



City of Tigard

## Tigard Business Meeting – Agenda

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

**MEETING DATE AND TIME:** March 25, 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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**MEETING LOCATION:** City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

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

- **STUDY SESSION**

- A. BRIEFING ON A JOINDER AGREEMENT REGARDING TIGARD'S PARTICIPATION IN THE TVWD/HILLSBORO WILLAMETTE RIVER WATER SUPPLY PROGRAM
- B. RECEIVE UPDATE ON 116TH PLACE PARKING ISSUE

7:30 PM

1. BUSINESS MEETING
  - A. Call to Order
  - B. Roll Call
  - C. Pledge of Allegiance
  - D. Council Communications & Liaison Reports
  - E. Call to Council and Staff for Non-Agenda Items
2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
  - A. Follow-up to Previous Citizen Communication
  - B. Tigard Area Chamber of Commerce
  - C. Citizen Communication – Sign Up Sheet

3. ARBOR MONTH PROCLAMATION
4. EARTHQUAKE AND TSUNAMI AWARENESS MONTH PROCLAMATION
5. 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:
  - A. Approve City Council Minutes for:
    - January 21, 2014
    - January 28, 2014
    - February 11, 2014
- *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.*
6. CONSIDER A RESOLUTION GRANTING EXEMPTION FROM PROPERTY TAXES UNDER TMC 3.50 FOR FIVE NON-PROFIT LOW INCOME HOUSING PROJECTS
7. LOCAL CONTRACT REVIEW BOARD: APPROVE ENTERPRISE LICENSE AGREEMENT WITH ESRI FOR CITY'S GIS (GEOGRAPHIC INFORMATION SYSTEM)
8. BRIEFING ON A COOPERATIVE IMPROVEMENT AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION FOR A NEW STREETLIGHT AT THE 99W/DURHAM ROAD INTERSECTION
9. BRIEFING ON AN AGREEMENT WITH ODOT TO INCLUDE WATER LINE REPLACEMENT IN THE MAIN STREET GREEN STREET PROJECT
10. COUNCIL LIAISON REPORTS
11. NON AGENDA ITEMS
12. 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.
13. ADJOURNMENT

**AIS-1514**

**A.**

**Business Meeting**

**Meeting Date:** 03/25/2014

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

**Agenda Title:** Briefing on a Joinder Agreement Regarding Tigard's Participation in the TVWD/Hillsboro Willamette River Water Supply Program

**Prepared For:** Brian Rager

**Submitted By:** John Goodrich, Public Works

**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**

The council will be briefed on a joinder agreement regarding Tigard's participation in Tualatin Valley Water District's (TVWD's) and City of Hillsboro's Willamette Water Supply Program.

**STAFF RECOMMENDATION / ACTION REQUEST**

No action is requested; the council will be asked to formally consider the joinder agreement at an upcoming meeting.

**KEY FACTS AND INFORMATION SUMMARY**

**Background**

- City of Tigard is a member of the Willamette River Water Coalition (WRWC) along with three other agencies—the Cities of Tualatin and Sherwood, and the TVWD.
- The WRWC has approximately 130 million gallons per day (mgd) in water rights on the Willamette River.
- Via the WRWC, 25 mgd of these water rights are allocated to Tigard.
- Tigard is currently investigating several Willamette River supply options in the context of its long-term water source planning.

## **TVWD/Hillsboro Supply Agreement**

The TVWD and City of Hillsboro entered into an agreement entitled *An Intergovernmental Agreement Between the City of Hillsboro and Tualatin Valley Water District Regarding Predesign, Design, Public Affairs and Public Outreach in Furtherance of the Willamette Water Supply Program* (attached). This agreement is informally called the "supply agreement" and outlines TVWD's and Hillsboro's responsibilities to design and develop Willamette River supply facilities.

## **Joinder Agreement**

At its July 16, 2013, workshop meeting, the council elected to participate in the preliminary design of the TVWD/Hillsboro Willamette Water Supply Program and limited Tigard's financial contribution to \$100,000. To formalize Tigard's participation, the city must become a party to the Supply Agreement by executing the attached *Joinder and Amendment Agreement*. The following is a summary of the terms in the joinder agreement:

- Tigard contributes \$100,000 to fund a limited portion of the preliminary routing and design work associated with the Willamette Water Supply Program. The \$100,000 is—in a sense—a placeholder to incorporate 5 million gallons per day (mgd) in the design for Tigard. However, this placeholder does not guarantee any actual capacity in the program.
- Tigard will participate in technical advisory committees, have access to the program Sharepoint website, receive technical memoranda prepared by the parties and consultants, preliminary design cost estimates and the HDR Preliminary Design Report.
- Payment of the \$100,000 contribution is due within 30 days of executing the joinder agreement.
- If Tigard wishes to obtain guaranteed capacity in the 124th Avenue pipeline, it would require payment of its proportional cost of program design (totaling \$4.1 million) and construction of the 124th Avenue pipeline (total estimated cost between \$20 and \$30 million). Tigard's cost share (approximately 5.5 percent) of design and pipeline construction amounts to a payment of \$1.3 to \$1.9 million. This payment will likely be due in the next few years. Tigard would be assessed a similar cost share on other program projects, (such as the treatment plant, transmission lines and storage), as these projects are constructed over the next 12 years.

The cities of Beaverton and Tualatin are also expected to execute joinder agreements and participate in the program.

The city attorney's office has reviewed the supply and the joinder agreements.

## **OTHER ALTERNATIVES**

Council could:

- Elect not to authorize execution of the joinder agreement; this would effectively eliminate Tigard's participation in the Program.
- Propose changes in the terms of the joinder agreement and direct staff to attempt to re-negotiate that agreement.

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

*Develop Willamette River Water Sources*

- *Continue to consider other sources: Sherwood, TVWD (studies)*
- *Develop "roadmap" for Tigard's future water decisions through 2026*

**DATES OF PREVIOUS CONSIDERATION**

At its July 16, 2013, workshop meeting, the council discussed and elected to participate in the preliminary design of the TVWD/Hillsboro Willamette Water Supply Program; the council limited Tigard's financial contribution to \$100,000.

On October 22, 2013, the council adopted the fiscal year 2014 First Quarter Supplemental Budget via Resolution No. 13-44. The supplemental budget included the allocation of \$100,000 from the water fund to participate in the preliminary design of the TVWD/Hillsboro Willamette Water Supply Program.

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**Fiscal Impact**

**Cost:** \$100,000  
**Budgeted (yes or no):** Yes  
**Where Budgeted (department/program):** Water Fund

**Additional Fiscal Notes:**

On October 22, 2013, the council adopted the fiscal year 2014 First Quarter Supplemental Budget via Resolution No. 13-44. The supplemental budget included the allocation of \$100,000 from the water fund to participate in the preliminary design of the TVWD/Hillsboro Willamette Water Supply Program.

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**Attachments**

Joinder and Amendment Agreement  
Exhibit 1 TVWD/Hillsboro Supply Agreement  
HDR Preliminary Design Agreement

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## JOINDER AND AMENDMENT AGREEMENT

This Joinder and Amendment Agreement (Joinder Agreement) is entered into by and between the City of Hillsboro, an Oregon municipal corporation, (Hillsboro); the Tualatin Valley Water District, a domestic water supply district organized pursuant to Chapter 264 (TVWD) and the City of Tigard, an Oregon municipal corporation (hereinafter “Tigard”), each a “Party” and collectively the “Parties”.

### RECITALS

In August, 2013, Hillsboro and TVWD entered into an Intergovernmental Agreement regarding Predesign, Design, Public Affairs And Public Outreach In Furtherance Of The Willamette Water Supply Program (“Supply Agreement”).

The Supply Agreement is comprehensive in all aspects to accomplish tasks to achieve preliminary design of the Willamette Water Supply Program and final design of the SW 124<sup>th</sup> Avenue Pipeline Project.

As part of implementation of the Supply Agreement, TVWD entered into a professional services agreement with HDR Engineering, Inc. dated September 24, 2013 entitled Design Support Services on the Willamette Water Supply System Preliminary Design. (HDR Preliminary Design Agreement)

Tigard desires to join in the Supply Agreement with respect to the preliminary routing and design portion of the work that is described in the Supply Agreement and the HDR Preliminary Design Agreement. Hillsboro and TVWD are willing to allow Tigard to participate on that limited basis. It is also anticipated that the City of Beaverton and the City of Tualatin may execute a similar Joinder and Amendment Agreement with Hillsboro and TVWD.

For these reasons, Hillsboro, TVWD and Tigard wish to amend the Supply Agreement, and being fully advised, now therefore the Parties agree as follows:

**1. Covenant of Tigard.** In consideration of Hillsboro and TVWD’s consent to Tigard becoming a Party to the Supply Agreement and the Cost Share Participation described below, Tigard agrees to be bound by all terms and conditions of the Supply Agreement and this Joinder Agreement and all Parties agree that the Supply Agreement shall be amended as provided herein.

**2. Cost Share Participation.** Tigard has elected a minimum cost share participation of \$100,000 in the Project Components related to preliminary routing and design generally described in Sections 3.1.3, 3.1.4 and 3.1.5 of the Supply Agreement as shown on Ex. 1, attached hereto and incorporated by reference and more specifically set forth in the HDR Preliminary Design Agreement. Participation at this level will provide a preliminary design capacity that incorporates five (5) million gallons per day (mgd) placeholder for design purposes but does not guarantee any capacity in the Program defined in the Supply Agreement. Tigard may participate in technical advisory committees, have access to the Program Sharepoint website, receive technical memoranda prepared by the Parties and consultants, preliminary design cost estimates

and the HDR Preliminary Design Report. Payment is due to TVWD within 30 days of execution of this Joinder Agreement.

**3. Obtaining Guaranteed Capacity.** All Parties agree that the allocation of cost share and capacity under the Supply Agreement is set forth in Section 4.1 of the Supply Agreement. To obtain guaranteed capacity or guaranteed increased capacity in the Program prior to construction, Tigard will be required to reimburse Hillsboro and TVWD for the proportionate actual design cost share consistent with the cost share allocations for final Program capacities, under all tasks in Section 3 of the Supply Agreement, excluding prior costs incurred under Sections 3.1.1 and 3.1.2 related to public outreach and public affairs, and any additional terms as mutually agreed upon to achieve true up for actual costs incurred. Payments shall be made by Tigard prior to final design and construction to obtain the guaranteed capacity. Failure to make such payment shall result in forfeiture of guaranteed capacity.

**4. Amendment of Supply Agreement.**

A. All Parties agree that Section 4.1 of the Supply Agreement is amended to read:

“4.1 Cost Share. Cost share is the percentage of Program cost allocated to a party as determined by this Agreement, a task order or addenda, or as modified by execution of a written amendment by the Parties. The Program is intended to have an actual peak design capacity of 91.2 million gallons per day (mgd). A Party’s election of planned capacity share in the Program or the S.W. 124<sup>th</sup> Avenue Pipeline Project will determine that Party’s share of the costs to complete the Scope of Work identified in this Agreement. Until amended, Hillsboro shall have a cost share and capacity share interest of 36.2 mgd of the 91.2 mgd (36.2/91.2) and TVWD will have a cost share and capacity share interest of 55 mgd of the 91.2 mgd (55.0/91.2). The percentage calculation is 39.69% for Hillsboro and 60.31% for TVWD. No other party shall have any interest therein unless mutually agreed upon by amendment to this Agreement and by execution of a Joinder Agreement. A form of Joinder Agreement is attached as Ex. B.”

B. All Parties agree that Section 7.7 of the Supply Agreement is amended by adding the following to the existing text:

If to Tigard: City of Tigard  
Dennis Koellermeier  
13125 SW Hall Blvd.  
Tigard, OR 97223

**5. Existing Agreement.** In all respects, and except as specifically modified by this Joinder Agreement, all terms and conditions of the Supply Agreement are in full force and effect.

**6. Joinder by Other Entities.** Tigard agrees that execution of a Joinder Agreement by Hillsboro, TVWD and Cities of Beaverton and Tualatin may occur without necessity of future action or consent by Tigard. Joinder by any other entity not named will require consent of all Parties as provided under the Supply Agreement.

7. **Effective Date.** This Joinder Agreement shall become effective on the last date signed below and shall remain in effect under the terms of the Supply Agreement.

8. **Counterparts.** This Joinder Agreement may be signed in counter-part and each part shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the date opposite their signatures.

**CITY OF HILLSBORO**  
an Oregon Municipal Corporation

**CITY OF TIGARD**  
an Oregon Municipal Corporation

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

Attest: \_\_\_\_\_  
City Recorder

Approved as to form

Approved as to form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**TUALATIN VALLEY WATER DISTRICT**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

Approved as to form

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

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HILLSBORO AND TUALATIN VALLEY WATER DISTRICT REGARDING PREDESIGN, DESIGN, PUBLIC AFFAIRS AND PUBLIC OUTREACH IN FURTHERANCE OF THE WILLAMETTE WATER SUPPLY PROGRAM

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of Sept., 2013, between the City of Hillsboro, Oregon, a municipal corporation of the State of Oregon, ("Hillsboro"), and the Tualatin Valley Water District, a domestic water supply district of the State of Oregon ("TVWD").

RECITALS

The parties agree upon the following recitals:

A. WHEREAS, it is critical to plan and implement long-term water supply needs for public health, safety and welfare and to enable the continued economic viability of Washington County; and

B. WHEREAS, TVWD and Hillsboro have selected the Willamette River as their preferred option to meet long-term water supply needs; and

C. WHEREAS, TVWD, the City of Sherwood, the City of Tualatin and the City of Tigard are members of the Willamette River Water Coalition (WRWC) and through WRWC, each has pursued use of the Willamette River as a water source under Water Permit No. 49240; and Tigard and Tualatin may wish to participate in the further development of the Willamette Water Supply Program and

D. WHEREAS, Washington County (County) has begun its process to acquire right of way, permits, design and construct an extension of its road system known as the S.W. 124<sup>th</sup> Avenue Project (Road Project) that will connect S.W. Tualatin Sherwood Road with S.W. Grahams Ferry Road. The County has offered to allow TVWD and Hillsboro to locate water facilities within the County right of way as part of the Road Project through an Intergovernmental Agreement to be negotiated and executed in the future ("the 124<sup>th</sup> Avenue Pipeline Project"). To qualify for inclusion in the Road Project, design plans and specifications must be provided to the County by January, 2014. Initial cost estimates have shown that construction of the SW 124<sup>th</sup> Avenue Pipeline Project in coordination with the Road Project could result in savings to TVWD and Hillsboro of about \$30 million to \$75 million as compared to not participating in the Road Project at this time; and

E. WHEREAS, Hillsboro and TVWD desire to construct water supply facilities to

supply and distribute water from the Willamette River Water Treatment Plant ("WRWTP") located in Wilsonville, Oregon, to their respective service areas. These water supply facilities collectively will be referred to herein as the "Willamette Water Supply Program" or "Program". This Agreement provides for the Parties to share the cost of the following elements of the Program identified more fully in Section 3, Scope of Work, to facilitate the planned development of the facilities needed to serve the Parties: design of the initial segment of the pipeline identified as the SW 124<sup>th</sup> Avenue Pipeline Project; public outreach; public affairs and intergovernmental coordination; right of way and property acquisition services, surveying, geotechnical and environmental studies; preliminary design of the entire water supply system, permitting and final design of a large-diameter pipe segment along and under the general route as it is finally determined on Exhibit A, attached hereto and incorporated by reference, which alignment is subject to modification when final road alignment is determined by the County; and

F. WHEREAS, the SW 124<sup>th</sup> Avenue Pipeline Project will be part of the overall Willamette Water Supply Program, and as such Hillsboro and TVWD wish to construct the SW 124<sup>th</sup> Avenue Pipeline Project as part of the Road Project. The SW 124<sup>th</sup> Avenue Pipeline Project would consist of a large diameter pipeline (approximately 72-inch diameter) within the 124<sup>th</sup> Street roadway as determined by the County between S.W. Tualatin Sherwood Road and S.W. Grahams Ferry Road and as depicted on Ex. A, subject to modification when final alignment is determined by the County; and

G. WHEREAS, the parties desire to share the cost of defined elements of the work necessary to plan and construct the Program and the SW 124<sup>th</sup> Avenue Pipeline Project described in this Agreement, task order or addenda to be attached hereto and incorporated herein in the future; and

H. WHEREAS, the parties not only desire to enter into this Agreement for the purpose of supplying water to their current and future water system users but also potentially to other municipal water providers.; and

I. WHEREAS, it is recognized by the parties that it is necessary to enter into this intergovernmental cooperative agreement through ORS Chapter 190 and the parties have the authority to enter into this Agreement pursuant to their applicable charter, principal acts, and Oregon Revised Statutes Sections 190.003 through 190.030; and

J. WHEREAS, the Parties desire to enter into this Agreement and recognize that future separate Agreements will be negotiated regarding design, construction, operation and governance of those Willamette Water Supply Program facilities; and being fully advised,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. INCORPORATION OF RECITALS

The Recitals above are hereby made part of this Agreement.

2. TERM

This Agreement shall continue in effect until the scope of work is completed and all costs pertaining thereto have been apportioned to the Parties, and payment therefore has been made, unless otherwise agreed to in writing by the Parties.

3. SCOPE OF WORK

3.1 Project. The scope of the Willamette Water Supply Program (Program) is generally described to include a water treatment plant in Wilsonville, a large-diameter (approximately 72-inch) water transmission pipeline from Wilsonville to the TVWD and Hillsboro water distribution systems, and terminal storage. This Agreement addresses only limited work (Project) in furtherance of the Program. The Parties agree that the Scope of Work of the Project under this Agreement is:

3.1.1 Public Outreach to those interested persons or communities who may be impacted by the Program.

3.1.2 Public Affairs and Intergovernmental Coordination with Federal, State and local governments and agencies who may be impacted or have an interest in the Program or the SW 124<sup>th</sup> Pipeline Project or otherwise have a permitting or regulatory role.

3.1.3 Identification of property ownership, areas of need, development of negotiation and acquisition strategies and services in support of acquisition of right of way or property ownership for the Program.

3.1.4 The conduct of surveys, geotechnical investigations and all other studies necessary to determine routing of the pipeline and other Program matters.

3.1.5 The completion of a Preliminary Engineering study for the Program in its entirety including treatment, transmission and storage components.

3.1.6 The completion of a final design for the SW 124<sup>th</sup> Avenue Pipeline Project to be included in the Road Project.

3.1.7 The retention of such consultants as the Parties deem appropriate to achieve the tasks generally described above.

3.1.8 In furtherance of the general descriptions above, the Parties will agree on a detailed scope of the specific task, budgets and cost share participation which will be

memorialized by task order or addenda to this Agreement.

3.2 Sufficient Funds. It is understood and agreed that based upon the final task scope, budget and cost share participation for the Project Components in Section 3.1 above, the allocation of costs will be agreed upon and each party will budget sufficient funds for its respective share in the Program and the SW 124<sup>th</sup> Avenue Pipeline Project as identified herein.

#### 4. PROGRAM AND PROJECT COSTS

4.1 Cost Share. Cost share is the percentage of Program cost allocated to a party as determined by this Agreement, a task order or addenda, or as modified by execution of a Joinder Agreement. The Program is intended to have an actual peak design capacity of 85 million gallons per day (mgd). A Party's election of planned capacity share in the Program or the S.W. 124<sup>th</sup> Avenue Pipeline Project will determine that Party's share of the costs to complete the Scope of Work identified in this Agreement. Until amended, Hillsboro shall have a cost share and capacity share interest of 30/85<sup>th</sup> and TVWD will have a cost share and capacity share interest of 55/85<sup>th</sup>. No other party shall have any interest therein unless mutually agreed upon and by execution of a Joinder Agreement. A form of Joinder Agreement is attached as Ex. B.

4.2 Project Cost. Project cost includes all direct and indirect costs of the Project as determined by the Project Manager. The direct and indirect direct costs of the Scope of Work (Section 3.1) shall be shared by the Parties in proportion to their cost share amount as reflected in the specific addendum for that component. Costs will also include reimbursement to TVWD or another Party providing administration services delegated by task order or addenda at then current hourly rates for staff time. TVWD will invoice each Party monthly for the Project costs for the previous 30 days with such detail as the Party reasonably requires verifying the amount to be paid. Each Party shall pay its share within 30 days after receipt of invoice. In the event of a dispute, the Party shall pay the undisputed portion and notify TVWD in writing of its reasons for disputing the full payment amount. Any amount not paid within 30 days from the date of the original invoice will bear interest at the State of Oregon Local Government Investment Pool rate.

4.3 Subsequent Agreements. The Parties agree that construction, ownership, governance, operation, maintenance, repair and replacement, expansion of facilities and other matters of the Program will be determined by subsequent Agreement. No Party shall be obligated to enter into or contribute financially to any construction contract or property acquisition for the SW 124<sup>th</sup> Avenue Pipeline Project until such time as the Parties have entered into the future separate agreements to address ownership, management and governance with respect to the Program.

4.4 Budget. Annually, , TVWD shall prepare and distribute to each party by January 31<sup>st</sup> a forecast of anticipated costs for the Willamette Water Supply Program for that ensuing fiscal year beginning July 1<sup>st</sup>. Each Party shall be responsible to budget and appropriate its share for the upcoming fiscal year.

## 5. PROJECT MANAGEMENT

5.1 **Project Manager.** TVWD is designated as the Project Manager for the Scope of Work and the duration of this agreement.

5.2 **Project Management Team.** The Project Management Team shall consist of the TVWD Chief Executive Officer and the Hillsboro Water Department Director, or their designees. TVWD, as the Project Manager, will report, as often as necessary considering the task at hand, to the Project Management team for decisions. Except as required under a Party's charter, statutes, ordinances, or governing body policies, the designated member of the Project Management Team or their designee shall have authority to make decisions required to carry out their obligations under this Agreement.

5.3 **Committees.** The Project Management Team shall have the power to appoint other committees to advise it on issues determined to be necessary. The Project Management Team may develop an Engineering Design Technical Advisory Committee, a Public Outreach and Affairs Technical Advisory Committee, a Finance Technical Advisory Committee and such other committees as it deems appropriate.

5.4 **Approval of Expenditures.** The budget allocation for each Party and appropriation shall be approved pursuant to each Party's applicable legal requirements. During the management of the Scope of Work in this Agreement, any change order that will increase an approved contract will require approval by the respective Parties pursuant to their contracting processes within 30 days. All other decisions may be made by the Project Management Team.

