basis. Contractor and City's Project Manager will determine said fee if additional service is needed during the life of the contract.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

Presented by:



Formerly



2701 NW Vaughn St, Suite 340, Portland OR 97210

## FIRM AND TEAM QUALIFICATIONS

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**a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.**

Brown & Brown Northwest is a freestanding, self-sustaining subsidiary of Brown & Brown, Inc. Our office is the combination of two well respected Portland, Oregon brokerages; Fullerton & Company and Beecher Carlson, formerly JBL&K.

JBL&K was established in 1870 under the name Henry Hewitt Insurance Agency, and has been a beacon of knowledge and customer service in the Pacific Northwest.

Effective July 1, 2013, Beecher Carlson joined forces with Brown & Brown, Inc., headquartered in Daytona Beach Florida. Brown & Brown is a national leader in governmental insurance with roughly \$3.2 billion in public sector insurance premiums written. This acquisition brings our clients the best of both worlds....significant national clout and leverage in the public sector insurance industry coupled with local expertise to serve the needs of our customers.

Brown & Brown NW specializes in agent of record services for the public sector in Oregon. Our footprint in the state is significant with Oregon's city's and our relationship with CIS is very strong. Our entire team are experts in navigating the coverage ins and outs of the CIS program.

**b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for municipal/governmental entity services, studies and projects.**

In Oregon, Brown & Brown NW is a recognized leader in the Public Entity community and has a long and consistent history of partnering with Public Entities to deliver improved results. Brown & Brown NW serves over 2,000 Oregon public entities through its representation of public entities that fall into three categories: primary insurance buyers (such as City of Tigard), self-insured entities with SIR's of \$250,000 and above, or public entity pools where we act as reinsurance brokers and consultants.

In Oregon as strictly retail insurance agents, Brown & Brown NW is the leading provider of insurance services to the state's public sector. Our four Oregon offices currently represent **28 Oregon cities** and more than 150 individual entities.

We specialize in serving all sizes of governmental entities, from smaller traditionally insured governments to larger self-insured entities and public entity pools. Our areas of specialization include Property & Casualty, Workers' Compensation, Employee Benefits, Bonds, Risk Management, Claims Advocacy and Loss Prevention.

We serve two Oregon public sector pools for their reinsurance consulting and placement needs; PACE which serves 99% of Oregon's public schools, and SDAO serving the needs of Oregon's Special Districts.

Brown & Brown NW has been active in the following organizations which serve the specific needs of the public sector.

- **Oregon PRIMA:** We have been constant supporters, sponsors and speakers at Oregon PRIMA events for more than 20 years. Ron Cutter and Tim Clarke have been a PRIMA Conference presenter several times.
- **National PRIMA:** We have been sponsors, exhibitors and speakers for national PRIMA, and have been attending national conventions for more than 20 years.
- **Local and National RIMS:** We have been constant supporters, speakers and attendees at local and national RIMS events, focusing on the needs of the public sector within this organization.

**c. Proposers must identify the anticipated members of their firm that will be assigned to meet the City’s needs. Proposers should identify individuals and subcontractors who will provide the services, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.**

Ron Cutter would be the person directly responsible for the day to day property-casualty and workers compensation activities for the City of Tigard. Ron has more than 23 years of insurance experience and maintains a property-casualty agent’s license through Oregon’s Department of Consumer and Business Services. He began working with the Public Sector in 1996 and now focuses nearly 100% of his time on governmental entities. Ron is a graduate of Oregon State University and holds an AIC designation (Associate in Claims) as well as an ARM designation (Associate in Risk Management).

Working closely with Ron will be Tim Clarke. Tim provides the claims and risk services provided by our firm. With Tim’s background in law enforcement, he has become invaluable to our city clients.