### 5.5 **Project Management Authority**

TVWD is the Project Manager liaison with the County under the Road Project and the other elements identified in the Scope of Work under this Agreement. TVWD shall oversee the execution of each task identified in the Scope of Work, and shall have the following powers:

5.5.1 To enter into contracts for services for each element of the Scope of Work, subject to Section 5.4;

5.5.2 To retain such agents, officers and employees as it deems necessary and to contract services; and

5.5.3 To make decisions related to the SW 124<sup>th</sup> Avenue Pipeline Project within the Road Project as necessary in case of an emergency requiring immediate action. In such cases, TVWD shall inform Hillsboro of the action(s) taken within one business day. The parties acknowledge that the construction of the Road

Project has not been commenced and final decisions on construction of the Road Project belong to the County.

5.6 Road Project Design Process. As Project Manager, TVWD shall have authority on behalf of the parties to coordinate and be the point of contact with the County in the solicitation of bids and award of contracts for the SW 124<sup>th</sup> Avenue Pipeline Project. The Parties must approve the design and construction documents for inclusion in the Road Project and the bid and award of the SW 124<sup>th</sup> Avenue Pipeline Project portion of the contract.

## 6. DEFAULTS

6.1 Event of Default. The failure of a Party to perform any duty imposed upon it by this Agreement shall constitute a default.

6.2 Notice of Default. The non-defaulting Party shall have the right to give the defaulting Party a written notice of default, which shall describe the default in reasonable detail and state the date by which the default must be cured, which date shall be at least 60 days after receipt of the notice of default, except in the case of a failure to make full payment, in which case the date shall be 30 days after receipt of the notice of default.

6.3 Opportunity to Cure. If within the applicable period described in Section 7.2 the defaulting Party cures the default, or if the failure is one (other than the failure to make full payments) that cannot in good faith be corrected within such period and the defaulting Party begins to correct the default within the applicable period and continues corrective efforts with reasonable diligence until a cure is effected, the notice of default shall be inoperative, and the defaulting Party shall lose no rights under this Agreement. If, within the specified period, the defaulting Party does not cure the default or begin to cure the default as provided above, the non-defaulting Party at the expiration of the applicable period shall have the rights specified in Section 6.4.

6.4 Rights Upon Default. If the defaulting Party has not cured the default as provided in Section 7.3, it shall have no rights under this Agreement until the default has been cured. In addition, the non-defaulting Party may pursue any other remedy available at law or in equity against the defaulting Party subject to the dispute resolution procedures of Section 7.17.

6.5 Reallocation. If a Party is terminated for default, the remaining parties shall undertake to share proportionately in the amount the terminated party was obligated to pay and cost share shall be reallocated accordingly, unless the remaining Parties otherwise agree.

## 7. GENERAL PROVISIONS

7.1 Future Agreements. The Parties acknowledge that the terms and conditions of this Agreement may be superseded or replaced by a subsequent agreement to provide for construction, ownership, governance, operation, maintenance repair, replacement and expansion of the Program to connect the Willamette WTP with their respective service areas.

7.2 Instruments of Further Assurance. From time to time, at the request of either Party, each Party shall, without further consideration, execute and deliver such further instruments and shall take such further action as may be reasonably required to fully effectuate the purposes of this Agreement consistent with its terms.

7.3 Terminology. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. Further, Party or Parties shall mean TVWD, Hillsboro or a local government entity who enters into this Agreement by execution of a Joinder Agreement.

7.4 Assignment. No Party shall have the right to assign its interest in this Agreement (or any portion thereof), without the prior written consent of the other Party .

7.5 Severability. In case anyone or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7.6 Counterparts. This Agreement may be executed in any number of counterparts and by the parties or separate counterparts, any one of which shall constitute an agreement between and among the parties.

7.7 Notices. Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

If to Hillsboro:

City of Hillsboro  
Water Department Director  
150 E. Main  
Hillsboro, OR 97123

If to TVWD:

Tualatin Valley Water District  
Chief Executive Officer  
1850 SW 170th Avenue  
Beaverton, OR 97006

7.8 Amendment. This Agreement may be amended only if both parties concur in the proposed amendment by a written agreement, signed by authorized representatives of each party.

7.9 Books Reports & Accounting. TVWD shall maintain books and records which shall show all income, receipts, expenses and costs in connection with its rights and duties under this Agreement. All such books of account or other records may be examined and copies of books and records made by TVWD staff at reasonable times upon reasonable notice.

7.10 Waiver. The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of any provision of this Agreement shall not constitute a waiver of any provision of this Agreement or limit the Party's right thereafter to enforce any provision or exercise any right.

7.11 Force Majeure. The obligations of a Party, other than the payment of money, shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseen, foreseeable or unforeseeable, beyond the Party's reasonable control if the Party is making a good faith effort to resolve or avoid the cause, including without limitation labor disputes (however arising and whether or not employee demands are reasonable or within the power of the Party to grant); acts of God, laws, regulations, orders, proclamations, instructions or requests of any non-party government or governmental entity; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, state, or local environmental standards; acts of war or condition arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion, fire, explosion, earthquake, storm, flood, sinkholes, drought or other adverse weather conditions; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labor, transportation, materials, machinery equipment, supplies, utilities or services; accidents, breakdown of equipment, machinery or facilities, or any other cause whether similar or dissimilar to the foregoing, provided that the affected Party shall give notice to the other Party within 10 business days of the suspension of performance, stating in such notice the nature of the suspension, the reasons for the suspension and the expected duration of the suspension. The affected Party shall resume performance as soon as reasonably possible.

7.12 Implied Covenants. The Parties agree that in construing this Agreement no covenants shall be implied between the Parties except the covenants of good faith and fair dealing.

7.13 Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Oregon.

7.14 Remedies Not Exclusive. Each and every power and remedy specifically given to the non-defaulting Parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this Agreement shall impair any such power or remedy or shall be construed to be a waiver of any default.

7.15 Survival of Terms & Conditions. The provisions of this Agreement shall survive its termination to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

7.16 Time is of the Essence. A material consideration of the Parties entering into this Agreement is that the Parties will make all payments as and when due and will perform all other obligations under this Agreement in a timely manner. Time is of the essence of each and every provision of this Agreement.

7.17 Dispute Resolution. The Parties hereby agree that resolution of any and all disputes arising out of the terms of this Agreement or interpretation thereof shall follow a prescribed process beginning with negotiation and subsequently moving to mediation, provided the dispute remains unresolved. If a dispute arises between the parties regarding this Agreement, the parties shall follow the dispute resolution provisions below:

7.17.1 Written Notice. A written notice regarding the dispute (Dispute Notice) shall be sent to the other party. If additional Parties join this Agreement, the references to account for multiple parties shall be adjusted per Section 8.3.

7.17.2 Negotiations. Within thirty (30) days following receipt of the Dispute Notice, the parties to the dispute ("Disputing Parties") shall assign a representative to participate in good faith negotiations for a period not to exceed sixty (60) days after appointment of the representatives.

7.17.3 Mediation. If after the sixty (60) day period of negotiation (or a period not to exceed ninety (90) days following the receipt date of the Dispute Notice), the dispute(s) cannot be resolved, the Disputing Parties agree to submit the matter to non-binding mediation. The Disputing Parties shall attempt to agree on a mediator in a period not to exceed one hundred twenty (120) days following the receipt date of the Dispute Notice and proceed accordingly.

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7.17.4 Litigation. If the Parties cannot agree on a mediator within the allocated time, or if the mediator cannot resolve the dispute(s) within one hundred eighty (180) days following the receipt date of the Dispute Notice, either of the Disputing Parties may initiate litigation in the Circuit Court of the State of Oregon for Washington County and seek all available remedies. Moreover, each of the Disputing Parties shall bear its own legal and expert witness fees at all stages of the dispute resolution process, including at trial or on any appeals. In addition, nothing shall prevent the Disputing Parties from waiving any of the dispute resolution steps by mutual consent.

7.18 New Member. Upon approval by the then Parties to this Agreement, new local government entities may join so long as they execute a Joinder Agreement (Exhibit B) pursuant to which they agree to be bound by the terms of this Agreement and additional terms and conditions set forth in the Joinder Agreement.

IN WITNESS WHEREOF, the parties have, pursuant to official action of their respective governing bodies, duly authorizing the same, caused their respective officers to execute this instrument on their behalf.

**CITY OF HILLSBORO**  
An Oregon municipal corporation

**TUALATIN VALLEY WATER DISTRICT,**  
Domestic water supply district

Arion Carlsson  
Mayor ~~Council President~~  
~~Acting Mayor~~  
APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Executive Officer  
  
APPROVED AS TO FORM:

Al St  
\_\_\_\_\_  
City Attorney

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

Attest: Kimberly  
City Recorder

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IN WITNESS WHEREOF, the parties have, pursuant to official action of their respective governing bodies, duly authorizing the same, caused their respective officers to execute this instrument on their behalf.

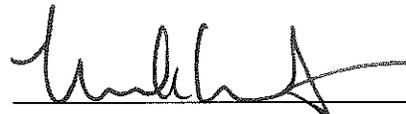
**CITY OF HILLSBORO**

An Oregon municipal corporation

**TUALATIN VALLEY WATER DISTRICT,**

Domestic water supply district

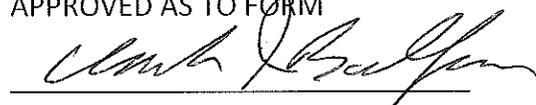
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Mark Knudson, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM

  
\_\_\_\_\_  
Clark I. Balfour, District Counsel

Attest: \_\_\_\_\_

City Recorder

AMENDMENT NO. 1  
AGREEMENT NO. 2014-153

INCREASE IN SCOPE  
FOR  
DESIGN SUPPORT SERVICES ON THE  
WILLAMETTE WATER SUPPLY SYSTEM PRELIMINARY DESIGN

This Amendment effective December 23, 2013, is between Tualatin Valley Water District ("District") and HDR Engineering, Inc., (Consultant), and amends the parties' Agreement, effective October 8, 2013, ("Original Agreement").

RECITALS

1. PERFORMANCE OF ADDITIONAL WORK.

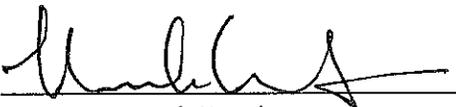
Consultant shall provide project management services for additional intake evaluation work, as outlined in the attached Scope of Work, annotated as Exhibit A to this Amendment.

4. COMPENSATION

Compensation for this additional work is estimated to be Thirteen Thousand, Two Hundred Eighty-Nine Dollars, (\$13,289.00). The total estimated agreement value is now Three Million, Five Hundred Eleven Thousand, Five Hundred Sixty-Six Dollars, (\$3,511,566.00).

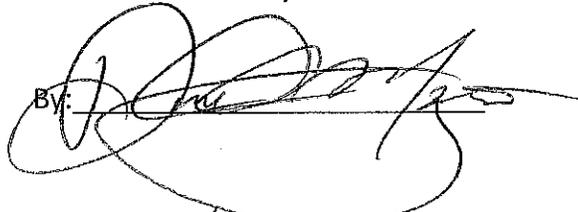
Except as amended herein, the original Contract shall remain in full force and effect.

TUALATIN VALLEY WATER DISTRICT

By:   
Mark Knudson,  
Chief Executive Officer

Date: 1/27/14

HDR ENGINEERING, INC.

By:   
Date: 1/30/14



**Amendment 1 - Scope of Work**

**Tualatin Valley Water District**

**Willamette Water Supply System Preliminary Design**

**(RFQ No. TVWD-062613)**

**Contents**

**TASK 1. PROJECT MANAGEMENT ..... 1**

    Subtask 1.1 Consultant Team Project Coordination/Communication .....1

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**TASK 7. EXISTING WATER INTAKE FACILITIES EVALUATION ..... 1**

**TASK 13. CORRIDOR AND PROPERTY ACQUISITION IDENTIFICATION AND SUPPORT..... 3**

    Subtask 13.2 Strategy to Secure Private Property and Easements.....3

**TASK 1. Project Management**

Provide project management services for additional intake evaluation work.

Task Duration – 2 months.

**Subtask 1.1 Consultant Team Project Coordination/Communication**

*Activities:* Coordinate project team, including HDR staff and subconsultants, including preparing the amendment and managing communication between team members. Coordinate with Partners' project manager and subconsultant on work activities.

**Subtask 1.3 Monthly Progress Reports**

*Activities:* Review subconsultant monthly progress report and incorporate it into overall progress report. Review subconsultant invoices before submitting to TVWD.

*Meetings:* None.

*Assumptions:* Progress will be incorporated into monthly report that will be delivered each month with invoice.

*Deliverables:* No additional deliverables.

**Subtask 1.4 Project Quality Assurance/Control (QA/QC)**

*Activities:* Verify that subconsultant implements a Quality Assurance and Quality Control Process for each major deliverable and provide a quality assurance process for the duration of the Task deliverables.

Request and review QA/QC process by subconsultant for the Task. Submit a signed QC review form to the Partners for each major deliverable to document compliance with the QC process.

*Meetings:* None.

*Assumptions:* None.

*Deliverables:* Completed and signed QC review form for each major deliverable.

**TASK 7. Existing Water Intake Facilities Evaluation**

**Subtask 7.4 Preliminary Intake Screen Technical Support Memorandum**

*Background:* David Evans and Associates is preparing a Draft Technical Memorandum regarding the intake screen as Task 7.3 of the Primary Scope of Work. The purpose and

intent of this Technical Memorandum is to guide agency discussions and assist in developing permitting strategies.

As part of the development of this Technical Memorandum, HDR has requested technical assistance from MWH to summarize the existing intake screen performance and components when evaluated against current regulatory requirements, and to develop a summary of potential modifications that maybe required for an increase in withdrawal flows at the intake.

Of particular need and interest are sweeping and approach velocities for the current condition as well as at potential increased withdrawal flows up to 186 mgd.

Other items of interest include developing potential modifications to the screen and intake that may be required for the current and increased withdrawal flows as a result of the regulatory compliance review and a recommended approach for permitting the potential expansion of the intake including what process would be used to model, design, and complete a fish screen compliance assessment.

***Scope of Work and Activities:*** As a result of scoping meetings and discussions held between HDR and MWH on December 11, 2013 and December 16, 2013, a scope of work has been developed that includes the following:

MWH to prepare a 3 to 5 page Technical Support Memorandum consisting of:

- 1) A summary of existing screen openings and dimension.
- 2) A summary of the sweeping and approach velocities for the existing intake (calculated at 70 mgd) and their relation to current compliance criteria. Include a copy of original calculations, if available.
- 3) Calculated withdrawal rate at which the current screens are no longer in compliance with current regulations.
- 4) A summary of potential modifications that will be required for increased withdrawals at the intake, including:
  - a) A table summarizing flows between 70 mgd and 186 mgd (in increments of 10 mgd) versus standard screen geometries, indicating sweeping and approach velocities at both high and low river levels.
  - b) A general description of the potential modifications to the screen that may be required for an expansion up to 186 mgd.

- 5) MWH participation at a Willamette Supply TAC Meeting on January 22, 2014 to present findings (one hour meeting)
- 6) MWH participation at agency meetings (up to two 2-hour meetings; no prep work required). Meetings are presumed to occur January 6, 2014 through January 17, 2014 time frame, but prior to TAC Meeting.

***Assumptions:***

- 1) MWH will evaluate the permit documentation for the existing screens. If a combination of flow rates, river elevations, cross sections or velocities aren't found, then DEA will define high and low river levels and provide corresponding stream velocities at high and low river levels.
- 2) DEA will define river navigation requirements and provide maximum screen elevations.

***Deliverables:*** DRAFT Technical Support Memorandum; FINAL Technical Support Memorandum

**TASK 13. Corridor and Property Acquisition Identification and Support**

**Subtask 13.2 Strategy to Secure Private Property and Easements**

***Activities:*** Obtain up to seven additional Title Reports for potential reservoir sites. The Primary Scope of Work included three Title reports for reservoir properties and three for other properties such as the Tualatin River Crossing. Review each report for encumbrances that could impact future development of the project components. Incorporate review comments into Technical Memorandum that will be prepared under Primary Scope Work.

***Meetings:*** No additional meetings.

***Assumptions:*** No contacts or coordination with property owners will be conducted.

***Deliverables:*** Include comments in Technical Memorandum that will be prepared under Primary Scope Work.

Amendment 1 - Fee

Level of Effort	HDR Engineering, Inc.										MWH Global													
	Project Manager - Jeff Fuchs	Ronan Igleria	Project Administration - Brandon Lindquist	Project Controller - Patti Kool	Chris Higgins	Hours	Labor	Technology Charge	Printing & Publications	Travel	Other	Total Expenses	HDR Fee	Project Engineer	Project Manager	QA/QC Reviewer	Staff Engineer	Project Controller	Administrative	Labor	Expenses	Subconsultant Total	Total Fee (includes sub-consultant mark-up)	
Task 1 - Project Management																								
1.1 Consultant Team Project Coordination/Communication	2					4	\$ 707	\$ 15	\$ 10			\$ 25	\$ 812							\$ -	\$ -	\$ -	\$ 812	
1.3 Monthly Progress Reports			2			4	\$ 314	\$ 18	\$ 10			\$ 23	\$ 398							\$ -	\$ -	\$ -	\$ 398	
1.4 Project Quality Assurance/Control (QA/QC)						2	\$ 392	\$ 7	\$ 10			\$ 17	\$ 399							\$ -	\$ -	\$ -	\$ 399	
Sub-total	2	0	2	2	4	10	\$ 1,433	\$ 37	\$ 30	\$ -	\$ -	\$ 67	\$ 1,500							\$ -	\$ -	\$ -	\$ 1,500	
Task 2.4 - Existing Water Intake Facilities Evaluation																								
7.4 Preliminary Intake Screen Technical Evaluation Memorandum	4					6	\$ 1,021	\$ 22	\$ -	\$ 40	\$ -	\$ 62	\$ 1,083							\$ -	\$ -	\$ -	\$ 1,083	
7.4 FAC and Agency Meetings	4	0	2	0	0	6	\$ 1,021	\$ 22	\$ -	\$ 40	\$ -	\$ 62	\$ 1,083							\$ -	\$ -	\$ -	\$ 1,083	
Sub-total	4	0	2	0	0	6	\$ 1,021	\$ 22	\$ -	\$ 40	\$ -	\$ 62	\$ 1,083							\$ -	\$ -	\$ -	\$ 1,083	
Task 13 - Corridor and Property Acquisition Identification & Support																								
13.2 Additional Title Reports for Property Acquisition	4	4	2	0	0	10	\$ 1,763	\$ 37	\$ 50	\$ -	\$ 2,100	\$ 2,187	\$ 3,950							\$ -	\$ -	\$ -	\$ 3,950	
Hours	4	4	2	0	0	10	\$ 1,763	\$ 37	\$ 50	\$ -	\$ 2,100	\$ 2,187	\$ 3,950							\$ -	\$ -	\$ -	\$ 3,950	
Fee	10	4	8	2	4	28	\$ 4,217	\$ 86	\$ 80	\$ 40	\$ 2,100	\$ 2,318	\$ 6,534							\$ 6,290	\$ 144	\$ 6,434	\$ 13,283	
Sub-consultant Budget/Mark-up																								



**AGREEMENT NO. 2014-153**  
**TUALATIN VALLEY WATER DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**DESIGN SUPPORT SERVICES ON**  
**THE WILLAMETTE WATER SUPPLY SYSTEM PRELIMINARY DESIGN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective September 24, 2013 by and between Tualatin Valley Water District ("District") and HDR Engineering, Inc. ("Consultant"), with offices in Portland, Oregon.

**RECITALS**

District requires the services of an individual or entity with the particular training, ability, knowledge and experience possessed by Consultant for providing professional engineering consulting services.

The parties agree that Consultant shall provide District with such services subject to certain conditions.

The parties agree to set forth the terms and conditions of their agreement in this Professional Services Agreement.

**AGREEMENT**

- 1. PERFORMANCE OF WORK.** Consultant shall use its best efforts to perform the required work herein as outlined in the attached Exhibit A, Final Scope of Work and Schedule including providing such advice, recommendations and information as requested by the District. The standard of care applicable to Consultant's services shall be the degree of skill and diligence normally employed by Consultants performing the same or similar services for the authorized work at the time the services are performed. Consultant shall re-perform any services not meeting this standard without additional compensation.
- 2. QUALIFICATIONS.** All services shall be performed by qualified personnel under the supervision of professional, licensed or otherwise qualified by the State of Oregon to perform said services.
- 3. EFFECTIVE DATE AND DURATION OF AGREEMENT.** This Agreement is effective September 24, 2013. Unless earlier terminated, this Agreement shall remain in full force and effect until December 31, 2015, on which date it shall expire unless extended by mutual consent of the parties via amendment to the Agreement.
- 4. COMPENSATION.** District agrees to pay Consultant's fee relating to Consultant's performance on Tasks 1 through 19, as set forth in Exhibit B, Fee Estimate and Summary Fee. Compensation under this Agreement shall be on a time and materials basis and shall not exceed Three Million, Four Hundred Ninety-Eight Thousand, Two Hundred Seventy-Seven Dollars, (\$3,498,277.00), including all expenses. The District reserves the right to negotiate Task No. 20 for a fee not to exceed Six Hundred Seventy-Nine Thousand, Six Hundred Ninety Three Dollars, (\$679,693.00). Consultant shall present District with one

invoice monthly. Changes to the Scope of Work and any increases in fee must be pre-approved by the District via an Amendment to this Agreement.

**5. CHANGES.** Neither this Agreement, including any of the agreement documents shall be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. No changes to the Agreement will be effective until approved in writing by District via amendment.

**6. DISTRICT FURNISHED DATA.** District shall provide to Consultant data required for performance of the work. However, nothing herein shall relieve Consultant from making such independent review and verification of information provided as necessary to meet Consultant's standard of care as set forth in Article 1. Consultant shall notify District of data that does not appear to meet the standard of care set forth in Article 1.

**7. INDEPENDENT CONTRACTOR STATUS.** Consultant shall be free from direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted services. Consultant certifies that it is an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement. Consultant is not entitled to indemnification by the District or the provision of a defense by the District under the terms of ORS 30.285.

**8. SUCCESSORS, ASSIGNS AND SUBCONTRACTORS.** Each party binds itself, and any partner, successor, executor, administrator, or assign to this Agreement. Neither the District nor the Consultant shall assign, or transfer their interest or obligation hereunder in this Agreement without the written consent of the other. Consultant must seek and obtain the District's written consent before subcontracting any part of the work required under this Agreement. Any attempted assignment, transfer, or subcontract for this work shall be void.

**9. THIRD-PARTY BENEFICIARIES.** District and Consultant recognize and acknowledge that the design services described in this Agreement and provided by Consultant are for the purpose of constructing and installing a potable water main in a public right of way to serve the District and the City of Hillsboro. Consultant and District recognize and acknowledge that the potable water main will be jointly owned and operated by the District and the City of Hillsboro. Accordingly, District and Consultant recognize and acknowledge the City of Hillsboro is a third-party beneficiary of the design services described in this Agreement.

**10. COMPLIANCE WITH APPLICABLE LAW.**

**10.1 Generally**

Consultant shall keep itself fully informed of and shall fully comply with all federal, state, regional, and local laws, rules, regulations, ordinances, and orders pertaining in any manner to this Contract and the rules, regulations and orders of any agency or authority having jurisdiction over the work under this Contract or persons employed or engaged therein. Consultant shall pay all taxes, including federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to the services performed or materials provided under this

Contract. All permits, licenses, and fees necessary for prosecution and completion of the Work shall be secured and paid for by Consultant, unless otherwise specified by District.

The following paragraphs include, without limitation, the standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes. As such these paragraphs are applicable, to the extent they apply, to this Contract. This Contract shall include by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

#### **10.2 Prompt Payment**

Consultant shall promptly pay as due all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons supplying to Consultant labor, equipment, services, or materials for the performance of the Work; (2) of all contributions or amounts due the Industrial Accident Fund from Consultant or any sub consultant incurred in the performance of the Work; and (3) to the Department of Revenue of all sums withheld from employees under ORS 316.167.

#### **10.3 Hours of Labor**

Consultant shall pay employees at least time and a half pay for all overtime in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

#### **10.4 Workers' Compensation**

All employers, including Consultant, that employ subject workers who work under this Contract in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors complies with these requirements.

#### **10.5 Prompt Payment for Medical Services**

Consultant shall promptly make payment, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

#### **10.6 Compliance with Laws/Tax Laws**

Consultant shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders, and rulings including, without limitation, those governing labor, materials, equipment, construction procedures, safety, health, sanitation, and the environment. Consultant agrees to indemnify, hold harmless, reimburse, and defend District from and against any penalties or liabilities arising out of violations of such obligations by Consultant or its sub consultants or suppliers at any tier.

## 10.7 Recycled Materials

Consultant, in performance of the work under this Contract, shall use recycled paper as defined in ORS 279A.010 (1) (ee), recycled PETE products as defined in ORS 279A.010 (1) (ff), and other recycled plastic resin products to the maximum extent economically feasible.

## 10.8 Liens

Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof on account of any labor or materials furnished.

**11. INSURANCE.** Consultant shall provide to the District certificates of insurance prior to beginning any work under the Agreement documents and shall maintain in full force and effect for the term of this Agreement, at Consultant's expense; comprehensive general liability insurance, automobile liability insurance, umbrella liability insurance, and professional liability insurance covering bodily injury, including death, and property damage. Automobile insurance shall include coverage for owned, non-owned or hired vehicles, as applicable for the protection of the Consultant and the District, its members, officers, boards, agents and employees arising out of Consultant's negligence. Contractor agrees to maintain commercial automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit. Comprehensive general liability insurance coverage limits shall be set at not less than One Million Dollars (\$1,000,000) applicable to bodily injury, sickness, or death for any one occurrence, and One Million Dollars (\$1,000,000) for loss of or damage to property for any one occurrence; or a general aggregate of Two Million Dollars (\$2,000,000). Consultant agrees to maintain umbrella/excess liability insurance for comprehensive general liability and automobile liability in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Consultant shall also obtain professional liability insurance for its errors and omissions with limits set at not less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate. Consultant shall name District, its members, officers, boards, agents and employees and the City of Hillsboro, the Hillsboro Utilities Commission, its members, officers, boards, agents and employees as additional named insureds on the automobile and general liability policies of insurance for Consultant's negligent acts. The policy shall be issued by a company authorized to do business in the State of Oregon and shall protect Consultant against liability for contractual liability. Consultant shall provide District and the City of Hillsboro a copy of an endorsement of the policy(s) that demonstrates compliance with this Section 11.

The District prefers all insurance coverage to be written on an "occurrence" basis. But if any of the required liability insurance is on "claims made" basis, "tail" coverage will be required at expiration of this contract and completion of all work for a duration of 24 months. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Agreement. If Continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for a duration of not less than 24 months from the expiration date of the Agreement This will be a condition of the final acceptance of work or services.

The Consultant is the sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Ch. 656) and is solely liable for any workers' compensation coverage

under this Agreement. If the Consultant has the assistance of other persons in the performance of this Agreement, the Consultant agrees to qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656.407. Consultant shall maintain employers' liability insurance with limits of \$100,000 for each accident, \$100,000 for illness coverage for each employee, and a \$500,000 policy limit.

**12. INDEMNIFICATION.** Consultant shall indemnify, defend, save and hold harmless District and the City of Hillsboro, its members, officers, boards, agents and employees against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions or judgments based upon or arising out of damage, injury or death to persons or property to the extent caused by any negligent act or omission by the Consultant. Consultant shall obtain similar indemnification for anyone acting on Consultant's behalf in connection with, or incidental to, this Agreement for the work to be performed hereunder for that person or entity's negligence. Provided, however, that nothing herewith shall be construed to require indemnification of the District and the City of Hillsboro attributable to their own negligence.

**13. CONFIDENTIALITY.** No reports, information and data given to or prepared or assembled by Consultant under the Agreement documents shall be made available to any individual or organization by Consultant without the prior written approval of District.

**14. RECORD KEEPING.** Consultant shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles for a minimum of three (3) years, except as required longer by law.

**15. ACCESS TO RECORDS.** Consultant agrees that District, its authorized representatives, and the City of Hillsboro shall have access to all books, documents, papers and records of the Consultant which are directly related to the Agreement for the purpose of making any audit, examination, copies, excerpts and transcripts.

**16. FOREIGN CONTRACTOR.** If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Oregon Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Agreement.

**17. GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. The venue shall lie in the Circuit Court of the State of Oregon for the County of Washington.

**18. OWNERSHIP OF WORK PRODUCT; LICENSE.** All work products of Consultant that result from this Agreement ("the work products") are the exclusive property of District and the City of Hillsboro. If any of the work products contain intellectual property of Consultant that is or could be protected by federal copyright, patent or trademark laws or state trade secret laws, Consultant hereby grants District and the City of Hillsboro a perpetual, royalty-free fully paid, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans, or information provided or delivered to District or produced by Consultant under this Agreement. The

parties expressly agree that all works produced pursuant to this Agreement are works specifically commissioned by District and that Consultant shall obtain written permission from District before publishing, displaying or using any work or work products resulting from this Agreement.

18.1 All original written material and other documentation, including background data documentation, and staff work that is preliminary to final reports, originated and prepared for District under the agreement documents, shall be the exclusive property of District and the City of Hillsboro. Consultant will not use any written or other materials developed for District and Hillsboro under the agreement documents in developing materials for others, except as may be specifically provided in writing to the contrary.

18.2 This Agreement shall not preclude Consultant from independently developing materials which may be similar to materials developed pursuant to the Agreement documents.

18.3 Any re-use or modification of the documents for purposes other than those intended shall be at the District's and the City's sole risk.

**19. ERRORS.** Consultant shall perform such additional work as may be necessary to correct errors in the Work required under this Agreement without undue delay and without additional cost.

**20. SUSPENSION, DELAY OR INTERRUPTION OF WORK.** District may suspend, delay, or interrupt all or part of the work being performed by Consultant for District's convenience. In the event of suspension, delay or interruption of work, District shall compensate Consultant per the agreed upon compensation rates in the work Order, for work satisfactorily performed to the date of suspension, delay or interruption of Work.

**21. TERMINATION.** This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon sixty (60) days written notice, delivered by certified mail or by facsimile as outlined below.

Mike Britch, Chief Engineer  
Tualatin Valley Water District  
1850 SW 170th Ave.  
Beaverton, OR 97006  
Fax: (503) 649-2733  
Telephone: (503) 848-3045

Jeffrey Fuchs, P.E., Assoc. Vice President  
HDR Engineering, Inc.  
1001 SW 5th Ave., Suite 1800  
Portland, Oregon 97204  
Fax: (503) 423-3737  
Telephone: (503) 423-3852

**22. DISTRICT AND CONSULTANT REPRESENTATIVES.**

The District's representative is Mike Britch, telephone: (503) 848-3045, e-mail: [mikeb@tvwd.org](mailto:mikeb@tvwd.org). Mr. Britch is empowered to act for the District in accordance with the provisions of this Agreement, where such acts are not contrary to laws or ordinances. Consultant's Representative is Jeff Fuchs,

telephone: (503) 423-3852, e-mail: [jeffrey.fuchs@hdrinc.com](mailto:jeffrey.fuchs@hdrinc.com).

**23. ATTORNEY FEES.** If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any such amount which a court, including any appellate court, may adjudge reasonable as attorney fees.

**24. SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be valid.

**25. FORCE MAJEURE.** Neither District nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, District's or Consultant's reasonable control.

**26. WAIVER.** The failure of District to enforce any provision of this Agreement shall not constitute a waiver by District of that or any other provision.

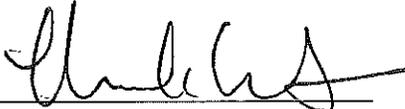
**27. MERGER.** This Agreement and attached exhibits constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

**28. MEDIATION.** Should any dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If party requests mediation and the other party fails to respond within 10 days, or if the parties fail to agree on a mediator within 10 days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The party shall have any rights at law or in equity with respect to any dispute not covered by this Section.

**29. ENTIRE AGREEMENT.** This Contract represents the entire understanding of the District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

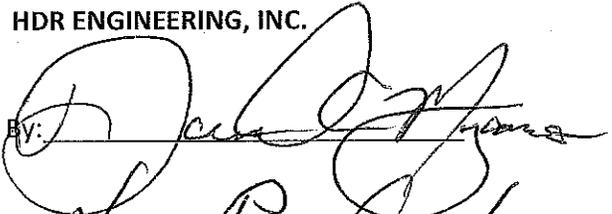
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

**TUALATIN VALLEY WATER DISTRICT**

By:   
Mark Knudson,  
Chief Executive Officer

Date: 10/2/13

**HDR ENGINEERING, INC.**

By:   
Title: Vice President

Date: 10-8-13

**Attachments:**

- Exhibit A: Final Scope of Work and Schedule
- Exhibit B: Fee Estimate and Summary Fee

# Tualatin Valley Water District

## Exhibit A - Final Scope of Work

### Willamette Water Supply System Preliminary Design

TVWD Contract No. 2014-153

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## **INTRODUCTION**

The Tualatin Valley Water District (TVWD/"District") is planning to construct the Willamette Water Supply System (WWSS) and is beginning the engineering and preliminary design effort for this critical infrastructure, due to be operational by 2026.

The District and the City of Hillsboro (Hillsboro) ("Partners") are working together in partnership to develop this new long-term water supply source to provide greater reliability and redundancy, as well as additional growth for their customers.

The preliminary design includes evaluation of a new large diameter transmission main, terminal storage facilities, and ancillary components. An additional component will be the planning to connect the WWSS facilities with the future 124<sup>th</sup> Avenue transmission main.

### **Key Objectives**

- Confirm sizing (preliminarily by January 2014) and establish other hydraulic requirements for the system (transmission lines, terminal storage, pump stations, connections to District's and Hillsboro's systems, and surge analysis).
- Establish design guidelines for the overall transmission system and coordinate with the SW 124<sup>th</sup> work to incorporate them into the design for that project.
- Provide a description of the operation of the transmission line and terminal storage system to the distribution systems of the Partners.
- Identify required permitting, permitting jurisdictions, and anticipated times for approval.
- Conduct a thorough alignment evaluation and establish a viable transmission line corridor and terminal storage site by January 2015 (before construction begins on SW 124<sup>th</sup> Avenue). Provide recommendations to secure the corridor for the transmission system and terminal storage site to the extent practicable.
- Prepare preliminary design documents for the proposed transmission line and storage facility systems.
- Identify proposed project phasing and establish a preliminary program schedule.
- Identify cash flow requirements for the program short term (over the next 3 years) and long term (through completion of the program). Cash flow should encompass full project costs (i.e., design, construction, inspection, permitting, land acquisition, engineering, legal, administrative, and other reasonable project allowances as applicable). Provide preliminary updated cost estimates and cash flow requirements by early 2014.
- Provide recommendations for management of activities related to project coordination, project delivery alternatives, project controls, and staffing for the program.

- Support public affairs and outreach activities.
- Incorporate considerations for sustainability into the work.
- Identify and track project risks using a risk register.

**TASK 1. Project Management**

Provide project management services for the WWSS Preliminary Design Project.

Project Duration – 24 months.

**Subtask 1.1 Consultant Team Project Coordination/Communication**

*Activities:* Coordinate project team, including HDR staff and subconsultants, for the duration of the project. Communicate with project team members to maintain project team coordination. Communicate with Partners’ project manager to provide status updates on the project.

**Subtask 1.2 Project Guide Preparation (Project Management Plan)**

*Activities:* Develop a Project Guide that outlines the project management plan for the WWSS Preliminary Design Project. The Project Guide will include project goals, scope of work, project budget, project team organization and contacts, project schedule, communication protocols, filing protocols, design standards, health and safety plan, and a Quality Assurance/Quality Control (QA/QC) Plan. The Project Guide will be updated as project elements change.

*Meetings:* None.

*Assumptions:* HDR will provide Partners with a PDF version of the initial Project Guide. Subsequent revisions will not be provided.

*Deliverables:* Electronic PDF version of the initial Project Guide.

**Subtask 1.3 Monthly Progress Reports**

*Activities:* Prepare a monthly progress report of work performed, issues and risks, and upcoming critical activities. Progress reports will include financial and schedule status of the project. Format of the monthly invoice and progress report will be developed with the project stakeholders before first invoice.

*Meetings:* None.

*Assumptions:* Progress reports will be delivered once each month with invoice.

**Deliverables:** Electronic PDF version of progress report each month.

#### **Subtask 1.4 Project Quality Assurance/Control (QA/QC)**

**Activities:** Maintain and track quality control (QC) for each major deliverable and provide a quality assurance process for the duration of the project.

- Develop a QA/QC Plan as part of the Project Guide.
- Conduct one Project Approach and Resource Review (PARR), which will consist of a comprehensive review of the project approach and team early in the project during route selection. The PARR will provide a high level review by senior HDR engineers who are not involved in the project. If changes or revisions to the project implementation are identified, changes can be implemented early in the project. The Partners' Project Managers will be invited to attend the PARR.
- Manage and Document the QC review process. Conduct and document detailed reviews before submitting each major deliverable to the Partners. Review each deliverable, including calculations and estimates, to verify accuracy and completeness of documents. Submit a signed QC review form to the Partners for each major deliverable to document compliance with the QC process.

**Meetings:** None.

**Assumptions:** Budget for QC reviews is included within each task. The PARR will be conducted at HDR's Portland office and will include up to eight HDR staff for up to 8 hours. The QA/QC Plan will be included in the Project Guide.

**Deliverables:** Completed and signed QC review form for each major deliverable.

#### **Subtask 1.5 Project Coordination – Meeting Attendance**

##### **Subtask 1.5.1 Preliminary Design Project Team Meetings**

**Activities:** Conduct meetings to review project progress with the Technical Advisory Committee (TAC), including TVWD, Hillsboro, Tualatin, Tigard, Beaverton, and other partners. Include SW 124<sup>th</sup> Avenue Design team when appropriate. Prepare agenda and exhibits for each meeting and record meeting notes for the project file. TAC meetings will be used to review major decisions and deliverables for tasks.

**Meetings:** Thirty meetings with the TAC to review design progress and make decisions. Meetings will be held twice each month for the first 6 months and then once each month for 18 months.

**Assumptions:** Meetings will be held at TVWD offices. Review meetings for project deliverables will be combined with TAC meetings when appropriate. Each meeting is

assumed to be 3 hours long. HDR team attendance will vary according to the agenda topics.

*Deliverables:* Agenda and meeting summary for each meeting.

### **Subtask 1.5.2 Stakeholder Meetings**

*Activities:* Conduct quarterly working meetings with the Partners and select stakeholders to review project progress and discuss coordination efforts. Prepare agenda and handouts for each meeting and record meeting notes for the project file.

*Meetings:* Six stakeholder meetings, including up to four HDR team members for up to 3 hours each meeting.

*Assumptions:* Meetings will be held at TVWD offices.

*Deliverables:* Agenda and meeting summary.

### **Subtask 1.6 Decision Log and Project Records**

#### **Subtask 1.6.1 Decision Log**

*Activities:* Establish and maintain a SharePoint Decision Log to maintain a record of design decisions. Each decision log record will include the required decision, start date, completion date, decision maker, reason for decision, recommended implementation, and status of decision process. Present and discuss the Decision Log at TAC meetings. The Decision Log will be used to track decisions, including route selection, cultural and natural resource, permitting, agency coordination, and design guidelines.

*Meetings:* None.

*Assumptions:* The Decision Log will be hosted on the SharePoint site.

*Deliverables:* Decision Log on a Microsoft SharePoint site, utilizing MS Excel spreadsheet.

#### **Subtask 1.6.2 Project Records**

*Activities:* Establish and maintain project records using ProjectWise stored on HDR's server.

*Meetings:* None.

*Assumptions:* None.

*Deliverables:* None.

### **Subtask 1.7 Risk Registry**

**Activities:** Establish a project Risk Registry that can be used during preliminary design and updated during subsequent phases of the WWSS Program. The Risk Registry will include a description of the risks, impacts from the risk, probability of occurrence, relative consequences to cost and schedule, and recommended response action.

**Meetings:** None.

**Assumptions:**

- The Risk Registry will be included and discussed at TAC meetings.
- This subtask will proceed only after written authorization is provided by the Partners.

**Deliverables:** The Risk Registry will be maintained on a Microsoft SharePoint site, utilizing MS Excel spreadsheet.

### **Subtask 1.8 Preliminary Design Project Schedule**

**Activities:** Prepare a detailed project schedule using Microsoft Project. The project schedule will include activities, durations, constraints, and sequences for the preliminary design project and coordination milestones for SW 124<sup>th</sup> Avenue Design, Public Affairs/Outreach team, stakeholders and agencies, permitting, the TAC, franchise, and public utilities.

Update the project schedule on a monthly basis and submit the updated schedule with the monthly Progress Reports. Identify critical path items that need additional attention. Identify specific activities that need to occur to keep the project on schedule. Identify specific coordination activities that affect the SW 124<sup>th</sup> Avenue project. Track regularly scheduled meetings using Project Schedule.

Develop and maintain a 3 month look-ahead summary schedule for critical milestones and decisions and for regularly scheduled meetings.

**Meetings:** None.

**Assumptions:** The project schedule will be submitted with the monthly progress report and will be discussed at TAC meetings, but will not be updated for each TAC meeting.

**Deliverables:** Monthly updated project schedule, including critical milestone and upcoming meetings.

## **Subtask 1.9 Team Chartering**

A key chartering objective is to establish clear expectations that result in timely and correct decisions. The components that drive the right decision-making process are defining the vision and building the team, establishing roles and responsibilities, setting operating guidelines, and developing communication protocols.

### **Subtask 1.9.1 Prechartering Planning Meeting**

**Activities:** Coordinate and conduct a chartering planning session as part of a scheduled TAC meeting to define the purpose, establish objectives and expectations, and define the logistics, attendees, and agenda for the chartering work session.

**Meetings:** Chartering planning session conducted as part of the regular TAC meeting with facilitator participation.

**Assumptions:** None.

**Deliverables:** Chartering session activities and agenda, list of chartering session attendees, logistics, including session duration and date, location, attendee services (beverages/lunch, etc.), list chartering results.

### **Subtask 1.9.2 Chartering Session**

**Activities:** Immediately following the planning meeting, the facilitator will conduct telephone conversations with the attendees (key stakeholders) to explore their understanding and experience with chartering, their concerns, and their expectations and needs. The facilitator will coordinate with the TAC and the Partners to produce a session invitation, coordinate the meeting facility, and acquire services. On the day of the chartering session, the facilitator will orchestrate the full day agenda by introducing the tasks and expectations, instructing participants on the various activities, documenting outcomes, and leading the team to keep focused and driving toward the expected outcomes.

**Meetings:** Chartering session (conducted separately from regular TAC meeting) will be led by a facilitator at an agreed-upon location with TAC.

**Assumptions:** None.

**Deliverables:** Chartering session summary notes, definition and refinement of the team and its purpose, team member roles and responsibilities, team operating and behavior guidelines, initial decision-making protocol/process, Critical Success Factors (CSF) and an initial Team Charter.

### **Subtask 1.9.3 Charter Confirmation Session**

*Activities:* Coordinate and conduct a charter confirmation session to briefly review, assess, and incorporate additions, edits, or clarifications to the Charter and the other guidelines and processes for the purpose of implementing these elements. This session will be as part of the scheduled TAC meeting. The facilitator will lead this 2-hour session, which will culminate with an endorsement of the Project Charter.

*Meetings:* Chartering planning session conducted as part of the regular TAC meeting.

*Assumptions:* None.

*Deliverables:* Confirmed formal documents establishing team member roles and responsibilities, team operating and behavior guidelines, decision making protocol/process, CSF, and an endorsed Team Charter.

### **Subtask 1.9.4 Charter Follow-up and Feedback Sessions**

*Activities:* Facilitator will conduct telephone conversation interviews with team members or other stakeholders as appropriate, and measurement of the CSFs. The facilitated sessions will focus on discussions revolving around team performance and improvement, project performance or impediments affecting progress, and facilitating interventions that may arise. The sessions, lasting approximately 1 hour, will follow a specific agenda and incorporate an allowance for addressing key issues or action items to ensure that the team is functioning as defined by the charter. Feedback on the CSFs will be reviewed and new potential risks will be noted and mitigation efforts planned.

*Deliverables:* A brief set of session notes, along with the CSF performance rating based on feedback and evaluation. If processes or guidelines have been adjusted or there is an addition of new or replaced team members, updated team documents will be issued.

## **TASK 2. Base Information**

Task 2 subtasks do not generally involve meetings with the TAC except to provide updates of activities or obtain clarification for requested data or input on data obtained from third parties. Data compiled under Task 2 will be included as part of the project records database.