Team Member	Role
Ron Cutter	Ron is the Northwest Public Sector Practice Leader and will have the primary responsibility of servicing the needs of City of Tigard from the Portland office.
Tim Clarke	Tim is the Director of Claims and Risk Management. Tim will be responsible for all claims and risk services provided to the City of Tigard.
Christina Walston	Christina will work closely with Ron in providing day-to-day services for the property/liability/auto lines of coverage for the City of Tigard.
Michaelene Thomas	Michaelene will back up Christina to ensure prompt service for the City of Tigard.
Sandy Taylor	Sandy is our Workers Compensation Specialist. She will be responsible for working with Ron in providing all services related to Workers Compensation.

**Ron Cutter, AIC, ARM**

**Title: Sr. Vice President/Northwest Public Sector Practice Leader**

**Location: Portland, Oregon**

Ron began his insurance career in 1990 with Grocers Insurance Group in the claims department. Ron acted as claims adjuster, claims supervisor and claims manager in his role at Grocers Insurance Group. In 1996, Ron moved to the Portland office of AON, a Chicago based national brokerage company, to assist in claims settlement and advocacy on national accounts including Nike, Willamette Industries and several public and private sector large accounts. Ron joined Beecher Carlson in 1999 as claims manager and quickly gravitated to the public sector and his role is to work on strategic customer service issues, coverage issues, claims issues and market supply creation issues. Ron directly services nearly all public sector clients - both large and small. Ron's practice specialty is property and casualty insurance programs/risk management for Oregon's public sector. Currently, Ron directly handles the needs of over 90 public sector clients.

Ron graduated from Oregon State University with a Bachelor of Science in Business and Behavioral Science. He also has the following professional designations: Licensed Agent in Oregon, Washington, Arizona, Colorado and Nevada as well as has his Associate in Claims (AIC) and Associate in Risk Management (ARM). Ron is a past president of the Oregon School Safety Association, current member of the Clackamas Community College Foundation Board and is a frequent speaker at both PRIMA and OASBO conferences.

**Tim Clarke, CPCU, AIC, VP**

**Title: Director of Risk and Claims Services Property/Casualty**

**Location: Portland, OR**

Tim Clarke, CPCU, AIC, Vice President at Brown & Brown NW, has 24 years of insurance, claims and risk management experience including handling large accounts, insurance company claims management, insurance agency claims and risk management and law enforcement. Tim oversees the risk management services for Brown & Brown NW. His team provides training & consulting services to a broad spectrum of clients and helps them to position themselves to successfully manage their risks

A graduate from Portland State University, Tim holds a Bachelor of Science in Business.

**Professional Designations and Licenses**

- Chartered Property and Casualty Underwriter, American Institute Of AICPCU/AII
- Associate degree in Insurance Claims, American Institute Of AICPCU/AII
- Licensed Agent and Consultant in OR
- Licensed Agent in WA, CA & NV

**Christina Walston, CPIW, CIC**

**Title: Sr. Account Manager**

**Location: Portland, OR**

Christina Walston began her insurance career in 1978 with The Insurance Mart, which later became Western States Insurance, in Madras, Oregon. She served as the agency's commercial department manager and account manager for their public entity accounts and larger commercial accounts in the Central Oregon area.

Christina obtained her insurance license in 1980, and received the designations of Certified Professional Insurance Woman (CPIW) in 1985, Certified Insurance Counselor (CIC) in 1996 and is currently working towards the Certified Risk Manager (CRM) designation.

Christina moved to Portland and joined Beecher Carlson in 2012 as part of the public entity team and currently works with the team to provide the day to day property & casualty insurance servicing.

**Michaelene Thomas, CIC, ARM**

**Title: Sr. Account Administrator**

**Location: Portland, OR**

A licensed general agent in Oregon and Washington, Michaelene entered the insurance industry in 1981 and has been licensed since 1990. Her areas of expertise include property, casualty, crime, and management liability.