### **Subtask 2.1 Base Map Development**

*Activities:* Develop GIS mapping to support routing analysis and terminal reservoir siting. Work will include review of existing data and information sources, including maps, digital files, reports, and other readily available material. Collect and incorporate available GIS data from public agencies and cities, including water, sewer, storm drainage, and other available GIS layers, including aerial photos, 5-foot to 10-foot

contours, environmental overlays, property ownership, right-of-way, geologic hazards; streams, waterways, floodplains; wetlands and riparian areas; available private utility data; Potential Cultural Resources and Historic Properties, city limits; Bonneville Power Administration (BPA) right-of-way; Metro and National Wildlife Refuge property; environmental area boundaries and buffer zones; railroad right-of-way, Parks, Oregon Department of Transportation (ODOT) right-of-way; previously considered alignments, existing and proposed transmission mains; and transportation-related Capital Improvement Plan (CIP) projects. The information collected will be managed in a GIS database and updated as new or revised data is obtained.

### **Subtask 2.1.1 Concept-Level GIS Mapping**

*Activities:* Develop GIS-based mapping for field reconnaissance, facility routing and siting concepts, and meeting exhibits. Maps will show GIS data collected in Task 2.1 as well as previously defined pipeline alignments, alignments proposed for this project, and potential sites for the terminal reservoir and Water Treatment Plant (WTP) pump station. Information collected in Task 8 from the Cultural Resources and Natural Resource Investigations will be added as it becomes available.

*Deliverables:* The following mapping and exhibits will be prepared.

- **Field Reconnaissance Maps** – Routing alternative maps for use during pipeline routing field reconnaissance (24" x 36" sheets, Scale: 1"=500'). Conceptual pipeline profiles for routing alternatives (24" x 36" sheets, Scale: 1"=1000' H; 1"=200' V). Use aerial photo and/or tax lot base mapping with relevant GIS data overlays collected in Task 2.1.
- **Terminal Reservoir Site and WTP Pump Station Site** – Overview maps for use during siting of terminal reservoir and WTP pump station (11" x 17" sheet, Scale: 1"=500' to 1,000'). Use aerial photo and/or tax lot base mapping with relevant GIS data overlays collected in Task 2.1.
- **Exhibit Maps for Meetings** – Appropriately scaled maps and exhibits for use during meetings with design team, TAC, stakeholders, and other project coordination meetings to review project concepts. Updated comprehensive plan map illustrating the project extents and concept alternatives. Use aerial photo and/or tax lot base mapping with relevant GIS data overlays collected in Task 2.1 (11" x 17" Overall Alignment Alternatives Map, Scale: 1"=3,000', 34" x 44" Project Overview Map, Scale: 1"=2,000').

### **Subtask 2.1.2 Preliminary – Level GIS Mapping for Preferred Concepts**

*Activities:* Develop GIS-based exhibits for use during preliminary design. Maps will show GIS data collected in Task 2.1, as well as preferred pipeline alignments, preferred site for the terminal reservoir and WTP pump station, and trenchless construction elements. The project Permitting Lead will review these maps to identify potential conflicts with existing resources.

**Deliverables:** The following mapping and exhibits will be prepared.

- **Preliminary GIS Exhibits** – Preliminary design mapping to approximately 30 percent preliminary design completion level. Aerial photo and/or tax lot base mapping will be provided for the preferred alignment (Approximately twenty 11" x 17" sheets, Scale 1"=400') with 10-foot topographic contours, and relevant GIS data overlays collected in Task 2.1.
- **Terminal Reservoir Site and Pump Station** – Preliminary site mapping for the preferred terminal reservoir site alternative (One 11" x 17" sheet, Scale 1"=100') showing the proposed site limits, topographic contours, reservoir configuration and site layout, estimated limits of excavation and final grading, and access provisions. Use aerial photo and/or tax lot base mapping with relevant GIS data overlays collected in Task 2.1.
- **Tualatin River Crossing** – Preliminary site mapping exhibits and pipeline profiles for the preferred Tualatin River crossing alternative (One 11" x 17" sheet, Scale 1"=50') showing the proposed tunnel alignment, shafts, staging areas, construction access, right-of-way and easement requirements, topographic contours, streambed and water surface elevations, and other surface features. Use aerial photo and/or tax lot base mapping with relevant GIS data overlays collected in Task 2.1.
- **Other Trenchless Construction Locations** – Preliminary site mapping and pipeline profiles (11" x 17" sheet, Scale 1"=50') for up to five potential trenchless crossings of roadways, railroads, wetlands, streams, and other sensitive surface features showing the proposed trenchless construction alignment, shafts, staging areas, construction access, right-of-way and easement requirements, topographic contours, streambed and water surface elevations, and other surface features. Use aerial photo and/or tax lot base mapping with relevant GIS data overlays collected in Task 2.1.

## **Subtask 2.2 Geotechnical Investigations**

**Activities:** Collect and review geotechnical data pertinent to preferred route through the pipeline corridor and terminal reservoir location, and identify issues and challenges to support the selection of an alignment corridor/terminal reservoir location and preliminary engineering of the selected alignment and reservoir.

### **Subtask 2.2.1 Corridor Geologic and Geotechnical Data Collection and Review**

**Activities:** Compile and review existing general geologic/geotechnical data in the project corridor to develop a preliminary understanding of surface and subsurface conditions and pipeline constructability considerations. This information will be used to evaluate alignment and profile alternatives and develop the initial phases of the geotechnical investigations, including identification of drilling locations and drilling techniques. Information sources will include:

- Local and regional geologic publications and maps
- Local geologic and geotechnical reports
- Oregon Department of Water Resources well logs
- Sanborn insurance maps
- Historic photographs
- Consultant in-house files

For purposes of organizing the data that is collected, it is anticipated that the project will be divided into the following general areas:

- Wilsonville Area (Wilsonville Road to Day Road)
- Tualatin Area (Tualatin Sherwood Road to SR 99)
- Tualatin River Crossing
- Tigard Area (SR 99 to Scholls Ferry Road)
- Beaverton Area (Scholls Ferry to Cooper Mountain)
- Terminal Reservoir Site
- South Hillsboro Area (Cooper Mountain to Tualatin Valley Highway)

***Deliverables:*** Preliminary Geologic Assessment Technical Memorandum that provides a summary and interpretation of the project geologic/geotechnical information gathered, and general discussion on the impact of surface and subsurface conditions on design and construction.

### **Subtask 2.2.2 Seismic Hazard Assessment**

***Activities:*** The objective of this task is to characterize seismic hazards along the pipeline route for use in preliminary design. Specific tasks are:

- Conduct regional and local seismic hazard contribution assessment.
- Conduct deterministic or probabilistic seismic hazard assessment for the potential earthquake magnitudes and influences to the pipeline.
- Identify active or inactive faults and other seismic hazards along the pipeline.
- Review technical literature, maps, and LiDAR topographic images to identify and screen potential soil liquefaction zones, seismic landslide zones, lateral spreading zones, and critical transition zones between non-liquefiable and liquefiable soils (or dense to soft soils).

***Assumptions:*** Seismic field assessments will be performed as part of the Subtask 2.2.3 field reconnaissance.

***Deliverables:*** Seismic Hazard Assessment Technical Memorandum.

### **Subtask 2.2.3 Geologic Field Reconnaissance**

*Activities:* Conduct a pipeline route reconnaissance to review visible geologic and surface features at the terminal reservoir, potential trenchless crossings, and along the preferred pipeline routes. The reconnaissance will include assessments of potential geotechnical issues and subsurface constraints along the pipeline route, such as evidence of slope instability, settlement, rock outcrops, and other notable features. The information will be noted on the GIS Field Base Maps prepared in Subtask 2.1.1.

*Assumptions:* Reconnaissance will be a total duration of up to 4 days.

### **Subtask 2.2.4 Geohazard Maps**

*Activities:* Compile geotechnical and seismic information that will be used for route evaluations, risk assessments, and preliminary design. Incorporate the information in the Subtask 2.1.2 maps. Overlay these maps with the following information:

- LIDAR topographic data
- Existing subsurface data from the Oregon State water well log database
  - LIDAR topographic data
- Nearby existing geotechnical borings
- Published geologic mapping.

*Assumptions:* GIS base maps will be used to develop interpretive geologic profiles for Subtask 2.2.5.

*Deliverables:* Part of Subtask 2.1.2.

### **Subtask 2.2.5 Interpretive Geologic Profiles**

*Activities:* Develop preliminary interpretive geologic profiles to help identify geotechnical characteristics, risks, and constructability issues for the pipeline corridor.

Identify subsurface conditions and geologic hazards, such as soft compressible soils, willow rock, unstable slopes, open gravels, and high groundwater, that impact construction. Profiles will be developed for the following areas:

- Wilsonville Area (Wilsonville Road to Day Road)
- Tualatin Area (Tualatin Sherwood Road to SR 99)
- Tualatin River Crossing
- Tigard Area (SR 99 to Scholls Ferry Road)
- Beaverton Area (Scholls Ferry to Cooper Mountain)
- Terminal Reservoir Site
- South Hillsboro Area (Cooper Mountain to Tualatin Valley Highway)

**Assumptions:** Up to one representative geologic profile will be developed for each area listed.

**Deliverables:** Preliminary interpretive geologic profiles.

### Subtask 2.2.6 Geotechnical Investigation Plan

**Activities:** Develop a preliminary field investigation work plan for site explorations along the preferred pipeline alignment. The explorations will be staged to support alignment evaluations, risk assessments, preliminary design. The investigation will focus on identifying subsurface conditions that differentiate risks for the alignment evaluations and collecting information that will be used for preliminary design and risk mitigation. The plan will detail the following items:

- Detailed description of planned investigations (type, depth, and purpose) and targeted investigation sites.
- Borehole permitting requirements.
- Field procedures for geotechnical sampling, drilling observation, instrumentation, in-situ testing, and pavement restoration requirements.
- Traffic control requirements.
- Proposed laboratory testing of soil and rock samples.
- Schedule for performing field investigations.
- Laboratory testing procedures.
- Drilling waste management procedures.
- Detailed cost estimate for geotechnical explorations.
- Sample storage location.
- Field Exploration Manual.

**Deliverables:** Geotechnical Work Plan.

### Subtask 2.2.7 Geotechnical Explorations

**Activities:** Drill borings and advance Cone Penetration Tests (CPTs), for investigation of subsurface conditions, seismic hazards evaluation, and constructability evaluations at the terminal reservoir, and Tualatin River crossing location.

The following table summarizes the proposed geotechnical explorations (borings and CPTs) at reservoir and crossing candidate sites.

**Table 2.2.7-1. Geotechnical Explorations at Terminal Reservoir/Crossing Candidate Sites**

Site	Geotechnical Exploration
Tualatin River crossing north side	Two borings to 100-ft. deep
Tualatin River crossing south side	Two borings to 100-ft. deep

Three alternative terminal reservoir sites	Two borings per site – assume rock core borings to 80-ft. and soil borings to 50-ft.
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The exploration program includes obtaining drilling and traffic control permits in the public right-of-ways, coordinating drilling activities, drilling observation, borehole log preparation, and in-situ testing.

Obtain permits and right-of-entry agreements from non-city agencies. Obtain Monitoring Well Permits, Test Bore Permits, and Traffic Control permits. Maintain the original copy of each permit and a table that identifies permit numbers obtained for each borehole right-of-way.

Mark borehole locations with white paint and obtain utility locates for each drilling site through the Oregon Utility Notification Center (One Call Locates) at 1-800-332-2344 at least 48 hours prior to drilling. If private locates are required, arrange for these services. After utilities are marked, check the borehole site and report anticipated utility or drilling equipment conflicts prior to drilling.

Prepare traffic control plans and obtain traffic control permits. During street drilling, traffic control will be provided per the approved traffic control plan. A local flagging company will be used to prepare traffic control plans and provide traffic control for borings conducted on city streets. Flag persons with appropriate signs and cones, per the traffic control plan, will be used.

Draft (field) borehole logs will be developed during drilling that will record the following borehole data:

- Project name.
- Borehole number.
- Scaled sketch of borehole location using landmarks (for surveying) (including approximate station and offset).
- Description of drilling technique, drilling dates, drill rig type, drilling company, driller's name, bit type and diameter.
- Name of geologist or geotechnical engineer logging the borehole.
- Location of nearest intersection.
- Depth.
- SPT N-values and blow counts for each six inch interval (mud rotary borings).
- Core run number (rotosonic borings).
- Sample type and location.
- Sample recovery.
- Soil descriptions.

- Air space organic volatile levels (by depth).
- Methane level measured in confined sample (by depth).
- Notes on drilling difficulties or location of obstructions.
- Drilling rates (for slow drilling).
- Drilling difficulties (including obstructions).
- Scaled sketch of piezometer installation.
- Rock coring information.

Soil samples obtained from the borings will be identified using the procedure identified in the Field Exploration Manual. This manual includes a checklist for the describing soils in a specified order. This checklist will be followed for this project and is based on ASTM D2488 for soil and International Society of Rock Mechanics (ISRM) procedures for rock. Maintain copies of field (draft) borehole logs, instrumentation detail sheet (if appropriate), and scaled borehole location sketch.

***Assumptions:***

- Geotechnical explorations will not be performed along the pipeline alignment.
- The fees for drilling permit on public right-of-way will be paid by the Partners.
- Exploration locations and elevations will be surveyed as part of the survey allowance in Task 6, or will be located with a GPS.
- The soil cuttings (drilling spoils) are not contaminated and will be transported off-site for disposal.
- The explorations include environmental screening (visual and olfactory/smell), but do not include environmental assessments; no soil and groundwater samples needed for environmental testing will be collected and tested.
- Volatile organic level and methane level screening for the pipeline and reservoir borings will be conducted at sample intervals above the groundwater level, and for river crossing borings at sample intervals for full depth of borings.
- Abandonment (performance) bonds for monitoring well installations will be obtained by the Partners for borings, if needed.
- Assistance may be required by the Partners to coordinate traffic control permit submissions.

**Subtask 2.2.8 Borehole Logs**

Prepare borehole logs for exploration performed in Task 2.2.7.

***Activities:*** Interpretive gINT bore hole logs will be prepared that include the items listed above. Soil descriptions included in the gINT logs will follow the order established in the Field Exploration Manual (per ASTM D2488) and will reflect information obtained from

laboratory testing. Laboratory tests conducted on borehole samples will be identified by depth using the acronyms provided on the Key to Exploration Logs (included in the Field Exploration Manual). Soils symbols and sample type symbols used on the gINT logs will also be provided on the Key to Exploration Logs.

### **Subtask 2.2.9 Laboratory Testing**

This subtask consists of performing laboratory testing on borings for exploration performed in Task 2.2.7.

*Activities:* Laboratory testing will be conducted on selected borehole samples. Testing will include index testing (moisture content, Atterberg limits, organic content, and grain size analysis), and may include strength testing (unconfined and tri-axial testing) and settlement (consolidation) testing. Rock property testing (used rock excavation assessment) will be conducted on boulders and rock cores from selected rock core samples, if needed. Interpretive (gINT) borehole logs will be prepared for borings and test pits based on a comparison of field observations and laboratory testing results.

Laboratory testing will be assigned following the completion of borings. Tests will be selected based on borehole location and design needs. Index test results will be included on borehole logs. Test results will be summarized on a laboratory testing table will be included in the Geotechnical Data Report (GDR). Individual lab test result sheets will also be prepared for inclusion in the GDR.

### **Subtask 2.2.10 Preliminary Geotechnical Data Report**

Prepare GDR for explorations identified in Task 2.2.7.

*Activities:* Upon completion of the subsurface exploration, laboratory testing, and borehole log preparation, a GDR will be prepared that presents the data obtained during the geotechnical investigations. The report will include a description of project area geology and geologic units as well as detailed descriptions of the field exploration and laboratory testing methods, and figures identifying boring locations. Boring logs, core photos, and in situ and laboratory testing results will be presented in the appendices.

*Deliverables:* Preliminary Geotechnical Data Report

### **Subtask 2.3 Existing Document Review**

*Activities:* Review previously prepared reports and related documents, as provided by the Partners. Prepare a memorandum summarizing the existing reports and models, highlighting discrepancies, missing information, and design considerations. Reports will include the following:

*SW 124<sup>th</sup> Avenue feasibility Study*, (2013, HDR) – Report evaluated feasibility of using the SW 124<sup>th</sup> Avenue as a pipeline corridor for the WWSS. Project also determined feasibility of connecting the SW 124<sup>th</sup> Avenue alignment with the Willamette River WTP in Wilsonville and with a northern route to the Terminal Reservoir site in Beaverton.

*Willamette River Water Supply System Preliminary Engineering Report* (1998; Preliminary Engineering Report) – This project included TVWD and the Cities of Tigard, Wilsonville, Sherwood, and Tualatin. The report laid the foundation for the construction of the WRWTP in 2002 and recommended a proposed transmission main alignment from the WRWTP in Wilsonville to the City of Tigard’s existing 10 MG reservoir. Based on this report, the City of Wilsonville and TVWD chose to proceed with development of the WRWTP.

*Willamette River Water Supply System Transmission System Analysis* (2004; Transmission System Analysis) – This project was conducted for TVWD and the Cities of Tigard, Tualatin, Sherwood, and Beaverton. The report updated conceptual transmission system planning from the 1998 report, including alignment options, and a further northerly extension of the transmission system. Four transmission main routing alternatives were evaluated and screened and a preliminary preferred alignment was identified.

*Water Supply Improvements Program, Preliminary Engineering Phase I* (2006; WSIP) – The goal of this project was to identify a preferred configuration for water supply improvements to allow TVWD to access the Willamette supply. Routes evaluated within this study focused on refinement of those identified in the 1998 Preliminary Engineering Report and evaluating a potential new route along the transit corridor, which was deemed infeasible.

*2012 Critical Areas Evaluation* – This project was conducted for the Willamette River Water Coalition and focused on feasible pipeline alternatives within two critical areas; the immediate area north of the WRWTP and the Tualatin River crossing.

**Assumptions:** Previously prepared reports and related documents will be provided by the Partners.

**Deliverables:** None.

#### **Subtask 2.4 Hazardous Materials Corridor Study**

**Activities:** Perform a Hazardous Materials Corridor Study (HMCS) to identify potential Recognized Environmental Conditions (RECs) within or near the identified preferred project corridor alignment. An REC is defined by the American Society for Testing and Materials (ASTM) standard E 1527-05 as a substance or petroleum product on a property

under conditions that indicate an existing release, past release, or a material threat of release into structures on the property or into the ground, groundwater, or surface water of the property. Examples of RECs include such things as leaking underground storage tanks (LUSTs), transformers, undocumented fill material, drycleaners, auto repair/maintenance facilities, and hazardous materials spills.

Prepare a draft HMCS report summarizing the information obtained through the Tasks listed below. Complete the HMCS according to generally accepted environmental procedures as outlined in the “Hazardous Waste Guide for Project Development” (1990), by the American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation by completing the following activities:

**Historical Research** – Conduct historical research to identify past uses within the project corridor alignments and on adjacent properties. Research will be limited to short-listed reservoir sites and preferred pipeline route. Such research will include one or more of the following resources:

- Sanborn fire insurance maps
- Historical aerial photographs
- Reverse city directories
- Historic property ownership/occupancy records or building permits

The resource (or combination of resources) selected will provide historic information regarding land use for at least the past 50 years at approximately 10-year intervals, or it must be demonstrated that such information is not readily available.

**Environmental Database Search** – Review available federal and state environmental records using the search radii set forth below for identified hazardous waste sites using government web-based databases or by using a commercial database search service. Review Oregon Department of Environmental Quality (DEQ) files for identified hazardous waste sites to determine known concentrations and extent of contamination.

<b>Database Record</b>	<b>Search Radius</b>
Federal RCRA Generators List	Site and Adjoining
State-Equivalent NPL List (ECSIS)	1.0 mile
State Fire Marshal’s Spill Response List	0.5 miles
Oregon Permitted Landfill List	0.5 miles
State Leaking LUST List	0.5 miles
State Certified UST List	Site and adjoining

**Site Reconnaissance** – Conduct a visual reconnaissance consisting of a systematic traverse of the project alignment from public rights-of-way and other areas accessible to the general public. Reconnaissance will be limited to the short-listed reservoir sites and preferred pipeline route. Photographs documenting reconnaissance observations will be provided with the HMCS report. The reconnaissance will be used to assist in identifying potential sources of contamination that could impact the proposed project during construction or that could affect property will be acquired by the Partners.

**HMCS Report** – Prepare a HMCS report summarizing the information obtained through the scope of work defined above. The report will include field observations, environmental database information, historic land use, a scaled map showing the location of identified potential sources of contamination, photographs, copies of historic data, copies of state and federal database information, copies of relevant portions of the DEQ files for sites that may impact project construction, an AASHTO Initial Site Assessment Checklist (a single page document), and other relevant documentation. The report will include opinions and conclusions about the conditions observed at the properties that comprise the project area. The report will also include recommendations for the sampling and analysis of suspect media as part of a Level II Environmental Site Assessment if appropriate. The report and opinions will be based solely on the services described.

***Assumptions:***

- The scope of services is neither an evaluation of site conditions for the presence of wetlands nor a geotechnical engineering study.
- The project corridor can be treated as a single property.
- The HMCS will not include:
  - Field sampling of soil, water, air or other media.
  - Laboratory analysis of material.
  - An inspection for asbestos, lead-based paint, or other hazardous building material.
  - An evaluation for the presence of radon gas.
  - A chain of title.
- The Consultant will not enter private property or contact the property owners or occupants without a permit of entry supplied by the Partners.

***Deliverables:*** HMCS Technical Report with appendices.

**TASK 3. Alignment Evaluation**

**Subtask 3.1 Establish Selection Criteria**

***Activities:*** Working with the project partners and the project public involvement and right-of-way consultants, develop the criteria to evaluate each of the alternative

alignments. Criteria will fall within areas that, at a minimum, include cost, ability to obtain permits, constructability, political acceptability, hydraulics, geo-hazards (and other infrastructure hazards) and the ability to mitigate those hazards, nearby other critical infrastructure, community acceptance, operations and maintenance and the ability to obtain and hold the corridor. Prepare a preliminary list of criteria and facilitate a workshop with project partners, the public involvement consultant and the right-of-way consultant to refine and finalize the selection criteria. Criteria development will consider weighing different criteria based on importance and overall impact to the success of the project.

**Meetings:** Meetings for this task will occur at scheduled TAC meetings. One additional 2-hour meeting will be held with select project team members and up to two HDR staff.

**Assumptions:** None.

**Deliverables:**

- Preliminary list of selection criteria
- Technical Memorandum documenting selection criteria.