Michaelene began her insurance career with Ohio Casualty Insurance, in the claims department, and moved into adjusting personal claims. Michaelene then moved to Portland, Oregon and took a position as Claims Supervisor with League General Insurance, part of the Cuna Mutual Group.

In 1990, Michaelene became a licensed agent for Bratrud Middleton Insurance Agency in southwest Washington. There she worked on commercial accounts, including marketing, account placement, and policy servicing.

In 2000, Michaelene received her Certified Insurance Counselor (CIC) designation. Michaelene joined Beecher Carlson in 2005, as a part of the Public Entity team. Michaelene's commercial insurance knowledge and skill has helped shape the Public Entity team's strategy for maintaining an expert level of customer service. She is now the service team lead, monitoring and assisting with day-to-day client servicing and focus.

**Sandy Taylor, CISR, CIC**

**Title: Workers' Compensation Specialist**

**Location: Portland, OR**

Sandy has more than 30 years of experience in providing customer service and project support for business development in the insurance industry. Her main area of expertise is in workers' compensation and she has secondary expertise in property, casualty, crime and management liability.

She began her career as an underwriting assistant at Mission Insurance Company in 1980, where she worked closely with multiple departments, tracking client projects from start to finish. Sandy gained Public Entity, Manufacturers and Construction industry practice.

Sandy began working at Beecher Carlson in 1999 and currently works as a client services liaison. In her role, she assists clients in understanding their insurance policies/coverage and determines their individual service needs. Sandy is responsible for high profile and complex workers' compensation accounts in which she monitors clients' needs as well as manages the insurance program and premium. Sandy is the point of contact for day-to-day workers' compensation needs.

## SERVICE UNDERSTANDING AND APPROACH

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**Proposers should provide the City with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Proposers should demonstrate a general understanding of the needs of a municipality in the State of Oregon from an Insurance Agent of Record and risk management support firm. As part of their service understanding documentation, Proposer's should address their availability to meet the City's needs.**

As in the past, all services identified in the City's RFP under your "Scope of Services" section will be provided as part of our service offerings within the proposed fee. Additionally, an extensive list of our Risk Management, Workers' Compensation and Training services are included in this proposal and are included for our customers within our "Service Plan" business model. Our annual plan will be built based on the information outlined in our Menu of Services.

Our service offerings have been robust and inclusive. The only item relevant to the City that we may charge extra for outside of our fee structure would be GASB 10 compliant actuarial services if the City wanted to move towards a posture of accepting more financial risk. Should the City want to explore self-insurance again, Brown & Brown will pay for one study in one line of coverage over the term of the contract.

Our Current Menu of Risk Management services can be found in the Additional Services section of this proposal.

Our method of providing services is centered around our Service Plan. Our respective teams would get together and customize a service plan specifically for the City of Tigard. The Service Plan we have in place for the City is attached in the appendix of this proposal along with our other report examples.

Brown & Brown NW seeks to be more than just a vendor to the City of Tigard. Our desire is to weave into the fabric of the City, interacting with City staff, Council and Committees alike. We regularly attend and participate in Council meetings as well as Committee meetings for our Public Sector clientele.

At the end of the year, the City is provided with a Stewardship report itemizing the accomplishments and tasks completed by your Brown & Brown NW team.

As the leading provider of Agent of Record services to public entities in the state, we understand that municipalities are pushed and pulled in many different directions. Risks are significant (police, for example) and many times, risk "avoidance" is not possible. As such, we understand that assisting our city clientele in minimizing risk is vital. We do this through frequent meetings (historically, we have met with the City of Tigard at least quarterly) to have a firm understanding your needs and which of our broad list of risk service offerings (as demonstrated in the "Additional Services" section of this proposal) to build out our Service Plan.

## FEE EVALUATION

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**The proposed fee structure should include the complete breakout for the firm’s costs to provide all of the services under the subsequent contract.**

All the services proposed in this document are contemplated in the following fee structure. The only item outside our fee would be any actuarial consulting with regard to the feasibility of self-insurance in the future (should the City decide to consider that again).