### **Subtask 3.2 Develop Preliminary List of Alignment Alternatives**

**Activities:** Develop a preliminary list and GIS map of potential alignments that could accomplish the project criteria defined in Subtask 3.1. Establish alignments that create 1) opportunities for flexibility, 2) likely project phasing, and 3) potential construction packaging. The project corridor will be divided into the following sections: 1) Wilsonville to SW 124<sup>th</sup> Ave., 2) SW 124<sup>th</sup> Ave. to Tualatin River, 3) Tualatin River to Terminal Reservoir, and 4) Terminal Reservoir to Partner connection points.

**Meetings:** None.

**Assumptions:** Preliminary list of alternatives will be based on information already in-hand. Existing underground utilities will not be considered in this task.

**Deliverables**

- Preliminary list of potential alignments and sections.
- Map and descriptive text identifying alignment alternatives.

### **Subtask 3.3 Screen Alternatives**

**Activities:** Screen alternatives based on criteria developed in Subtask 3.1.

Conduct windshield field reconnaissance of routes identified in subtask 3.2. Reconnaissance will include a van tour with a small team of engineers from Partners, HDR, and Jacobs Associates. In preparation for field reconnaissance, develop typical sections for construction width requirements that describe typical and minimum construction widths and areas required for various construction activities. During field reconnaissance, document potential constructability concerns and identify project elements that may impact estimates of probable construction cost on each alignment that is reviewed in the field.

Perform site reconnaissance of up to three Tualatin River Crossing locations that were developed during feasibility study. Review will include anticipated subsurface conditions and risks, staging area considerations, site constraints, technical feasibility, and project arrangements (shafts, alignment, trenches).

**Meetings:** None.

**Assumptions:**

- Site reconnaissance will occur over a one week period with up to four HDR engineers.
- Routes previously identified in the SW 124<sup>th</sup> Avenue Feasibility Study will not be reviewed.
- Maps to be used for field reconnaissance will be developed in Task 2.
- HDR will rent a van to be used for the site visits.
- Existing utilities will be identified in Task 10.
- Site Reconnaissance Memorandum will be prepared for the project records.

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**Deliverables:**

- Site Reconnaissance Memorandum.
- GIS-based maps will be used for alignments – see Task 2.
- Alternative Evaluation Memorandum describing alignment options considered, including lengths, type of construction, potential issues, possible fatal flaws, and constructability concerns.

### **Subtask 3.4 Refine Alternatives and Identify Preferred Alternative**

**Activities:** Based on the screening data obtained in Subtask 3.3, short-list to up to three alternatives for each section (Wilsonville to SW 124<sup>th</sup> Ave., SW 124<sup>th</sup> Ave. to Tualatin River, Tualatin River to Terminal Reservoir, and Terminal Reservoir to North Transmission Line) for a more refined evaluation.

Conduct additional field reconnaissance, focusing on route selection criteria that can be used to differentiate the routes, such as environmental permitting, geologic hazards, geotechnical considerations, construction cost, social impacts, cultural resources, and public involvement.

Facilitate a workshop with the Partners, public affairs consultant, and right-of-way consultant to identify refinements and additional project benefits that could increase the community acceptance of low cost options. Refine the alignment alternatives into a preferred alignment.

Prepare a technical memorandum that summarizes potential opportunities and constraints associated with preferred alignment. Technical memorandum will include relative cost comparisons for alternative alignments developed in Task 17.

**Meetings:** One 3-hour workshop (separate from scheduled TAC meetings) with project partners, public affairs consultant, right-of-way consultant, and up to five HDR team members.

**Assumptions:**

- Up to three alternatives will be evaluated for each of the four corridor sections.
- Site reconnaissance will occur over a 3-day period and will include two HDR engineers, a permitting specialist, and a geotechnical engineer.
- Routing workshop will be conducted in addition to regular TAC meetings.
- One version of the technical memorandum will be prepared. Significant comments/input received from the TAC will be incorporated into the Preliminary Design Report (Task 15).

**Deliverables:**

- Preliminary ranking of alternatives.
- Technical Memorandum defining the preferred alignment and documenting the selection.

### **Subtask 3.5 Determine Requirements to Secure Preferred Alignment**

**Activities:** Prepare a technical memorandum that identifies the requirements necessary to implement the project based on the preferred alignment. Plan forward summary will identify potential pitfalls that could develop in the future and recommend approaches for mitigating pitfalls. Identify potential property for early acquisition and minimum right-of-way or easement requirements for the pipeline alignment, appurtenances, and maintenance access. Include potential “piggy backing” opportunities where preferred alignment coincides with other infrastructure improvements such as road or projects.

Update Risk Registry with information that defines trigger points for project implementation and potential events that could prevent the successful completion of the project on the preferred alignment.

**Meetings:** Meetings for this task will occur at scheduled TAC meetings.

**Assumptions:** One version of the technical memorandum will be prepared. Significant comments/input received from the TAC will be incorporated into the Preliminary Design Report (Task 15).

**Deliverables:** Technical Memorandum summarizing requirements to secure the preferred alignment.

### **Subtask 3.6 Seismic Evaluations**

**Activities:** Perform geotechnical seismic evaluations on base scope explorations listed in Subtask 2.2.7.

Perform preliminary geotechnical seismic analyses at high risk seismic hazard zones to assess liquefaction, lateral spreading and ground displacement, seismic slope stability and displacement, differential seismic settlement in stiff/soft soil transition zones, and seismic ground motion design parameters (Peak Ground Acceleration-PGA; Peak Ground Velocity-PGV; Peak Ground Displacement-PGD). Develop preliminary response spectrum for design of critical structures such as the terminal reservoir and pump station. Assess fault rupture risk, displacement magnitude, and provide crossing or routing opinions of potentially active fault. The information will be used to evaluate additional data needs and seismic risk(s) along the alignments, and assess the pipeline design strategies, including preferred pipeline alignment, depths, materials, connections, flexibility, in the seismic hazard high risk zones. The results will be included in the Technical Memorandum described in Task 3.9.

**Meetings:** Meetings for this task will occur at scheduled TAC meetings.

**Assumptions:** One version of the technical memorandum will be prepared. Significant comments/input received from the TAC will be incorporated into the Geotechnical Analysis Technical Memorandum (Subtask 3.7) and the Preliminary Design Report (Task 15).

**Deliverables:** Technical Memorandum for Seismic Evaluation

### **Subtask 3.7 Geotechnical Analysis Technical Memorandum for Pipeline Alignment**

**Activities:** Document geotechnical and seismic issues, risks, and rationale to support criteria and considerations in alignment evaluations. Summarize geotechnical

characterizations that may impact design and that may lead to key alignment layout decisions. Identify and seismic design issues that may affect the alignment alternatives.

**Meetings:** None.

**Assumptions:**

- Criteria for alignment considerations will be developed in alignment evaluation tasks.
- No additional geotechnical borings will be obtained, the evaluation will be based on known conditions, existing data, and available reports

**Deliverables:** Draft and Final Geotechnical Analysis Technical Memorandum

### **Subtask 3.8 Tualatin River Crossing Evaluation**

**Activities:** Evaluate and develop a feasible river crossing alignment, evaluate feasible construction methods, identify and evaluate major construction impacts, and develop a range of construction costs. Evaluate anticipated ground conditions at the crossing and develop a recommended crossing arrangement (alignment and shafts) for trenchless and shaft construction methods at two potential river crossing locations. Evaluate construction staging area considerations and other site constraints. Assess mitigation alternatives and/or pipeline depths/alignments for seismic hazards at crossing location, including liquefaction, zone of lateral spreading and shoreline instability. Prepare a Technical Memorandum that provides figures and general discussions and conclusions for the following:

- Recommended project arrangement (alignment and shafts).
- Anticipated subsurface conditions.
- Identification of major risks to trenchless construction.
- Probable tunnel and shaft construction methods.
- Staging area considerations and other site constraints.
- Recommendations for key specification requirements.
- Draft recommended permitting process.

**Meetings:** Meetings for this task will occur at scheduled TAC meetings.

**Assumptions:** None.

**Deliverables:** Draft and Final Tualatin River Crossing Technical Memorandum.

### **Subtask 3.9 Trenchless Evaluations**

*Activities:* Evaluate trenchless crossing, both shallow and deep, along preferred alignment sections. Review alignments for constraints on open cut construction methods and identify where trenchless methods may have advantages in terms of minimizing construction impacts and risk. Prepare a Technical Memorandum that describes the trenchless alternatives, and applicable construction methods. The technical discussion will be divided into the general project areas listed in Subtask 2.2.1. The memorandum will include typical trenchless profiles and layout and will provide general discussions and conclusions for the following:

- Recommended project arrangement (alignment and shafts).
- Anticipated subsurface conditions.
- Identification of major risks to trenchless construction.
- Probable tunnel and shaft construction methods.
- Staging area considerations and other site constraints.
- Recommendations for key specification requirements.

*Meetings:* Meetings for this task will occur at scheduled TAC meetings.

*Assumptions:*

- One version of the technical memorandum will be prepared. Significant comments/input received from the TAC will be incorporated into the Preliminary Design Report (Task 15).
- Up to six trenchless locations will be evaluated.

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*Deliverables:* Corridor Trenchless Construction Methods Technical Memorandum.

## **TASK 4. Storage Evaluation**

### **Subtask 4.1 Viability Criteria for Terminal Storage Sites**

Determining a preferred terminal storage site is considered a critical path decision because of the ongoing community planning for the South Cooper Mountain area and the interconnection with transmission main alignments. A workshop approach will combine some of the subtask activities to streamline the storage evaluation analysis, review and decision process.

*Activities:* Prepare for and conduct a “Planning and Siting Criteria” workshop as part of a regularly scheduled TAC meeting to develop preliminary viability criteria for the terminal storage site. Criteria will include elevation range, parcel area, land use type, land

value, proximity to infrastructure, accessibility, and geotechnical constraints. Other site viability criteria may be identified by the TAC during the workshop.

**Meetings:** Meeting for this task (Planning and Siting Criteria workshop) will occur at a scheduled TAC meeting.

**Assumptions:** Information from coordination meetings (e.g., TAC, stakeholders, risk management and permitting strategy) will be compiled and used as input to the Planning and Siting Workshop.

**Deliverables:** Meeting notes and preliminary viability criteria for terminal storage site.

#### **Subtask 4.2 Preliminary List of Viable Terminal Storage Sites**

**Activities:** Conduct analysis and preliminary screening using GIS to identify feasible storage sites based on viability criteria established in Subtask 4.1. Viability criteria will be applied using readily available GIS parcel data from Metro, Washington County, and the City of Beaverton. Geotechnical assessment will rely on the project geotechnical memoranda in Subtasks 2.2.11 and 3.9. Assessment will be limited to qualitative assessment of data from these reports to develop a relative rating of slope stability, geotechnical hazards, and adequate subgrade foundation materials for the potential sites.

Conduct field verification visits (windshield survey) of potential sites identified from the GIS/right-of-way analysis. Up to six properties will be visited during the course of one day. Photos and observation field notes will be collected from publicly accessible locations, as close as possible to each property. Staff will not enter property unless it is a public property and accessible.

Conduct planning meeting with South Cooper Mountain Community Planning Group (SCMCPG) and other stakeholders agreed to by TAC (including City of Beaverton and SCM planning consultants). The SCMCPG meeting will be used to coordinate the Partners' land use and zoning objectives, and provide input to the SCM zoning process. It will also be used to identify advantages and constraints to siting the terminal storage facilities and associated transmission lines in certain areas or parcels in the SCM area.

**Meetings:** South Cooper Mountain Community Planning Group Meeting (separate from TAC meeting) attended by up to three HDR staff.

**Assumptions:** A single draft version of the Site Selection Technical Memorandum will be prepared; review comments on the draft memo from the TAC will be addressed and incorporated in the Draft and Final Terminal Storage Evaluation Technical Memorandum (Subtask 4.4).

**Deliverables:** Terminal Storage Site Selection Technical Memorandum.

### **Subtask 4.3 Selection Criteria for Terminal Storage Sites**

**Activities:** As part of the Planning and Siting Criteria workshop (see Subtask 4.1) define site selection criteria, including constructability, life-cycle cost, additional infrastructure requirements, environmental impact, hazard risks, community acceptance, permitting risks, and O&M issues including site security and access. Other site selection criteria may be identified by the TAC during the workshop.

**Meetings:** Meeting for this task (Planning and Siting Criteria workshop) will occur at a scheduled TAC meeting.

**Assumptions:** None.

**Deliverables:** Meeting notes and selection criteria for terminal storage site.

### **Subtask 4.4 Preferred Terminal Storage Alternative**

**Activities:** Conduct a preliminary site screening meeting at regularly scheduled TAC meeting to rank the up to eight sites identified in Task 4.2. Select up to three candidate sites for further evaluation with hydraulic modeling based on site viability criteria (area, geology, property ownership, and site reconnaissance). Review title reports for three properties obtained in Task 13.

Conduct a Terminal Storage Site Selection workshop as part of a regularly scheduled TAC meeting to review potential sites based on the information from the preliminary screening, hydraulic modeling, and cost analysis. At the workshop, present preliminary site screening information, discuss Partner preferences and constraints for reservoir sites, agree on the short-list of up to three target sites for further geotechnical exploration and future site acquisition for one site.

Prepare Draft Memo for Terminal Storage Site Selection incorporating information from the site selection workshop and previous information from Subtasks 4.1 to 4.3. The draft memo will include figures showing prospective sites and land use information.

Review and assess site acquisition and permitting requirements for the preferred sites. Develop a preliminary site acquisition strategy, including reviewing easements or purchase options, right-of-way requirements, and potential easements for the terminal storage facility based on information obtained in Task 13.

**Meetings:** Meeting for this task (Site Selection Workshop) will occur at a scheduled TAC meeting.

**Assumptions:** Review comments on the draft memo from the TAC will be addressed and incorporated in the Draft and Final Terminal Storage Evaluation Technical

Memorandum, which integrates information, analysis and decisions from Task 4.1 through 4.6 activities.

**Deliverables:** Draft and Final Terminal Storage Evaluation Technical Memorandum.

#### **Subtask 4.5 Allocation of Terminal Storage Volume and Operational Accounting of Stored Water**

**Activities:** Prepare for and conduct a Terminal Storage “Level-of-Service” (LOS) workshop at a regularly scheduled TAC meeting to define the terminal storage volume(s) (including emergency and distribution system) required by each Partner’s service area; delivery flows (transmission capacity) from the terminal storage; and emergency operations and control preferences. Review Hillsboro Water Master Plan for distribution system requirements and compare methodology against Washington DOH criteria and other criteria used by up to three other utilities in Oregon. Information from the hydraulic evaluations (Subtask 4.2) will be used to inform the discussions in the workshop. Based on information from the workshop, develop options for allocating terminal storage volume and operational accounting for stored water between supply partners. This information will also be used to identify required facilities and other systems needed to deliver water to the Partners.

**Meetings:** Meeting for this task (Level of Service Workshop) will occur at a scheduled TAC meeting.

**Assumptions:** None.

**Deliverables:** Meeting notes and level of service decisions for storage volume and operational accounting of stored water.

#### **Subtask 4.6 Maintenance and Inspection Activities for Terminal Storage Facility**

**Activities:** As part of the Terminal Storage LOS workshop, obtain input from TAC to define terminal storage operation and maintenance criteria. Recommend how to take a portion of terminal storage facilities off-line to allow for maintenance and inspection activities while keeping other parts of the system operational.

The findings and recommendations from the LOS workshop will be documented in the Draft Operations and Maintenance Criteria memo.

**Meetings:** Meeting for this task (Level of Service Workshop) will occur at a scheduled TAC meeting.

**Assumptions:** A single draft version of the Operations and Maintenance Criteria memo will be prepared; review comments on the draft memo from the TAC will be addressed

and incorporated in the Draft and Final Terminal Storage Evaluation Technical Memorandum.

*Deliverables:* Operations and Maintenance Criteria Technical Memorandum.

## **TASK 5. Evaluate Feasibility of ASR Facilities as Additional Storage**

### **Subtask 5.1 ASR Water Quality Compatibility Assessment with Willamette River Source**

*Activities:* Evaluate the compatibility between source water from the Willamette treatment plant and the native groundwater in the basalt aquifer on Cooper Mountain. The following will be done as part of this task:

- Compile water quality data from the Willamette treatment plant that is representative of the finished water that would be used to recharge ASR wells at the terminal storage sites.
- Compile native groundwater quality from existing data sets for one location, assumed to be the Grabhorn or another well on Cooper Mountain. Compile existing whole rock geochemical information of the Columbia River Basalt Group aquifer in the vicinity of the project and evaluate the potential for adverse geochemical reactions with stored water.
- Complete a PHREEQC water quality compatibility assessment based on the Willamette source and receiving waters, including one data sets for representative well site and run mixing models at different ratios to assess the compatibility of the two waters and assess the potential for precipitation of constituents and/or release of minerals to the stored water that would adversely affect the recovered water's quality or aesthetics.

*Meetings:* None.

*Assumptions:* Existing water quality data are available. This scope of work does not include collection and analysis of samples.

*Deliverables:* The data and analysis for this subtask will be documented in a Technical Memorandum.

## **TASK 6. System Hydraulic Evaluations**

### **Subtask 6.1 Establish Base Hydraulic Model, Hydraulic Design Criteria, and Operating Conditions**

*Activities:* Establish LOS requirements for the new transmission pipeline and reservoir, consisting of the flow rate and hydraulic head desired at each point of withdrawal for TVWD, Hillsboro, Tigard, Tualatin, and Beaverton under normal conditions with reservoir overflow within normal operating band and under emergency conditions with

reservoir nearly empty. Develop a base hydraulic model of the WWSS, including three main sections: main stem from the pump station to the terminal reservoir, the eastern extension from the terminal reservoir (or from the main stem) to the connection with TVWD's 435 Zone, and the western extension from the terminal reservoir to connect to the South Transmission Line (STL) continuing on to connect to the North Transmission Line (NTL) near Highway 26 and Cornelius Pass Road. Establish hydraulic design criteria, consisting of maximum flow velocity and design friction factor.

***Meetings:***

- Confirm software selection at a TAC meeting.
- Conduct an LOS Workshop as part of the scheduled TAC meeting to establish withdrawal points and rates. Final LOS requirements will be confirmed at the following TAC meeting.
- Review hydraulic design criteria as part of scheduled TAC; confirm criteria that will be used to size the pipeline at the following TAC meeting.

***Assumptions:***

- Hydraulic model will be based on a single set of requirements, forecasts, and future demands provided by the Partners.
- Modeling will be conducted in *InfoWater* or similar modeling software.
- The Partners will provide their respective system forecast demands and required diversion locations in a single submittal to HDR.
- Partners will provide a single set of assumed maximum and minimum hydraulic head conditions at the STL and NTL connecting points. Inclusion of the JWC transmission system is not included in this scope of work.
- Distribution system piping to connect the terminal reservoir to the City of Hillsboro distribution system will not be routed or included in the hydraulic model. Anticipated usage will be included as a point withdrawal within the model.
- A single draft version of the Hydraulic Demands memo will be prepared; review comments on the draft memo from the TAC will be addressed and incorporated in the Final Hydraulic Analysis Technical Memorandum (Subtask 6.5) and Draft and Final Preliminary Design Report (Task 15).

***Deliverables:***

- Hydraulic model of the WWSS.
- Draft Technical Memorandum: Hydraulic Demands, Analysis, and Design Criteria.

## **Subtask 6.2 Transmission Alignment and Terminal Site Alternatives and Evaluation**

**Activities:** Evaluate options for connecting to the STL, NTL, and TVWD system and conduct preliminary hydraulic evaluations to support reservoir siting and pipeline routing evaluations. Purpose is to establish overall WWSS configuration and requirements that will be used in the reservoir siting and transmission pipeline routing tasks. Evaluations will consist of the following:

Evaluate two alternatives to connect the WWSS to the JWC system: use of a booster pump station on the western extension to boost flows from the terminal storage reservoir into the STL and NTL and use of control valves on the western extension, STL and NTL to manage flows from the WWSS and JWC. Estimate capital and operating costs for each configuration. Conduct evaluation of non-financial criteria for each configuration. Facilitate Partner selection of preferred configuration during a regularly schedule TAC meeting.

### **Meetings:**

- Establish specific configurations, representative routes, and other assumptions at a TAC meeting.
- Review initial hydraulic modeling results at the following TAC meeting, including preliminary conclusions.
- Confirm results and potential impacts on the terminal reservoir siting and pipeline routing evaluations at the following TAC meeting.
- Estimated costs will be based on unit costs developed in Task 17.2.

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### **Assumptions:**

- Evaluations will be conducted at a single assumed reservoir overflow elevation that will be determined with the Partners.
- Alignment and site alternatives evaluation will be coordinated with Task 3 – Alignment Evaluation and Task 4 – Storage Evaluations.
- Evaluations will be based on the modeling results of Subtask 6.1.
- Connections to partner systems are assumed to be via the main stem, western extension, or eastern extension. Modeling of additional pipelines is not included under this task.
- A single draft version of the Hydraulic Evaluation memo will be prepared; review comments on the draft memo from the TAC will be addressed and incorporated in the Final Hydraulic Analysis Technical Memorandum (Subtask 6.5) and Draft and Final Preliminary Design Report (Task 15).

**Deliverables:** Draft Hydraulic Evaluation of Pipe Alignment and Reservoir Siting Alternatives Technical Memorandum.

### **Subtask 6.3 Minimum and Maximum System Hydraulic Grade lines**

**Activities:** Identify and evaluate operating impacts of minimum and maximum system hydraulic grade lines. Evaluations will consist of the following:

- Evaluate floor elevation of the terminal reservoir based on estimated life-cycle costs for up to three scenarios for the reservoir floor elevation (assume floor elevation will control required sizing of the western and eastern extensions) and up to two scenarios for reservoir height, for a total of up to five scenarios. Diameter of pipelines will be the same in scenarios. Life cycle cost analysis will include capital cost for pipeline and reservoir and potential operating costs for pumping (based on calculated head loss in the hydraulic model of the main stem). This information will be used to support evaluation of terminal reservoir sites. Evaluation will be based on a single representative pipe route for the western and eastern extensions.
- Evaluate up to three short-listed alternatives for the terminal reservoir site and associated piping. Modeling will be conducted for the western and eastern extensions only to determine impact of site elevation and pipeline length on required pipeline diameters. This information will be used to support the evaluation of short-listed alternatives under Task 3. It is assumed that reservoir siting will not affect sizing of the main stem; modeling of the main stem will not be required.
- Evaluate required pipeline sizing for the eastern extension based on a second flow scenario (anticipated to consist of an additional 5 mgd of flow). Evaluation will be based on a single pipeline configuration and will assume a single point of withdrawal for the additional flow. Information will be used to evaluate cash flows and cost shares for individual partners under Task 17.
- Evaluate maximum pressures along the pipeline based on a representative pipeline alignment to support development of design criteria for the 124<sup>th</sup> Project.