CIS pays “commissions” to agents in the amount of 10% for property liability lines of coverage and 5% for work comp for the CIS members that choose to compensate their agents in this manner. Brown & Brown NW has historically been compensated on a flat fee with the City of Tigard rather than commission, providing a significant discount over standard commission rates. If Brown & Brown NW were compensated by commission, our income would be as follows:

Property Casualty	\$39,158 (10% of property/liability premiums)
Workers Comp	\$14,293 (5% of work comp premiums)
<b>Total</b>	<b>\$53,451</b>

Based on our long standing history with the City of Tigard, we are able to discount the above by over 30% and propose a flat fee of **\$36,800 annually**. We are also proposing a 3% annual escalation of our proposed fee for future years. Included in our fee is one self-insured feasibility study for one line of coverage over the life of the contract.

Our fee proposals have never been the cheapest when compared to or competitors and likely never will be. However we believe when you evaluate our fees as a component of the overall cost of risk for the City of Tigard, we actually are the least costly alternative. This is because we are better equipped to impact and reduce the City’s cost of risk than any other agency.



## ADDITIONAL SERVICES

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**Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an “as needed” basis, to be provided and billed for separately.**

The services listed in this section come at no additional cost to the City of Tigard.

As a result of our strong and close relationship with CIS, we helped them craft the “Services Provided by Agents” that appears on their website. These services include:

### Services Provided by Agents for Public Entities

1. Renewal:
  - a. Complete application forms in consultation with entity including revisions and corrects of schedule information.
  - b. Review total current operations with entity to be sure proper coverages are in place.
  - c. Review for possible alternative limits and coverages, increased limits, or deductible options.
  - d. Obtain alternative quotes as directed by entity.
  - e. Review and compare renewal quotation figures, coverages, and options with entity.
  - f. Confirm renewal with entity and CIS, make sure evidences of coverage are provided as needed pending receipt of CIS issued materials.
  - g. Prepare breakdown of premiums by department for entity.
  - h. Review renewal policy for completeness and accuracy, deliver and review any changes over prior year’s program with entity.
2. Claims:
  - a. Prepare loss reports using and forward to Pinnacle.
  - b. Monitor claim’s status with adjuster and entity.
  - c. Provide other assistance as appropriate, i.e. meet with adjuster, provide photos or other loss detail, co-ordinate services from contractors, etc. with entity.
3. Loss Prevention / Control:
  - a. Meet with CIS loss control staff either during or after inspections of entity facilities.
  - b. Assist as possible with follow-up including actions required and response to CIS loss control.
  - c. Encourage and facilitate use of CIS resource material and staff by entity for training and loss prevention/control services.
  - d. Provide periodic evaluation of entities loss patterns and trends and, if appropriate, suggest loss control or prevention activities.

**4. Miscellaneous Functions:**

- a.** Notify CIS of changes and provide entity with current schedules reflecting those changes.
- b.** Issue certificates of insurance and other verifications of coverage as necessary.
- c.** Review property appraisals for accuracy and work with CIS to modify as needed.
- d.** Assist entity with accounting and billing issues.
- e.** Coordinate and place any needed coverages not provided or not available in present program.
- f.** Assist with specific risk management and coverage issues such as those dealing with festivals and special events.
- g.** Maintain history of coverages, losses, schedules, changes, inspections and other relevant documents involving agency, covering entity's most recent seven years.

Our firm does all of the above....and more.

Sometimes, it's the basic services that get overlooked in our industry. As such, we have minimum standards for the day to day activities involved in agent of record services. Keep in mind these are "minimum" standards. In most cases, we are beating these service standards by a significant margin. They are as follows:

Task	Minimum Service Standard
Return client phone calls	Within 4 hours
Prepare certificate or evidence of insurance	Within 24 hours - Same day if requested by Noon
Answer client written response	Within 48 hours
Provide a formal written service plan and timeline	Within one month of assignment
Conduct renewal strategy meeting with client	4 months prior to expiration
Request updated renewal information	4 months prior to expiration
Receive updated renewal information from client	3 months prior to expiration
Send draft of underwriting submission to client	80 days prior to expiration
Send renewal submission to markets	75 days prior to expiration
Coordinate underwriter meetings with insured	As required
Insurance quotes due	45 days prior to expiration
Present renewal results to client	30 days prior to expiration
Bind coverage, issue certificates, auto ID cards, placemats (structure diagram + policy summary)	10 days prior to expiration
Prepare premium allocation breakouts for client	Within 7 days of binding coverage
Invoice client	Within 7 days of the effective date

Task	Minimum Service Standard
Assist client with annual budget	As required by client
Prepare Brown & Brown NW service fee letter	Within 15 days before/after renewal
Review Insurer Program and TPA Agreements	Within 30 days upon receipt
Review policies and non-premium endorsements	Within 30 days of receipt
Deliver policies to client	Within 60 days of renewal
Review and invoice annual audits	Within 10 days of receipt
Review and invoice premium endorsements	Within 10 days of receipt
Prepare and present stewardship report	Annually

Some of our service guarantees include:

24/7 Availability	Benchmark Studies
Open Items Action Schedule	Certificate Issuance
Stewardship Reports	Renewal Calendar
Ongoing Renewal Cycle	Service Standards
Market Security Reports	Peer Reviews

With our team concept, we are able to provide excellent service on the day to day items. In addition, we bring high level risk management consultative services to the City (at no additional cost). Brown & Brown NW has a team of 6 individuals that do nothing but provide claim and risk management consultative services. We are able to work all necessary risk management services into the City's customized service plan at whatever level you desire.

Our Risk Management Services are also quite robust. Please see the following services that are provided by our staff, to complement those provided by CIS. All the services below are offered at no additional cost to the City of Tigard.

## **Risk Management Services**

### **Program Administration**

- Rate projections and forecasting
- Premium and loss allocation by department
- Actuarial services
- Annual reports, council presentations, and objective setting

### **Risk Management Programs**

- Development of risk management manuals and disaster plans
- Analysis of your corporate structure
- Development of your corporate mission statement

### **Insurance Consultation**

- Aggressive marketing of your insurance program to all available carriers
- Specification development
- Service expectation (scope of work) development
- Timeline development and coordination
- Development of new and specialty markets
- Full marketing disclosure
- Detailed coverage analysis
- Audit dispute resolution
- Classification code review
- Recommendations and service plan development and implementation
- Expanded supply of coverages
- Flat fee arrangements for compensation

### **Contractual Risk Management**

- Boilerplate insurance wording
- Tailored construction wording
- Indemnity clause consulting
- Certificate checklist

### **Volunteer Risk Management**

- Policy statement design
- Volunteer coordinator training and risk identification program
- Volunteer risk identification program
- Creative insurance options

### Loss Prevention Services

- Client self-inspection checklists
- Emergency evacuation plans and Fleet safety programs
- Premises liability safety surveys
- Advanced property protection
- School-to-work risk management programs
- Negotiating optimum loss control services with insurance companies

### Claims Cost Containment

- On-staff client claims advocates
- Quarterly claims reviews to lower reserves
- Employer at Injury Program requirements and Early Return to Work programs
- Preferred provider relationships
- Catastrophic claims management
- Pre-loss legal services

### Resources

- Internet research and PRIMA database

### Other Risk Services

- Property and machinery risk engineering
- Transportation solutions
- Legal services

### Workers' Compensation Services

#### Program Design

- Analyze current program, recommend appropriate changes to meet goals & objectives
- Evaluate funding and payment alternatives
- Present varied options and concepts for consideration
- Work with selected carrier to implement loss control and claims service plans
- Ensure that communication expectations are established