**Meetings:** Meetings will be conducted as part of a series of scheduled TAC meetings to cover the following at each subsequent meeting: (i) Establish initial assumptions for evaluations; (ii) present preliminary results; and (iii) confirm final results.

#### ***Assumptions:***

- Life-cycle cost evaluations will be based on a 100-year present value (PV) evaluation.
- Estimated capital costs used in this subtask will be calculated based on unit costs developed under Task 17.
- System hydraulic grade line determinations will be coordinated with Task 3 – Alignment Evaluation and Task 4 – Storage Evaluations.
- Evaluations will be based on the modeling results of Subtask 6.1.

**Deliverables:** Results will be included in technical memoranda prepared for Subtask 6.1.

#### **Subtask 6.4 Appurtenance Hydraulic Requirements**

**Activities:** Determine hydraulic (flow and pressure) requirements associated with appurtenances, including air valve sizing based on hydraulic conditions (i.e., recommendations on placement/separation of air, air release and combination air/vacuum release valves for filling and draining the pipeline); blow-off locations, sizing and discharge rates; isolation valve locations and separations; and buried and surface access facilities.

**Meetings:**

- Criteria will be discussed at a TAC meeting, with HDR providing draft criteria for discussion.
- Draft hydraulic requirements will be presented at a second TAC meeting.
- Final hydraulic requirements will be confirmed at a third TAC meeting.

**Assumptions:**

- Air release valve sizing and location will be based on transient analysis.
- This task does not include developing design guidelines for appurtenances.
- A single draft version of the system requirements memo will be prepared; review comments on the draft memo from the TAC will be addressed and incorporated in the Final Hydraulic Analysis Technical Memorandum (Subtask 6.5) and Draft and Final Preliminary Design Report (Task 15).

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**Deliverables:** Draft Technical Memorandum summarizing system requirements.

#### **Subtask 6.5 Update Hydraulic Model**

**Activities:** Update the main stem, eastern extension and western extension hydraulic models one time based on the preferred reservoir site and pipeline route. Use the updated hydraulic models to confirm pipeline sizing, confirm final system configuration and routing, refine reservoir overflow elevation at the selected site, develop final maximum and minimum hydraulic grade lines for each pipeline segment, and confirm flows and hydraulic heads available at connections to Partner systems.

**Meetings:**

- Present preliminary results at a TAC meeting.
- Confirm final results at a TAC meeting.

**Assumptions:** None.

**Deliverables:** Final Technical Memorandum will be prepared summarizing Tasks 6.1 through 6.5, incorporating the Partners comments and results of Task 6.5 Hydraulic Modeling update.

### **Subtask 6.6 Hydraulic Transient Analyses**

**Activities:** Prepare a hydraulic transient analysis of preliminary design level transmission main alignment and design criteria for the main stem from the pump station at the WTP to the Terminal Reservoir. The critical operating scenarios for the system will be defined in preparation for the transient analysis simulations, which will include simulation of pump power failure and pump startup at the pump station. The results of the analysis will be evaluated to determine whether or not surge control measures are required to protect the system from adverse pressure transients caused by pump power failure and pump startup. If deemed necessary by the results of the analysis, surge control measures will be determined for the pipeline and pump station.

**Meetings:** Assume review of results from transient analysis conducted at scheduled TAC meetings will occur at regularly scheduled TAC meeting.

**Assumptions:** Transient analysis will be based on the preliminary design level documents, including pump station, demands, pipe materials, topography, and anticipated operating conditions. A hydraulic transient analysis model of the system will be constructed using the TransAM hydraulic transient analysis software.

**Deliverables:** Draft and Final Technical Memorandum summarizing the results of the analysis and including recommended surge control measures (e.g., pressurized surge tank, pressure relief valves, vacuum relief valves with controlled venting features, etc.).

### **Subtask 6.7 WWSS Water Quality**

**Activities:** Evaluate WWSS water age and quality from treatment to delivery at the terminal reservoir and the potential need for re-chlorination facilities and/or reservoir mixing systems; determine and optimize reservoir inlet and outlet piping and flow through patterns. Make a recommendation on need for rechlorination.

**Assumptions:** Existing treatment data, including raw and finished water quality parameters, water temperatures, proposed and/or planned changes to treatment processes and impact of potential or measured THMs will be provided by the Partners.

**Meetings:** One meeting, including the Partners Operations and Maintenance personnel and up to three HDR personnel will occur at a scheduled TAC meeting. Water Quality discussion will last up to 2 hours.

**Deliverables:** Draft and Final Technical Memorandum presenting the findings of anticipated water quality within the WWSS, including recommendations for re-chlorination and/or reservoir mixing facilities.

## **TASK 7. Existing Water Intake Facilities Evaluation**

### **Subtask 7.1 Establish Future Demands on the Willamette Supply**

**Activities:** Identify future flows for current and anticipated future partners in the Willamette supply, anticipated to include TVWD, Hillsboro, and the Cities of Tigard, Tualatin, Beaverton, Wilsonville, and Sherwood. Identify required hydraulic head at one delivery point for each partner. Identify planned transmission approach, either through the WWSS, existing transmission lines (e.g., Sherwood transmission pipeline), or future pipelines not yet planned. Divide future demands into two groups: low head group at the existing water treatment plant (WTP) site (anticipated to include Wilsonville, Sherwood, and Tigard) and high head group at the planned new WTP site (anticipated to include TVWD, Hillsboro, Tualatin, and Beaverton).

**Meetings:** Preliminary and final results will be presented at regularly scheduled TAC meetings.

**Assumptions:** Anticipated future flow rates, required delivery head, and planned transmission approach (via the WWSS, existing transmission pipeline e.g., Sherwood pipeline, or future pipeline) will be provided by each current and anticipated future partner.

**Deliverables:** Draft and Final Technical Memorandum discussing planned capacities.

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### **Subtask 7.2 Intake Permitting Analysis**

**Activities:** Review existing and proposed intake facilities and screens in consideration of the Endangered Species Act (ESA) and the potential for listed species to occur in the vicinity of the Willamette River intake. Meet with permit agencies and stakeholders to 1) review existing installation, 2) review the WWSS project goals up to 120 mgd, 3) review concepts associated with meeting the goals and capacity.

Review existing environmental flow studies and related documentation relevant to this reach of the Willamette River including the flow requirements (amount and timing) of key species and communities.

**Assumptions:**

- Hydraulic/Hydrologic modeling is not included.
- Fish screen compliance assessment is not included.

- Design updates and concepts are not included.

***Meetings:***

- Up to two staff will prepare for and attend up to two individual meetings with agencies and stakeholders.
- Ongoing agency and stakeholder coordination will be through the Permit Work Group, as described in Subtask 8.4.

***Deliverables:*** Results of agency and stakeholder meetings will be documented and incorporated into the Permit Strategy (as part of Subtask 8.4) and the risk register.

### **Subtask 7.3 Preliminary Fish Screen Compliance Memorandum**

The existing intake facility was designed and built prior to the most recent (2011) fish screen criteria.

***Activities:*** Review existing Biological Opinion (BiOp) that was prepared by the National Marine Fisheries Service (NMFS) for the existing intake structure on the Willamette River as well as the associated fish screen compliance assessment, other documentation that was submitted to NMFS for the BiOp, and the as-built drawings for the intake and fish screens.

Prepare a Technical Memorandum that will be shared with NMFS and Oregon Department of Fish and Wildlife (ODFW). The Technical Memo will include the following components:

- A summary of the BiOp as it relates to the Willamette Pipeline project, including details of the approval and conditions.
- Summary of existing screen openings and dimension, including comparison to current requirements.
  - A summary of potential modifications that may be required for an increase in withdrawals at the intake, including:
    - A summary of the sweeping and approach velocities that were analyzed for the existing intake and their relation to current compliance criteria
    - A review of the calculations that were previously conducted that could support an increased capacity
    - A general description of the potential modifications to the screen and intake that may be required for an expansion up to 120 mgd
- A recommended approach for permitting the expanded intake including what process would be used to model, design, and complete a fish screen compliance assessment.

The draft Technical Memo will be used to coordinate with NMFS and ODFW on the permitting process. The Technical Memo will then be finalized based on the input from NMFS and ODFW and will be incorporated into the overall permitting strategy.

***Assumptions:***

- Copy of BiOp, proposed design, other material used to support the ESA consultation, and the as-built drawings will be provided.
- Intake and fish screen design modifications are not included

***Meetings:*** Meetings with NMFS and ODFW will occur in Task 8.4.

***Deliverables:*** Draft and final technical memorandum.

## **TASK 8. Cultural and Natural Resources Investigations and Permitting**

***Activities:*** Identification of the permitting-related elements and risks associated with the proposed alignment, crossing and storage alternatives.

***Assumptions:*** The following assumptions apply to Task 8:

- Study area assumed to cover preferred pipeline alignment, three potential reservoir sites (approximately 10 acres per site), and three Tualatin River crossings. It is assumed staging areas will not be defined for this current project phase.
- At least 90 percent of the alignment alternatives will be in existing roadway.
- The deliverables developed as part of this scope can be used to support the design and construction phase permitting efforts; however, permits (other than those required for geotechnical exploration) will not be obtained as part of this phase.

### **Subtask 8.1 Cultural and Natural Resources Investigations**

#### **Subtask 8.1.1 Cultural Resources**

***Activities:***

**Preliminary Studies** – Participation in scoping meetings and analysis to examine a variety of issues affecting the project including: range of applicable state and federal laws and policies; potential permitting requirements; potential tribal consultation requirements and concerns; identification of potential cultural resources scenarios; and likely schedule for completion of cultural resources investigations. Conduct phone calls, emails and/or in person meetings with appropriate state and federal agency and tribal representatives to discuss the project scope, schedule, and potential concerns.

Conduct a data search at the State Historic Preservation Office (SHPO) in Salem, Oregon, in order to identify known or suspected archeological and cultural resources including, archaeological sites, architectural historical properties, historic cemeteries, and Indian burial grounds in and within a one mile radius of the project alternatives. The SHPO research will also include information about previous cultural resource studies that may have been conducted within the vicinity of the project alternatives. Consult historic maps that may be publicly available (including General Land Office maps, historic highway maps, aerial photographs, Sanborn fire insurance maps, and Metsker's maps) in order to identify historic features that may be present in proximity to project alternatives. Analyze landforms, geomorphology, and hydrology in the vicinity of the project alternatives to assess the relative potential of each alternative to affect previously unidentified prehistoric archaeological resources. Review available resources that may be available to identify traditional land use or other cultural resources concerns to the region's tribes.

**Field Verification** – Conduct a field visit of the likely preferred alignment. The field verification will involve driving the preferred alignment to confirm the presence of historic resources where research has indicated that they should be present, and to assess the archaeological potential of areas identified as moderate to moderately high sensitivity during the research.

**Mapping and Desktop Reporting** – Summarize the results of the research and analysis and present the potential risks to cultural resources in two formats. Utilize the results of the research and analysis to produce a cultural resources GIS layer that identifies culturally sensitive locations. Given the sensitive nature of archaeological resource information, Consultant will create buffers around specific site locations. Consultant will also develop a sensitivity scale to represent the sensitivity mapping including 1) high sensitivity (within and immediately adjacent to recorded resources), 2) moderately high sensitivity (landforms known to commonly contain prehistoric sites and at historically mapped features locations), 3) moderate sensitivity (landforms known to occasionally contain archaeological resources and in proximity to historically mapped feature locations), and 4) low sensitivity (on landforms that typically do not contain archaeological resources and highly disturbed locations).

**Meetings:** Up to two staff will participate in up to three meetings to discuss baseline cultural resource conditions with the Partners, SHPO or other cultural resource stakeholders to clarify cultural resource concerns related to the alignment and storage alternatives. Meetings will not exceed three hours in length. These meetings are in addition to those included under Subtask 8.4.

**Assumptions:** Field verification will represent a planning level of effort to further define potential risks. No recordation of historic or archaeological resources will occur.

**Deliverables:**

- Meeting documentation and cultural resource-related coordination.
- A GIS data layer that contains cultural resources sensitivity areas based on the criteria described above.
- A technical report that explains the GIS mapping, details the nature of known and predicted cultural resources potentially affected by the project alternatives, and makes recommendations for additional studies that may be required to satisfy state and federal laws and policies. Information regarding known cultural resources documented in the proximity of the project will be presented in tabular form that includes the resource number/name, resource type, National Register of Historic Places (NRHP) eligibility status, and distance to the various alternatives under consideration.

**Subtask 8.1.2 Natural Resources**

**Review Existing Documents** – Review previously prepared reports and related documents as they relate to natural resources permitting.

**Jurisdictional Wetlands and Waterways** – Using existing information, such as aerial photography and Local Wetland Inventories, identify potential jurisdictional wetlands and waterways including Tualatin River Crossing along the preferred alignment and storage alternatives. Areas will be field-verified, as appropriate.

**Species and Habitats of Concern** – Using existing information, conversations with resource agencies and other stakeholders, the Oregon Biological Information Center database and knowledge of the project area, identify the locations of species and habitats of concern along the preferred alignment and storage alternatives with the potential to affect the permitting process.

**Other Important Natural Resources** – This category is intended to include natural resource features that either overlap with the above categories but may have a different regulatory or public involvement concern, or that may be missed by the above categories. Features such as public parks and open space, Clean Water Services' Vegetated Corridors, and other local jurisdiction natural resource requirements will be covered using existing information, conversations with agencies and stakeholders, and field-verification as appropriate. The intent is to cover those topics that may pose a public involvement and/or permitting risk.

**Evaluate Alternatives** – Natural resources will be evaluated in terms of the potential challenges to alignment permitting. Evaluation will emphasize the relative magnitude of

impact from one alternative to the other, with the goal of ranking the alternatives with respect to natural resources.

**Support Preferred Alignment Design** – Using the preferred alignment corridor, support impact avoidance and minimization related to natural resource areas. Additional field work will focus on areas of critical concern as they relate to preparation of the 30 percent design submittal. Refinements of mapped resources will occur as budgeted to support critical design decisions.

Based on the preferred alignment and design criteria, prepare a memo summarizing the potential and general mitigation requirements. Memo to include information related to in-water work periods and other natural resource-related schedule considerations.

**Meetings:** General meetings will be conducted as part of scheduled TAC meetings. In addition, up to four meetings four hours in length will be conducted to develop permitting strategy outside TAC meetings.

**Assumptions:**

- Species-specific surveys, wetland delineations, and functional assessments are not included in this scope of work.
- Field verification, if required, would be at a reconnaissance/planning level of effort to further define potential risks and mitigation strategies.
- Field verification time has been budgeted based on three – eight hour field days for two biologists.
- Formal permitting report deliverables such as wetland delineation reports, compensatory wetland mitigation plans, local land use natural resource overlay code compliance documentation, etc. will not be conducted.
- Permit-level mapping of project elements will not be conducted.
- Report deliverable will not constitute sufficient level of resource mapping and documentation suitable for permit submittals.
- Design support will be based on the impact footprint that defines estimated temporary and permanent impacts.
- Mitigation will not be addressed as part of this task.

**Deliverables:**

- Draft and Final Natural Resources Existing Conditions Report.
- Draft and Final Impacts and Mitigation Memo based on the preferred alignment.
- Natural resource-related GIS layers.

## Subtask 8.2 Land Use

### *Activities:*

**Preliminary Land Use Analysis Memorandum** – Coordinate with local planning staff at each jurisdiction to obtain and confirm existing zoning information and identify key issues for each of the jurisdictions in the vicinity of the corridor. Schedule and conduct one meeting with each jurisdiction. Upon completion of the coordination meetings, prepare a DRAFT Preliminary Land Use Permitting Memorandum that describes the results of the land use review and planning staff coordination and identifies concerns regarding the land use process for each preliminary alternative. The draft and final summary memorandum will include the following:

- Summary of planning staff meetings, identifying areas of concern either from community impact or regulatory (land use) positions;
- Zoning Maps of the project area, identifying zoning by jurisdiction and issue areas identified during the jurisdictional meetings. Where applicable, locations where construction is already planned to occur, such as with the 124<sup>th</sup> Avenue extension, will be identified on the maps;
- Land use matrix identifying the relevant land uses that could be affected. The matrix will include the jurisdiction; land use zone; potential land use approval process for above and below ground components of the project (allowed use, conditional use, or not allowed); and other information, as applicable, that identifies requirements for land use approval along the corridor.
- Analysis of Tualatin Ordinance that applies to utility development along Tualatin River.

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The Final Land Use Analysis Memorandum will be the basis for identifying the potential land use regulatory process and provide information to the engineering design team about potential land use issues that could affect the design.

**Land Use Permitting Strategy Memorandum** – Upon selection of the Preferred Alignment, Consultant will revise the land use regulatory matrix developed in the Final Land Use Permitting Memorandum to identify the zoning and anticipated regulatory process for the selected alternative. Consultant will develop a DRAFT Land Use Permitting Strategy Memorandum that identifies the jurisdiction, zone, and approval process. For each jurisdiction, the Consultant will identify the permit submittal requirements, approval timeline, and assess the level of complexity for each land use action necessary to construct the corridor. This information will help inform an overall permitting strategy for the Preferred Alternative. Consultant will schedule and coordinate one series of meetings (up to ten) with individual jurisdictions during this task. Upon completion of the coordination meetings, Consultant will submit the DRAFT Land Use

Permitting Strategy Memorandum to the Partners for review that incorporates the information described above and the jurisdictional coordination. Based on the Client's feedback, the Consultant will revise the DRAFT Land Use Permitting Strategy Memorandum and provide a final memorandum to the Client.

**Coordination with Design and Project Team** –Results of the land use investigation will be shared with the design and project team. This task includes land use coordination related to the development of the base map and the development of the criteria that will be used to evaluate the alignments, crossings, the storage sites and the intake facility upgrades.

**Meetings:** Schedule and coordinate up to two meetings with each individual jurisdiction listed below. Assume each meeting will last up to one hour and two people from the HDR team will attend each meeting. Document the outcomes of the meetings and incorporate into the deliverables described above. Assume meetings with the following jurisdictions:

- Clackamas County
- Washington County
- City of Wilsonville
- City of Tigard
- City of Tualatin
- City of Beaverton
- City of Sherwood
- City of Hillsboro
- King City
- Clean Water Services

***Deliverables:***

- Meetings and meeting summaries with local jurisdictions
- Draft and Final - Preliminary Land Use Analysis Memorandum
- Draft and Final - Land Use Permitting Strategy Memorandum

### **Subtask 8.3 Develop Permitting Strategy**

**Activities:** Develop a Permit Acquisition Strategy to advise the Partners regarding natural resource, cultural resource and land use permits, permitting requirements, and schedule. The Permit Acquisition Strategy will incorporate the cultural and natural resource and land use information to inform the permitting process, critical path elements, and risk associated with the permit acquisition strategy.

The preliminary Permit Acquisition Strategy will be prepared to guide the pre-design permitting efforts and secure the corridor. Preliminary draft will include the following elements:

- List of required permits
- Input into project schedule to identify critical path permit tasks
- Anticipated information needs necessary to complete the permit application process
- Coordination strategy for key stakeholders
- Key milestones and decision points
- Permitting issues and requirements associated with different alignment options and terminal storage sites

The final Strategy will be prepared to support the permit acquisition phase that will follow the pre-design phase. The Final Strategy will include the following elements:

- Permitting risks and opportunities associated with segmenting the development of the WWSS
- Anticipated permitting costs and processing timelines specific to the preferred alignment
- General mitigation requirements and opportunities
- Recommendations on when and how best to proceed with each of the required permits.

***Meetings:***

- Attend up to three regularly scheduled TAC meetings to discuss the Permit Acquisition Strategy.
- Attend up to two external meetings with USACE to discuss federal requirements related to the Intake, wetlands, and the Tualatin River crossing.

***Assumptions:***

- Meetings with Partners will occur at regularly scheduled TAC meetings.
- Permit acquisition, other than those required for pre-design explorations, are not included in this scope.
- Preliminary draft Permit Acquisition Strategy will be revised per one set of Partner comments.
- Final Permit Acquisition Strategy will be finalized per one set of Partner comments.

***Deliverables:***

- Draft and Final Permit Acquisition Strategy
- Tualatin River Crossing Permit Strategy.

### **Subtask 8.3.1 Tualatin River Crossing Permitting Strategy**

**Activities:** Prepare standalone memorandum describing permitting issues and risks at up to three locations for crossing the Tualatin River. Summarize current understanding of issues and requirements related to natural resource, cultural resource and land use requirements at each location. Incorporate the cultural and natural resource and land use information to inform the permitting process, critical path elements, and risks associated with the permitting a Tualatin River Crossing. Memorandum will be used to inform selection of crossing location and as a basis for discussions with Permit Work Group for the Tualatin River crossing.

**Meetings:** Meetings will occur as part of regularly scheduled TAC meetings and at strategy meetings included in Task 8.1.2. Meetings with Agencies will be included in Task 8.4.

**Assumptions:**

- Permit acquisition is not included in this scope of work.

**Deliverables:**

- Draft and Final Tualatin River Crossing Permitting Strategy Memorandum.

### **Subtask 8.4 Establish and Facilitate Permit Work Groups**

**Activities:** Establish Permit Work Groups made up of representatives from the relevant state, federal, local, and tribal agencies. Goals of the Work Group include:

- Solicit input from and provide feedback to agencies regarding Permit Acquisition Strategy.
- Facilitate long-term support of the permitting process.

The Work Group will provide the structure for gaining long-term buy-in on the Permit Acquisition Strategy, the range of suitable mitigation measures, and likely permit conditions with the agencies. The Work Group will place boundaries around the potential range of permit conditions and mitigation actions in an effort to reduce uncertainty to the Partners while maintaining project flexibility through the planning and design process.

As part of the Work Group coordination, initiate communication with Native American tribes by contacting the Commission on Indian Services, who will verify the appropriate tribes with whom consultation should occur. It is anticipated that this may include the Confederated Tribes of the Grand Ronde, the Siletz Tribe, and possibly the Confederated Tribes of Warm Springs. Facilitate communication between the tribes and the Partners

regarding the cultural importance of the area and specific information that the tribes may request regarding the scope of the project.