#### Program Services

- Coordinate claims reviews with insurance carrier
- Maintain and monitor cost effective program
- Project experience rating modifications
- Analyze \$1,800 deductible program
- Project loss sensitive evaluations
- Conduct unit statistical claims reviews
- Evaluate premium audits for accuracy
- Negotiate competitive renewals
- Present claims reports

### Day-to-Day Services

- Prepare bulletins on topics of interest to employers
- Assist in resolving claim disputes
- Consult on classification codes
- Communicate claims status
- Manage the insurer in areas of cost control, timely service, claim issues
- Issue certificates

### Training Programs

- Workers compensation issue training
- Quarterly seminars on timely HR issues
- Ergonomics workshops
- OSHA compliance training
- Safety committee training
- Training on proper accident investigation, claims reporting, and incentive program development

### Other Risk Services

- Industrial hygiene and environmental health
- Hazardous materials handling, hazard communication, emergency response and environmental protection
- Workplace safety & health written programs and training
- Risk management resource and video library

### Training Seminars and Topics

These training seminars are available to customers upon request. Additional topics may also be available upon request.

- Accident Investigations- Overview of accident investigation and importance of this process to your entity (This is aimed at those staff members on the front line of incidents.)
- Anthrax Overview- Overview of Anthrax, outbreak history and treatment
- Appropriate Physical Contact for Bus Drivers or Teachers- Group work on cases studies and how to handle them
- Asbestos Awareness- General understanding of Asbestos, main types, health risks, products, risks to health and awareness
- Bloodborne Pathogens- General overview of standards, compliance, needle sticks, OSHA, controls, exposures, work practices & recordkeeping
- Bomb Threat Response- Overview of what to do and what to look for when a bomb threat takes place
- Chemical Hazards- Attributes of a good Hazcom program
- Defensive Driving- Basic defensive driving course designed for all drivers
- Emergency Planning- Basic steps to take before an emergency & overview of making your plan
- Globally Harmonized System (GHS) – (SDS) Overview of GHS and the timeline for implementation
- Hazard Communication- Communicating and training employees on your Hazcom program

- Indoor Air Quality- Understanding IAQ, health effects, causation agents, sources, controls, & legislation
- Intro to OSHA- Overview of what OSHA does and how they help you
- Lockout – Tag out- Introduction to the lockout – tag out program
- Machine Guarding- Why guard your equipment, methods, & the law
- Managing Your Claims Process- The claims process, how it affects you, and how you can control it
- Office Safety- Overview of office risks, lighting, electrical safeguards, evacuation process & safety
- Safety & Health Programs- Overview of safety and your workplace
- Safety Committees- What a good safety committee should know and do
- Spill Cleanup- Basic steps when a spill takes place
- Safety Orientation- Overview of why it is important to start new employees on their first day on safety
- Slip & Falls- Overview of risks, maintenance, reporting and training staff
- Stress and Stretching- Interactive training designed to show staff how to reduce stress and prepare for work, so they feel better
- Supervisors Role- Class 1- Overview of supervisor’s role in safety and training
- Supervision and Your Safety Program- Class 2 – Teaching Super. To be more interactive without creating a new role
- The Role of a Safety Committee and its Members- Overview of the safety committee and what their true role is
- Taking customer accident reports (What not to do) - Basic training on customer service and dealing with injured people
- Walking & Working Surfaces- General training on trip/fall hazards, fall protection, ladder safety and more
- Welding - Overview for welders and staff and damagers and safety
- Workers’ Compensation 101- Understanding the work comp process and how you can make it work for you and your employees.