**Assumptions:** Ultimate goal in this effort is to obtain agreement on the permitting process and the approach to take on our applications, i.e. criteria to meeting, modeling, etc. Meetings will be up to three hours in length.

**Meetings:**

- The following three permit work groups will be formed. Two meetings will be held with each permit work group.
  - #1: Willamette Intake Working Group
  - #2: Tualatin Crossing Working Group
  - #3: Reservoir and Pipeline Working Group

Suggested meeting topics are anticipated to be as follows:

- #1: Kick-off - Introduction to the Project and the Permit Work Group and Permit Strategy
  - #2: Alignment Alternatives, General Conditions within the Corridor, Proposed Selection Criteria
  - #3: Preferred Alignment, Impacts, Mitigation, Final Permit Strategy
- In addition to Work Group Meetings, conduct one two hour individual meeting with each of the following groups:
    - USACE
    - Fishery Regulatory Agencies including USFW, NMFS, and ODFW
    - Wildlife Refuge Agencies including USFW and ODFW
    - ODEQ
    - Two additional environmental associates such as Tualatin River Keepers.

**Deliverables:**

- Invitations to agencies and stakeholders to join the Work Groups.
- Meeting materials (agendas, presentations, summary and read-ahead information) and decision-point documentation meetings.

## **TASK 9. Develop Transmission System Design Guidelines**

### **Subtask 9.1 Transmission Pipeline Design Guidelines**

*Activities:* Develop specific design guidelines for future designs and standard details (Task 9.9), and specifications (Task 9.10) for the WWSS transmission pipeline, including:

- **Pipe wall thickness** – evaluate and provide guidelines for recommended pipe wall thickness for varying conditions along the pipeline considering: internal pressures – normal and surge, allowable tension in steel; external loadings – future, construction, impact loading; thermal expansion and contraction; allowable deflection; geohazards and seismic; and handling.
- **Trench design** – develop guidelines and recommendations for trench design considering: pipe support; trench width; pipe zone materials; pipe bedding materials; trench backfill materials; compaction; trench foundations; rock construction; trench surfacing – temporary and permanent; minimum cover – temporary and permanent ; control of water; cut off walls; and separations from adjacent pipelines and utilities. Provide guidelines for trench shoring and sloping requirements, and contractor staging areas and work zones.
- **Pipe joints** – develop guidelines and recommendations for pipe joints considering: welded joints; couplings; flanges; expansion and contraction joints; dissimilar materials; and special connections.
- **Fittings** – develop guidelines and recommendations for fittings considering: elbows; miter end cuts; deflections; outlets, reducers, branches, tees, laterals, and crosses; and anchor rings; and thrust restraint.
- **Cathodic protection** – provide guidelines and recommendations for cathodic protection and monitoring considering: site conditions; groundwater; stray current; test stations; and long term maintenance considerations.
- **Linings and coatings** – evaluate and provide guidelines and recommendations for coatings and linings considering: corrosion protection; flexible lings for seismic areas; coatings for fittings and appurtenances; field application and repairs; inspection and testing.
- **Disinfection and testing** – provide guidelines and recommendations for disinfection considering: long term in-ground pipe storage; disposal of test and storage water; and leak testing.

*Meetings:* Discussions and coordination of design guidelines will occur at regularly scheduled TAC meetings.

*Assumptions:* Design guidelines will be based on industry practice, AWWA Standards and Manuals, ASCE Manuals of Practice, and other references as appropriate.

**Deliverables:** Provide one preliminary, one intermediate, and one final submittal, consisting of five hard copy guidelines, and one DVD, with documents in PDF and MS Word format.

## **Subtask 9.2 Transmission Pipeline Appurtenance Design Guidelines**

**Activities:** Develop specific design guidelines and provide recommendations for pipeline appurtenances that will be used to develop future designs and standard details (Task 9.9), and specifications (Task 9.10) for the WWSS transmission pipeline, including:

- **Access manways** – develop guidelines for spacing, locations, maintenance access; worker safety; confined space considerations; ladders; hatches and lids; and pipe supports.
- **Air release and air/vacuum valves** - develop guidelines for sizing, spacing, locations, coordination with surge analysis, draining and filling requirements, venting capacity, redundancy, and vent piping configurations.
- **Blow-offs** – develop guidelines for blow-off locations, sizing, configurations, vaults, access, worker safety and protection, valves, drainage, disposal of water, and maintenance recommendations.
- **Mainline valves** – develop recommendations and guidelines for mainline valves, including size, type, location, spacing, actuators, operations, worker safety, vaults, direct burry, shut off time, transient considerations, and maintenance.
- **Insulating joints** – provide recommendations and guidelines regarding locations and type of insulating joints including gaskets, washers, sleeves, materials, durability, maintenance, replacement considerations, installation, and testing.
- **Manholes and Vaults** – develop general guidelines and recommendations for manholes and vaults that will be installed along the alignment. Consider standards for materials, size, hatches and lids, ladders, depth, accessibility and worker safety, confined space entry, pipe support, drainage, and backfill and compaction.

**Meetings:** Presentation of design guidelines will occur at regularly scheduled TAC meetings. Conduct two work group meetings up to 2 hours each to discuss and develop requirements for design guidelines.

**Assumptions:** Freeze protection guidelines are not included in the scope of work.

**Deliverables:** Provide preliminary, one intermediate and one final submittal, consisting of five hard copy guidelines, and one DVD, with documents in PDF and MS Word format.

### **Subtask 9.3 Trenchless Crossings Guidelines**

*Activities:* Develop design guidelines for willow and deep trenchless crossings, including the Tualatin River Crossing, major roadways where open cut installation will not be acceptable, railroads, and creeks, drainages, or wetlands. Identify casing size and materials, casing joint, installation tolerances, optimal length, carrier pipeline installation details, annular space backfill requirements, and corrosion protection details. Develop preliminary guidelines for trenchless to open cut transitions and shaft entry and exit details. For deep shafts, develop design guidelines for pipeline tunnel to shaft transition, thrust restraint, and shaft backfill.

*Meetings:* Conduct a trenchless construction methods workshop at a regularly scheduled TAC meeting to discuss and finalize the preliminary guidelines.

*Assumptions:* None.

*Deliverables:* Draft and Final Trenchless Crossing Guidelines.

### **Subtask 9.4 Seismic Design Guidelines**

*Activities:* Develop design criteria and recommendations for future designers applicable to the transmission pipeline that provide for a Cascadia Subduction Zone or localized earthquake event. Intent of the design criteria is such that the system remains operable following a design event. Design considerations could include materials, alignment, and ground improvement, joints, pipe depth and backfill, design of appurtenances, location of isolation valves, and pipe lining and coatings. Details will be included in Task 9.2.

*Meetings:* Discussions and coordination of design guidelines will occur at regularly scheduled TAC meetings.

*Assumptions:* None.

*Deliverables:* Draft and Final Technical Memorandum.

### **Subtask 9.5 Geotechnical**

#### **Subtask 9.5.1 Geotechnical Design Guidelines**

*Activities:* Provide recommendations and guidelines to address geotechnical conditions identified during the geotechnical evaluation task of this project. Provide geotechnical input into tasks 9.1 through 9.4 regarding subgrade preparation, foundation material, pipe bedding, pipe zone and backfill materials and configurations. Develop pipe loads and modulus of subgrade reaction based on expected subgrade, trench wall, and backfill material properties. Characterize the rock mass to identify anticipated behaviors during trench excavation. Identify and develop recommendations in transition zone from soil to

rock. Review pipe thrust loading and orientations and identify geotechnical requirements for thrust restraint.

**Meetings:** Discussions and coordination of design guidelines will occur at regularly scheduled TAC meetings.

**Assumptions:** A single draft version of the Geotechnical Design Guidelines memo will be prepared; review comments on the draft memo from the TAC will be addressed and incorporated in the Final Preliminary Design Report (Task 15).

**Deliverables:** Draft Technical Memorandum summarizing geotechnical design guidelines.

### **Subtask 9.5.2 Geotechnical Design for Terminal Reservoir**

**Activities:** Evaluate foundation requirements for the Terminal Reservoir site. Prepare a technical memorandum that will provide geotechnical discussions and conclusions for the following:

- Project reservoir location;
- Anticipated subsurface conditions and tank foundation design;
- Considerations related to backfill and foundation drainage if appropriate;
- Site slope stability assessment, both upslope and downslope;
- Rock excavation;
- Identification of major risks to reservoir site;
- Access roadway cut and fill recommendations;
- Probable construction methods, and constructability issues;
- Site constraints; and
- Recommendations for key specification requirements.

**Meetings:** Discussions and coordination of design guidelines will occur at regularly scheduled TAC meetings.

**Assumptions:** A single draft version of the Geotechnical Design Guidelines memo will be prepared; review comments on the draft memo from the TAC will be addressed and incorporated in the Final Preliminary Design Report (Task 15).

**Deliverables:** Draft Technical Memorandum summarizing geotechnical design guidelines.

### **Subtask 9.6 Utility Crossings**

**Activities:** Provide specific geometric design guidelines related to installations crossing and parallel to different types of utilities and protection of proposed water transmission

facilities related to existing or future utilities. Provide specific geometric design guidelines related to nearby impressed current systems or other sources of ground current. Provide design guidelines for alternating current interference for pipelines that run parallel or cross high voltage overhead power lines. Develop guidelines for achieving Quality Level A through Quality Level D for identifying existing utilities specific to the project but based on criteria established in ASCE Standard 38-02.

**Meetings:** These guidelines will be discussed at a regularly scheduled project meeting.

**Assumptions:** None.

**Deliverables:** Draft and Final Utility Crossing Design Guideline Table.

### **Subtask 9.7 Long-term Maintenance Procedures**

**Activities:** Develop processes and procedures necessary to maintain the WWSS to provide a long service life. Develop monitoring plans and procedures to determine water quality and predict the need for possible system flushing or chemical addition to assure appropriate water quality. Define inspection intervals for system components including pipelines, reservoirs, valves, air valves, pumps, motors, meters and other facility appurtenances. Define access requirements for personnel and equipment needed to perform periodic inspections and assessments. Develop processes and procedures to remove and replace facilities out of and into service to accommodate scheduled and unscheduled inspections. Develop exercising plans and procedures for equipment such as valves to assure they are operable when needed.

**Meetings:** Discussions and coordination of design guidelines will occur at regularly scheduled TAC meetings.

**Assumptions:** It will be acceptable to periodically remove system components from service.

**Deliverables:** Draft and final long term maintenance procedures.

### **Subtask 9.8 Future Condition Assessment Procedures**

**Activities:** Develop guidance on how the proposed facilities can be assessed related to the condition of the system components. Guidance will include provisions to monitor and inspect the pipelines and facilities over time. Guidance will be established to provide access to pipelines, reservoirs and facilities. Provision will be identified to allow for components that will be taken out of service as appropriate for inspection and evaluation. Flow meters will be identified to allow for system monitoring and trending. Startup and commissioning procedures will be developed to establish baseline data for critical/representative segments of pipe and for critical equipment.

*Meetings:* These criteria and procedures will be discussed at a regularly scheduled project meeting. Graham Bell will be in attendance at that meeting.

*Assumptions:* None.

*Deliverables:* Draft and Final Condition Assessment Procedures.

### **Subtask 9.9 Develop Preliminary Design Details (Pipeline and Appurtenances)**

*Activities:* Based on guidelines and recommendations developed in Task 9.1 through 9.6, develop preliminary design details for the following pipelines and appurtenances. Details will be developed to a level that can be used to create consistency among future phases of design for the transmission line project.

- **Pipeline details** – including lap welds, double lap welds, butt welds, butt strap welds, flanges, joint field coatings, shop coatings bell and spigot, outlets, reinforcement, deflections, miter cut bends, couplings for partner connections, and fabricated fittings.
- **Pipe trench details** – including trench sections for granular backfill and CLSM, trenches in rock, trench foundations, common trenches with parallel conduits, trench separation, trench cut off walls and drains, and utility crossings.
- **Transmission line valve details (large diameter)** – including butterfly valves (buried and in vault), valve vaults, valve operator extensions, hatches and lids, and valve boxes.
- **Air release and air/vacuum assemblies** – including vault, vent pipe, valves, vent cover, and configuration.
- **Blow-off assemblies** – including vault, valves, air gap, and configuration.
- **Pipeline markings** – including tracing wire, marker post, monumentation, record drawing considerations that include location and identifying constructed facilities with a special emphasis on buried devices that require maintenance such as anodes.
- **Corrosion control details** – including joints bonds, cathodic protection, isolation joints, test stations, anodes, marker posts, exothermic welds, and ID tags.
- **General Notes** – including standard notes specific to details developed in this task.

#### *Assumptions:*

- Design details will not be developed for surface restoration above subgrade. Surface restoration such as roadway sections, sidewalks, landscaping, pavement patching and other jurisdiction specific requirements will be provided by the jurisdiction that the pipeline passes through at the time of final design.
- Small diameter pipe details will be based on TVWD and Hillsboro standard details and specifications.

- Design details and specifications for erosion control, traffic control, drainage, and other incidental work items will not be developed. Such details will be provided by the jurisdiction that the pipeline passes through at the time of final design.
- To avoid duplication of costs, details developed for SW 124th Avenue will be used as basis for Program Guidelines.

**Meetings:** Monthly meetings at TAC, including O&M personnel; include up to three HDR staff. Meeting will not exceed two hours. Meetings will coincide with Subtasks 9.1 through 9.4.

**Deliverables:** Provide preliminary, one intermediate and one final submittal, consisting of five hard copy guidelines, and one DVD, with documents in PDF and AutoCAD format. Details will be 8.5" x 11" format.

### **Subtask 9.10 Develop Preliminary Specifications (Pipelines and Appurtenances)**

**Activities:** Develop preliminary guide specifications for pipelines, appurtenances, construction and pipeline operations including those developed in Subtasks 9.1 through 9.4. The following technical specifications will be developed for general pipeline and appurtenances.

- Develop specifications for the following Specifications:
  - Division 09 – Finishes
    - 09 91 00 – Painting and Protective Coatings
  - Division 31 – Earthwork
    - 31 21 33 – Trenching, Backfilling, and Compacting for Utilities
    - 31 23 00 - Earthwork
  - Division 33 – Utilities
    - 33 05 16 – Precast Concrete Manhole Structures
    - 33 05 23.13 – Horizontal Directional Drilling
    - 33 05 23.16 – Pipe Jacking
    - 33 05 23.19 – Microtunneling
    - 33 09 10 – Instrumentation and Control for Water Utilities
  - Division 40 – Process Integration
    - 40 05 05 – Equipment: Basic Requirements
    - 40 05 16 – Pipe Support Systems
    - 40 05 23 – Valves: Basic Requirements
    - 40 50 30 – Check Valves
    - 40 50 35 – Miscellaneous Valves

**Meetings:** Specifications will be discussed during regularly scheduled TAC meetings.

**Assumptions:** The specifications will follow the 46 Division Master Format 2013 (6-digit specifications). Specifications developed for SW 124<sup>th</sup> Avenue will be used as basis for Program Guidelines.

**Deliverables:** Provide one preliminary, one intermediate and one final submittal, consisting of five hard copy guidelines, and one DVD, with documents in PDF and MS Word format.

## **TASK 10. Utility Coordination**

### **Subtask 10.1 Identify Public and Private Utilities**

**Activities:** Identify public and private major utilities impacted by proposed improvements along the pipeline Alignment Alternatives. Gather and review existing topographic surveys and utility mapping, inventory utilities and potential conflicts, and consult with the various agencies, municipalities and utility companies relative to potential conflicts.

**Utility Identification and Consultation** – Identify public and private utilities impacted by proposed improvements along the pipeline Alignment Alternatives. Conduct up to four total initial teleconference kick-off meetings with agency/utility representatives to review proposed work along the Alignment Alternatives. Each call will include multiple agencies.

**Records Research** – Gather utility facility mapping and GIS data, as-built drawings, standard drawings, and service plats where available. Integrate each utility's main transmission facilities information schematically into pipeline alignment corridors with color coding to identify different utilities.

**Site Reconnaissance Verification** – Perform site reconnaissance of the project area to observe visual evidence of underground utility facilities and verify utility provided facility map(s).

#### **Meetings:**

- Conduct initial teleconference kick-off meetings with agency/utility representatives to review proposed work along the pipeline Alignment Alternatives.
- Conduct up to twenty individual follow-up consultation meetings with agency/utility representatives to review available utility data, mapping, site conditions, and utility interests/concerns. Meeting last up to one hour in length. Location: Local utility/agency offices, or HDR team member Portland office.

**Assumptions:** Consultant assumes meetings with the following jurisdictions:

- Clackamas County
- ODOT

- Washington County
- City of Wilsonville
- City of Sherwood
- City of Tualatin
- City of Tigard
- City of Beaverton
- City of Hillsboro
- Tualatin Valley Water District
- Clean Water Services
- Northwest Natural
- Kinder/Morgan
- Portland General Electric
- Bonneville Power Administration
- Century Link
- Qwest
- Verizon
- Comcast

***Deliverables:***

- Technical memorandum providing inventory and quantitative (relative number and length) comparison of potential impacts to utilities for each Alignment Alternative.
- Map identifying major utility impacts for each Alignment Alternative.
- Communication documents such as copies of email, telephone memos, and/or formal correspondence of significance to the project.

**Subtask 10.2 Utility Records Database**

***Activities:*** Develop and maintain a formal database and records of utility information collected under Task 10.1. Catalog, organize, and bind in booklet form (3-ring binder) obtained facility information (utility records, facility maps, sketches, drawings, diagrams, interview notes, facility site photos and the like). Compile and update available GIS data into GIS database.

***Deliverables:*** Facility information booklet and GIS database updates.

**TASK 11. Agency and Municipality Coordination**

**Subtask 11.1 Coordination Assistance**

***Activities:*** Provide assistance in coordination with various agencies and municipalities affected by proposed improvements. Develop list of primary agencies and municipalities to provide coordination assistance with the TAC and develop designated contacts from each.

Confirm general communications protocol for coordinating assistance for email, phone, and mail communications with agencies, municipalities, and the public involvement consultants, relative to the communications plan developed for the overall project management plan.

Participate and coordinate with the Partners in contacting and coordinating design and information meetings with various agencies and municipalities with a vested interest and permitting component of the WWSS.

***Meetings:***

- Initial coordination assistance protocol will be determined at TAC meeting.
- For each agency / municipality, participate in one meeting one hour in length, including up to two HDR team members.

***Assumptions:***

- Assume that a maximum of thirteen agencies and municipalities will be involved including: Washington County, Clackamas County, Cities of Beaverton, King City, Sherwood, Tigard, Tualatin, Wilsonville, ODOT, DEQ, Clean Water Services, Metro, Tualatin Hills Park and Recreation District. Other agencies may be identified by the TAC, and a determination will be made whether the additional agency(s) will affect overall level-of-effort.
- This task does not include coordination regarding land use planning. Land use planning is included in Task 8.
- TAC will be the overall communications lead with agencies and municipalities.

***Deliverables:*** Meeting agenda and notes for each agency/municipality meeting.

**Subtask 11.2 Agency and Municipality List of Issues**

***Activities:*** Develop and maintain a list of issues associated with each agency and municipality. Maintain list in database developed under Subtask 11.3. List will include agency/municipality; project component (intake, southern transmission, northern transmission, terminal reservoir); specific permit; date and title of meeting where the issue was identified; status of issue (resolved, unresolved). Track decisions in the project decision log.

At a minimum, the list of issues in the database will be reviewed formally as part of the process of identifying upcoming decisions to be reviewed with the TAC. At least one week prior to the quarterly decision-status meetings, an "Issues List" summary table will be provided to the TAC. An issue will only be defined as "Resolved" with TAC approval.

***Meetings:*** Discussions with TAC on list of issues is assumed to be conducted as part of quarterly decision-status meetings.

***Assumptions:***

- Issues identified in other meetings or venues outside of HDR’s direct participation, will be forwarded on to HDR by the TAC or public involvement consultant if the TAC would like to formally track the issue or comment.
- Comments on the Issues List Summary Table will be addressed by making appropriate changes to the information in the database.

***Deliverables:*** Quarterly “Issues List” Summary Table.

**Subtask 11.3 Records Database – Municipal and Agency Information**

***Activities:*** Develop and maintain a formal database and records of agency and municipality information. Create an Excel -based log of coordination assistance provided for each agency. The database will be structured to be sorted and queried by: agency/municipality; project component (intake, southern transmission, northern transmission, terminal reservoir); specific permit; date and title of meeting where the issue was identified; status of issue (resolved, unresolved). Track decisions in the project decision log.

Maintain a record of information provided by each agency and municipality during the course of the project. The information source will be recorded in standard reference/ bibliography format in the database. The specific information (e.g. paper map, GIS layer, report) will be copied digitally (assuming permission to copy is granted by the owner) and stored on a SharePoint site developed, hosted and maintained by HDR. The SharePoint site will be structured to allow access to anyone approved by the TAC. A meeting will be conducted with the TAC to get input on the desired features, general structure, and accessibility to the SharePoint site.

***Meetings:*** Initial meeting to discuss SharePoint site structure and general features.

***Assumptions:*** TAC members will have ability to access SharePoint site.

***Deliverables:***

- Excel--based data log of coordination assistance provided for each agency
- SharePoint site for storing records and other information provided by agencies and municipalities.
- Reference record/bibliography of sources of information included in the SharePoint site. This will be included in the Excel- or Access-based database.

## **TASK 12. Value Engineering Support**

### **Subtask 12.1 Value Engineering Meetings**

*Activities:* Participate in VE study provided by Partners. Attend initial half-day presentation by VE team. Attend VE Team Design team meeting. Provide design information to VE Team. Review VE Study recommendations. Prepare response to recommendations.

*Meetings:*

- VE Kick-off Meeting – up to four HDR team members for four hour workshop.
- VE Recommendations Meeting - up to four HDR team members for two hour meeting.

*Assumptions:* Design efforts to incorporate or address VE recommendations are not included in this scope. VE workshop will not exceed four hours.

*Deliverables:*

- Design information (in PDF format) will be used as basis for VE Study.
- Response Memorandum to respond to VE recommendations.

## **TASK 13. Corridor and Property Acquisition Identification and Support**

### **Subtask 13.1 Strategy to Secure Public Right of Way and Easements**

*Activities:* Determine desired and minimum easement or right-of-way requirements for the pipeline and appurtenance structures. For preferred alignment, identify rights of way or easements needs for each jurisdiction that the project passes through. Determine approach that will be needed in each public jurisdiction to secure the right-of-way. Document the strategy in Technical Memorandum.