## ADDITIONAL INFORMATION

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**Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.**

Services that we have had, and will continue to provide the City of Tigard are as follows:

- **Writing of the Annual Report** – the 2014 version of this report is attached to this proposal
- **Predictive Modeling** – Brown & Brown has the ability to take the City's property information (building values, type of construction, location of structures, type of soil, etc.) and determine the probable maximum loss in the event of an earthquake. The most recent analysis of 2013 is attached to this proposal. The City has used this in determining the appropriate amount of earthquake coverage to procure.
- **Benchmarking** – Brown & Brown provides a benchmarking analysis to the City every other year. Attached is the most recent benchmarking report for the City of Tigard, dated 2013.
- **Market Access** – Brown & Brown has access to virtually every insurance market that will insure governmental entities. Included in that is access to the PEPPI program. PEPPI (Public Entity Property Insurance Program) is the largest single insurance placement in the world, with total insurable values of over \$325 billion and 7,000 members. Even though the City of Tigard is currently not a member of PEPPI, having an insurance agent of record with access to such a program is beneficial. Brown & Brown is the only agent of record with access to PEPPI.
- **Deductible/Retention Analysis** – Brown & Brown routinely evaluates various deductible/retentions to make sure the City's program is structured appropriately. Recently, we evaluated the City's current program compared to a \$25,000 deductible, \$50,000 deductible, \$50,000 aggregate deductible and a retrospective rated liability program offered by CIS. Our analysis is attached. Our analysis concluded that the City's current program is the most cost effective.

**EXHIBIT C**  
**CONSULTANT'S BROKER SERVICES AGREEMENT**

**BROKER SERVICES AGREEMENT**

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective July 1, 2014 (the "Effective Date"), is made by and between **CITY OF TIGARD** ("City"), and the Portland office of **BROWN & BROWN OF OREGON, INC. D/B/A BROWN & BROWN NORTHWEST** ("Broker").

**Background**

City wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation from the City to the Broker, Broker is providing services to the City as an insurance broker. However, Broker, or its parent company, Brown & Brown, Inc., and related or affiliated companies, may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. City acknowledges and expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the following lines of insurance (collectively referred to as "Lines of Insurance"): as set forth in the attached Schedule A item h.

**Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated above.**

4. **City Responsibilities.** In consideration of the Services provided by Broker, City agrees as follows:

(a) City shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations in this Agreement.

(b) City shall timely produce complete and accurate information including, but not limited to,

current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. City further agrees to provide Broker with notice of any material changes in City's business operations, risk exposures or in any other material information provided under this Agreement. In addition, City shall confirm the accuracy and recommend any changes to insurance policies issued to City.

(c) City shall timely pay all premiums and fees.

(d) City shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event City intends to allow competing agents or brokers to solicit or market insurance.

5. **Compensation.** In consideration of the Services, Company shall compensate Broker through a "Broker Services Fee" in the amount of ONE HUNDRED NINETY FIVE THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND 00/100 (\$195,376.00). The Broker Services Fee shall be fully earned and payable annually as follows (the "Broker Services Fee"): July 1, 2014 - \$36,800.00; July 1, 2015 - \$37,904.00; July 1, 2016 - \$39,041.00; July 1, 2017 - \$40,212.00; and July 1, 2018 - \$41,418.00. The first payment of Broker Services Fee shall be payable upon City's execution and delivery of this Agreement. With regard to the Broker Services Fee, City and Broker acknowledge and agree as follows:

(a) In the event that Broker receives commission payments in connection with the placement and procurement of the Lines of Insurance for City, the amount of such payments will be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-

specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to City.

(b) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of City's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a company owned by Brown & Brown Inc., the parent company of Broker. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to City.

(c) If City chooses to finance its premiums, Broker may assist City in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to City.

(d) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the City from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to City.

(e) Compensation for the Services specified under this Agreement are exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by City upon request. Upon City's written request, Broker agrees to furnish

to City certain information relating to Broker's receipt of such contingencies or allowances, if any.

(f) City acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and City agree to hold in confidence Confidential Information (defined below). City acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all information (and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge other than as a result of a disclosure by receiving party, (ii) are now in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or City become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

## 7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason

whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, City may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Oregon is not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) City's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) City's participation in any fraud; or (iii) City's material failure to properly perform its duties and responsibilities hereunder because of City's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) If this Agreement is terminated by the City pursuant to Section 6(a) or 6(b) prior to the expiration of the term, then Broker will refund to the City the unearned portion of the Broker Services Fee on a pro-rata basis through the effective date of termination.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to City:

City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223  
Attn: Loreen Mills  
Email: [loreen@tigard-or.gov](mailto:loreen@tigard-or.gov)

If to Broker:

Brown & Brown of Oregon, Inc.  
220 NW 2<sup>nd</sup> Ave., Ste. 800  
Portland, OR 97209  
Attn: Jessica Getman  
Email: [jgetman@bbnw.com](mailto:jgetman@bbnw.com)

With a copy to:

Brown & Brown, Inc.  
655 N. Franklin St., Ste. 1900  
Tampa, FL 33602  
Attn: Carrie R. Brown, Corporate Counsel  
Email: [cbrown@bbinslegal.com](mailto:cbrown@bbinslegal.com)

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Oregon Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Multnomah County, Oregon.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and

supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated

subsequent to the date of this Agreement and signed on behalf of City and Broker by their respective duly authorized representatives.

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

**CITY:**

**CITY OF TIGARD,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BROKER:**

**BROWN & BROWN OF OREGON, INC.  
D/B/A BROWN & BROWN NORTHWEST,  
an Oregon corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

**BROKER SERVICES**

- a. Evaluate City's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with City to review City's risk management program.
- b. Review and analyze City's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve City's insurance program.
- c. Analyze current insurance market conditions and advise City of significant implications for City's insurance program.
- d. Facilitate, market and procure quotations from carriers, review and analyze quotations and provide proposals for review by City.
- e. Secure and bind all coverages accepted by City.
- f. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.
- g. Analyze past and current claim and loss history information and advise City of significant implications for City's insurance program.
- h. Fee shall be in consideration for the following insurance placements:

**Property and Casualty Insurance Program**

- |  |   |
|--|---|
| <input type="checkbox"/> Aviation                                      | <input checked="" type="checkbox"/> Inland Marine             |
| <input checked="" type="checkbox"/> Boiler & Machinery                 | <input type="checkbox"/> International/Foreign                |
| <input type="checkbox"/> Builders Risk/Course of Construction          | <input checked="" type="checkbox"/> Liquor Liability          |
| <input checked="" type="checkbox"/> Commercial Auto/Trucking/Garage    | <input type="checkbox"/> Ocean Marine                         |
| <input checked="" type="checkbox"/> Commercial Property                | <input checked="" type="checkbox"/> Pollution Liability       |
| <input checked="" type="checkbox"/> Crime                              | <input checked="" type="checkbox"/> Professional Liability    |
| <input checked="" type="checkbox"/> Directors & Officers Liability     | <input type="checkbox"/> Special Events                       |
| <input checked="" type="checkbox"/> Earthquake/DIC                     | <input type="checkbox"/> Surety/Bond                          |
| <input checked="" type="checkbox"/> Employment Practices Liability     | <input checked="" type="checkbox"/> Umbrella/Excess Liability |
| <input type="checkbox"/> Fiduciary Liability                           | <input type="checkbox"/> Watercraft                           |
| <input checked="" type="checkbox"/> Flood (Other than NFIP Placements) | <input checked="" type="checkbox"/> Workers Compensation      |
| <input type="checkbox"/> Foreign/International                         | <input type="checkbox"/> Excess Workers Compensation          |
| <input checked="" type="checkbox"/> General Liability                  | <input type="checkbox"/> Wrap Ups/Special Projects            |
| <input type="checkbox"/> Hull/Protection & Indemnity                   | <input type="checkbox"/> Other                                |