*Meetings:* Meet with each jurisdiction to develop approach that will be used to obtain approval to construct the project in public rights of way. Each meeting will last up to one hour and will include up to two HDR engineers.

- Clackamas County
- Washington County
- City of Wilsonville
- City of Sherwood
- City of Tualatin
- City of Tigard
- City of Beaverton

- King City
- Clean Water Services
- ODOT
- Metro

***Deliverables:*** Technical Memorandum that describes right-of-way or easement requirements along the corridor and outline process for obtaining approvals to construct within the rights of way.

### **Subtask 13.2 Strategy to Secure Private Property and Easements**

***Activities:*** Based on worked performed in other tasks, identify private property that will be needed for this project. Obtain Title Reports for each property and review reports for encumbrances that could impact future development of the project components. Prepare Technical Memorandum that includes the following elements for each parcel: tax lot number, tax lot map, zoning, encumbrances from Title Report, existing ownership, and area of property required to construct project based on Preliminary Design.

***Meetings:*** Meetings conducted as part of scheduled TAC meetings.

***Assumptions:*** Assume up to six parcels will be considered for acquisition or permanent easement. No contacts or coordination with property owners will be conducted.

***Deliverables:*** Technical Memorandum identifying easement/right-of-way requirements needed for construction and maintenance of the pipeline and appurtenances.

### **Subtask 13.3 South Cooper Mountain Coordination**

***Activities:*** Coordinate with South Cooper Mountain Master Plan, City of Beaverton, and Washington County to identify preferred alignments through Master Planned Area and location of terminal storage reservoir.

***Assumptions:*** Assume Master Plan will not be finalized until preliminary routing and reservoir siting have been completed.

***Meetings:*** Conduct up to three two hour coordination meetings with South Cooper Mountain Master Plan Team. Assume up to three HDR engineers or planners will attend each meeting.

***Deliverables:*** Meeting agenda and notes to document coordination discussions and any decisions/agreements.

### Subtask 13.4 Legal Descriptions and Easement Exhibits

*Activities:* Provide legal descriptions and exhibits for properties and easements identified for agreements and/or acquisition.

*Assumptions:* Assume up to ten legal descriptions and exhibits will be prepared for the preferred alignment and reservoir locations. Legal descriptions and exhibits for the treatment plant, intake, and pump station are not included in this scope of work.

*Meetings:* None.

*Deliverables:* Legal Descriptions and Exhibits

### TASK 14. Public Affairs and Public Outreach Support

*Activities:* Participate in up to fourteen public affairs (PA) and public outreach related meetings and coordinate with PA consultant to provide technical materials for the project PA efforts. Public affairs meetings could include internal or external meetings will be determined by the project team in coordination with the PA consultant.

*Meetings:* Up to twelve meetings including public meetings and bi-monthly meetings to discuss coordination and technical materials. Up to four HDR team members will attend each meeting. Meetings are assumed to last up to two hours each.

*Assumptions:* PA support will include maps and figures of the pipeline elements for public meetings. Maps generated under Task 2 will be used for meetings.

*Deliverables:* Maps and figures of pipeline elements for public involvement.

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### TASK 15. Preliminary Design

#### Subtask 15.1 Preliminary Design Report (PDR)

*Activities:* Prepare a Preliminary Design Report (PDR) that summarizes design information and decisions that will be used as the basis of design for preliminary Engineering for the transmission pipeline and terminal reservoir. The PDR will include work documents by reference, inclusion, or appendix of other work elements developed during the routing study, cost estimating or other tasks completed under this Scope of Work and will serve as the baseline for development of future final design packages.

The PDR will include:

- **Executive Summary** – introduction, project background, purpose and objectives, project delivery strategy, summary of hydraulic requirements, capacity goals and

requirements, summary of costs, map of preferred alignment and reservoir site, and discussion of permitting and other project risks.

- **General Basis of Design** – hydraulic requirements, reservoir elevations and head requirements, capacity goals, diversions and connections to partner systems, pipe sizes, materials, coatings, corrosion protection, and other guidelines defined by this project.
- **Project Schedule and Phasing** – project phasing summary and schedule based on work developed in Task 16. Expand upon Task 16 work to include coordination between construction packages, connections between packages, and construction package testing and acceptance criteria. Task 16 work product will be included as an Appendix.
- **System Hydraulic Profile** – Hydraulic profile of the preliminary design system from the high service pump station at the WTP to the Terminal Reservoir and from the Terminal Reservoir along the Eastern and Western extensions identifying static, minimum, and maximum HGLs, pipeline pressures, pipe sizes, and flow rates.
- **Terminal Reservoir Site** – Provide general configuration of the facilities at the terminal reservoir site including reservoir layout, inlet and outlet piping, overflow, and general electrical requirements. Summarize hydraulic requirements related to terminal reservoir, including floor and overflow elevation and connection to Partner systems.
- **Preliminary Plan and Profile Drawings** – Include preliminary plan and profile drawings for the main stem, eastern extension and western extension developed to establish the project baseline, horizontal alignment, vertical alignment and located appurtenances including line valves, air release valves, blow-offs, manways, special crossings, and connection points. Staging areas for tunnels and other trenchless crossings will be identified and shown along with easements and rights-of-way. Plan and Profile drawing development is detailed further in Subtask 1.2.
- **Specification Table of Contents** – Table of Contents (TOC) of specification sections that will be included to complete biddable construction documents. TOC to include Front End specifications as well as technical specifications required.
- **Summary of Cost Estimate** – basis of cost estimate, capital cost estimate, program cost, summary of cash flow analysis. Summary of project capital cost as

developed in Task 17 will be included as a chapter in the PDR with cost estimate backup included as an appendix.

- **Reference to Standards** – Reference to appropriate AWWA, ASCE, ASTM, AWS, ACI, and other standards used for the basis of design. Printed or electronic copies of standards will not be included.

#### **Subtask 15.1.1 Pipeline**

**Activities:** Prepare a PDR, incorporating the developed design standards, hydraulic requirements, and routing recommendations, including trenchless options for the transmission pipeline. To optimize pipeline sizing and determine a life cycle cost analysis of capital and Operations and Maintenance (O&M) costs, utilize a Monte Carlo simulation to capture risks associated with future power costs. The analysis will include capital costs (pipeline cost based on diameter, pump station cost based on HP) and O&M costs (pumping costs to terminal reservoir) based on projected flows.

**Assumptions:** Assume up to ten legal descriptions and exhibits will be prepared for the preferred alignment and reservoir locations. Legal descriptions and exhibits for the treatment plant, intake, and pump station are not included in this scope of work.

#### **Subtask 15.1.2 Terminal Reservoir**

**Activities:** Prepare a Terminal Reservoir PDR, incorporating siting, hydraulics, geotechnical recommendations, wash-down, overflow, sampling and disinfection components, general structural and seismic requirements, coating, linings and cathodic protection, instrumentation controls and monitoring. Preliminary earthwork cut and fill volumes will be determined. The PDR will include a project description and design criteria table for the recommended tank option.

**Meetings:** Updates on PDR and coordination with project team will occur at regularly scheduled TAC meetings.

**Assumptions:** None.

**Deliverables:** Draft and Final Preliminary Design Report

#### **Subtask 15.2 Preliminary Design Drawings and Specifications**

**Activities:** Prepare Preliminary drawings of the transmission pipeline and terminal reservoir based on the findings of the Preliminary Design Report. Summary of sheets is shown below.

### Subtask 15.2.1 LiDAR Mapping

Import LiDAR Mapping data provided by Hillsboro and format for use in AutoCAD Civil 3D. Adjust line styles, text, drawing scale and other attributes needed to use data for preliminary design.

**Assumptions:**

- Hillsboro will provide complete accurate data based on a consistent horizontal and vertical datum for the project corridor.
- The LiDAR data will be provided in a format that is useable in Civil 3D with file sizes that are appropriate for use in Civil 3D.
- Data will be provided on discrete layers named according to project conventions.
- Data processing by HDR will be limited to cosmetic changes needed to produce quality preliminary design documents.
- The Partners assume responsibility for the accuracy and quality of the data provide to the project.

**Meetings:** None.

**Deliverables:** None.

### Subtask 15.2.2 Preliminary Plan and Profile Drawings (Pipeline)

**Activities:** Prepare Preliminary plan and profile drawings of the preferred transmission pipeline, based on the findings of the Preliminary Design Report. Drawings will be prepared at a horizontal scale: 1"=40' (1000 LF per sheet, estimated) and a vertical scale to match topographic conditions. A two panel format, with plan view at the top of sheet and the profile at the bottom of the sheet will be utilized. Summary of sheets is shown below:

Summary of Sheets -30%	
Description	Sheets
General	13
Plan and Profiles	176
Details (site-specific)	8
Tualatin River Crossing	8
Cathodic Protection	8
Total	213

**Meetings:** None.

**Deliverables:** Draft and Final 11" x 17" Drawings (PDF).

### Subtask 15.2.3 Terminal Reservoir Preliminary Drawings

**Activities:** Prepare Preliminary drawings of the terminal reservoir and access roadway based on Task 4.

Description	Sheets
Reservoir site plan	2
Tank site layout plan	1
Tank site grading plan	2
Tank roof plan	1
Tank cross sections	1
Preliminary Piping	2
Tank floor plan	1
Total	10

**Meetings:** None.

**Deliverables:** Draft and Final 11" x 17" Drawings (PDF).

### Subtask 15.3 Evaluate Requirements for Incorporating ISI Envision™ System

**Activities:** Determine opportunities to incorporate the ISI Envision™ guidelines to develop a sustainable infrastructure design into the WWSS Project. The focus areas are: 1. Quality of Life; 2. Leadership; 3. Resource Allocation; 4. Natural World; and 5. Climate and Risk. Determine opportunities to incorporate innovative methods and procedures to differentiate the WWSS Project.

**Meetings:** Present the review of Envision system at regularly scheduled TAC meetings.

**Deliverables:** Summary Memorandum providing recommendations and guidelines for the WWSS Project; include a DRAFT project scoring.

## TASK 16. Construction Scheduling and Phasing

### Subtask 16.1 Project Phasing

**Activities:** Develop construction schedule based on opportunities and options for phasing construction to take advantage of construction market drivers, including material and contractor availability, local construction projects, permit requirements and restrictions and other related construction activities. Provide "What if" schedules showing available options and benefits. Provide recommendation for preferred project phasing.

**Meetings:** Meetings to discuss phasing at regularly scheduled TAC meetings.

***Assumptions:***

- Up to two iterations of the base schedule will be developed.
- Construction Phasing will include “Piggy Backing” of projects and property acquisition issues identified in Task 3.

***Deliverables:*** Construction Phasing Technical Memorandum, including “What if” Schedules

**Subtask 16.2 Overall Program Scheduling**

***Activities:*** Develop an overall critical-path method Program schedule for integration of the WWSS components, including the transmission main, terminal reservoir, pumping station, intake and other project components; include activities related to program management, consultant selection, design, procurement and construction activities.

***Meetings:*** Meetings to discuss phasing at regularly scheduled TAC meetings.

***Assumptions:***

- Schedule will not exceed 500 tasks.
- Schedule will be updated quarterly.
- Cost loading will be performed at the Work Breakdown Structure (WBS) level.

***Deliverables:*** Program schedule through construction in 2026, updated quarterly to reflect changes identified during Preliminary Design and Planning.

**TASK 17. Cost Estimating**

**Subtask 17.1 Cost Development Guidelines**

***Activities:*** Establish program cost estimate development guidelines. Develop cost estimating guidelines for use by the Program Partners and their consultants to enhance consistency between cost estimates for projects through out the life of the program. Incorporate “best practices” as appropriate and utilize references such as ENR and American Society of Professional Cost Estimators and tailor the guide to apply to the nature and geography of the work of the Willamette Supply Project. Provide guidance for the use of contingencies and appropriate factors for cost estimating will be used at each stage of completion.

***Meetings:*** Facilitate up to two meetings with the Partners for the development of the Cost Estimating Guide. The first meeting will focus on developing the guide objectives based on the partner’s input. The second meeting will review the document prior to finalization

and distribution to obtain concurrence of the Partners that the Cost Development Guideline achieves the intent and goal of the Partners.

**Assumptions:** American Society of Professional Cost Estimators and ENR will be basis for developing the guide and cost.

**Deliverables:**

- Meeting Notes, Action Items and Decisions/Direction Documentation.
- Draft and Final Cost Development Guide.

**Subtask 17.2 Overall Cost Estimating for Project Development**

**Activities:** Provide program cost estimating services for different levels of project development. Develop early 2014 cost estimate for transmission facilities that will be used in 2014 cash flow. Develop unit costs by pipeline diameters to support cost benefit analysis under other tasks.

**Meetings:** Unit cost approach will be reviewed at TAC meeting.

**Assumptions:** Unit cost will be based on inch diameter foot and costs developed for SW 124<sup>th</sup> Ave. feasibility study.

**Deliverables:**

- Meeting Notes, Action Items and Decisions/Direction Documentation.
- Conceptual Cost Estimate (Draft and Final).
- Feasibility Cost Estimate (Draft and Final).

**Subtask 17.3 Preliminary Design (AACE Class 3)**

**Activities:** With the completion of the Preliminary Design, provide an AACE Class 3 level cost estimate for Program. Cost estimate will address pipeline, appurtenances, pump station, terminal reservoir, intake modifications, and other facilities identified in the preliminary design tasks. Cost estimate will be consistent with the cost estimate development guide.

**Meetings:** Attend meeting to review the draft cost estimate with the Partners and receive comments prior to finalizing the cost estimate. Attend one Board Meeting of each partner to support presentation of cost estimate to the Partner Board.

***Assumptions:***

- Draft Estimate Review Meeting – 2 hours, two HDR team members.
- Support five Partner Board Meetings – 2 hours per meeting, HDR Project Manager attending.

***Deliverables:***

- Draft and Final Preliminary Design cost estimates
- Draft Estimate Review Meeting Notes and Documentation.

**Subtask 17.4 Overall Program Cost**

***Activities:*** Provide overall program cost. Identify annual cash flow requirements for program short-term (next three years) and long-term (through completion of infrastructure). Provide preliminary updated cost estimates and cash flow requirements by end of March 2014.

**Subtask 17.4.1 Cost Estimates**

***Activities:*** Develop program cost estimates. Build from the conceptual cost estimate to include other program costs that include management, design, property acquisition, permitting and other regulatory and other costs that the Partners may identify to include. Facilitate a workshop with partners, the right-of-way consultant and others as the Partners deem appropriate to identify cost sources and factors that will be specific to the project.

***Meetings:***

- Cost identification workshop
- Draft Program Cost Estimate review meeting

***Assumptions:***

- Cost estimate for water treatment plant and intake will be based on previous work done by others, escalated to present-dollars.
- Right of way costs will be based on current market value.
- Non construction costs will be based on percentage of construction cost.
- Review Draft and Final Program Cost at two TAC meetings.

***Deliverables:***

- Draft Program Cost Estimate
- Final Program Cost Estimate.

### **Subtask 17.4.2 Cash Flow Requirements and Cash Flow Analysis**

**Activities:** Based on the program costs and schedule determined in prior tasks, provide a capital improvement plan (CIP) or schedule of Willamette Supply Program annual cash flows for use by Partner utilities in their respective financial forecasting and planning. HDR will determine the allocations of capacity and associated costs to partners under up to seven scenarios for partnering with Tualatin, Tigard and Beaverton. The cash flow and cost share analysis will be prepared for each year of the Program. Scenarios will assume the same diameter and cost for the main stem of the transmission system from the WRWTP to the terminal storage reservoir. Scenarios including Beaverton will include an increased pipeline diameter and adjusted cost for the eastern extension, if indicated based on modeling work conducted under Task 6. The adjusted cost will be based on simple scaling of the estimated cost developed for the base configuration. The Engineering News Record (ENR) construction cost index value (or similar index) for the cost estimate will be listed.

**Meetings:** Results will be discussed at a regularly-scheduled TAC meeting.

**Assumptions:** A “partner”, for the purpose of this subtask, is a city that will connect to the Willamette Supply pipeline for water service. Assumed partners and potential partners include: Hillsboro, TVWD, Beaverton, Tigard, and Tualatin. Scenarios are limited to capacity sharing alternatives within the planned system configuration, except potential upsizing of the eastern extension, as discussed above. Where needed, cost estimates prepared under other tasks will be scaled to meet the assumed system capacities under each scenario. This task does not include development of alternate system configurations, alternate pipeline and infrastructure sizes, or new cost estimates.

**Deliverables:** Cash flow schedules in present-dollar basis for all partners. The cash flow schedule will be in annual capital improvement plan format (PDF and Excel files) so that data may be transferred to partner financial planning models.

### **Subtask 17.5 Future O&M Expenses and Renewals & Replacements**

**Activities:** Develop an economic scenario analysis and evaluation model for use in a Monte Carlo risk analysis using professional simulation software. Under this subtask, HDR would analyze the risk associated with future cash expenditures for operations and maintenance (O&M) expenses, and for renewals and replacements (R&R) of infrastructure.

Establish the requirements for maintenance and access of the pipeline and appurtenances. Determine the requirements for system operation including the potential for system flushing and discharge of flushing water.

The model will be a dynamic spreadsheet tool that evaluates alternative cash flow scenarios on the basis of PV. HDR recommends that the PV model use a 100- or 125- year evaluation period. A longer timeframe will encompass the useful life periods of the pipeline's initial infrastructure and provide for greater discounting of costs in the later years of the model, thereby eliminating the need to factor terminal asset values into the calculations.

Evaluate cost share for each partner, based on assumed capacity share in each pipeline segment.

***Meetings:***

- Review PV assumptions, including R&R frequencies and costs, at a TAC meeting.
- Review draft PV results at a second TAC meeting.
- Present final results at a third TAC meeting.

***Assumptions:***

- Evaluation will be for transmission system only; operational and R&R costs for the WTP will be provided by Partners.
- Evaluation will be for a single scenario of future operations and R&R.
- Future unit power costs will be the only variable in the Monte Carlo simulation.

***Deliverables:***

- Present value evaluation model and Monte Carlo evaluation of future O&M and R&R costs.
- Technical memorandum describing recommended maintenance and operating requirements, including inspection frequencies, cleaning, and flushing.

**TASK 18. Program Management Support**

***Activities:*** Provide a program management workshop with the purpose of familiarizing the partners with the organizational requirements and options for a program the size and scope of the WWSS. Topics will include potential program staffing needs and organizational structures, program controls and reporting needs, quality control and quality assurance procedures, risk mitigation strategies, and potential cost control strategies.

***Meetings:*** Conduct a single four hour workshop.

***Assumptions:***

- Workshop will be in addition to TAC meetings
- All work will be qualitative in nature (e.g., discussion of general roles and responsibilities of required staff, as opposed to projections of full time equivalents).
- Attendees will include four HDR staff, including two national experts (one focused on program management and one on program controls) and two of the local project team members

***Deliverables:***

- Meeting Notes and Documentation.
- Recommendations of tools, policies and practices

**TASK 19. MWH Water Treatment Plant Layout and Siting**

Through careful planning during the original design/construction, the partners laid the foundation for cost-effective expansion of the intake, raw water pump station, process facilities and finished water pump station at the Willamette River Water Treatment Plant (WRWTP). Many of these expansion features were memorialized in the WRWTP Master Plan (MWH, 2006), which outlined the long-term strategy for expansion of the plant up to 120 mgd and beyond. The purpose of this Task is to help summarize this history for the current leadership teams at the partner agencies, to ensure key pipeline preliminary design decisions account for the treatment plant expansion. In addition, this Task will help lay the foundation for the upcoming WRWTP Master Plan Update. This task will include:

- Prepare a brief technical memorandum summarizing the existing WRWTP Master Plan, highlighting the recommended approach for plant expansion. In addition, the TM will identify, in a bulleted list, new water treatment plant challenges and opportunities that have evolved since the document was originally developed.
- Prepare an outline for a scope of work for the upcoming WRWTP Master Plan Update project, as well as recommendations for a master plan implementation schedule.

***Meetings:*** A 1 hour presentation summarizing the TM findings will be prepared and presented to the partner agencies at a regular TAC meeting.

***Assumptions:***

- Deliverables will be submitted as one hardcopy and one electronic file in PDF format.
- No new opinions of probable construction cost (OPCC) will be prepared for this work.

- The level of detail in the scope of work outline will be similar to the scope outline provided in the RFQ for the WWSS Preliminary Design.
- One round of editorial comments on the draft deliverables will be incorporated into the final deliverables. The level of effort assumes editorial comments with no substantial re-writing.

***Deliverables:***

- Draft and final WRWTP Master Plan Summary: Challenges and Opportunities.
- Draft and final WRWTP Master Plan Update SOW Outline.
- Draft and final WRWTP Master Plan Update Implementation Schedule.

**TASK 20. Optional Tasks**

**Subtask 20.1 Similar Project Tours**

***Activities:*** Coordinate with project owners to tour three similar large water supply/pipeline projects and to participate in a meeting with each project's owner. Develop agenda and logistics for meetings and tours, which will include briefing on project history, status, issues, and lessons learned. Potential sites include:

- Cascade Water Alliance (Bellevue, WA) - Assume one day, including travel.
- Southern Nevada Water Authority (Las Vegas, NV) - Assume two days, including travel.
- Tarrant Regional Water District (Ft. Worth, TX) – Assume three days, including travel.

***Assumptions:***

- The projects' owners will agree to participate and host tours of their project.
- The project tour will include up to two days of travel and one day for tour and meeting with project's owner.
- Two consultant team members will attend the meetings and tours with Partners.
- Travel and other direct costs for Partners attending tours are not included.

***Deliverables:*** Meeting and tour agendas and itineraries.

**Subtask 20.2 Additional Geotechnical Explorations**

***Activities:*** Drill additional borings and advance Cone Penetration Tests (CPTs), for investigation of subsurface conditions, seismic hazards evaluation, and constructability evaluations at the terminal reservoir site, and Tualatin River crossing location and along the preferred pipeline route. The following tables summarize the proposed geotechnical explorations (borings and CPTs). The explorations along the pipeline are planned based on the mapped geologic conditions provide by Jacobs Associates in August 19, 2013.

<b>Sections</b>	<b>Assumed Geological Conditions/Stations</b>	<b>Geotechnical Explorations</b>
Terminal Reservoir Site		3 soil borings to 50' 3 Geophysical Tests (Seismic Refraction Survey)
Wilsonville Area	Stream Alluvium at 275+00 and 320+00	4 boring and 4 CPTs to 50'
	Coarse-Grained Flood Deposits 340+00 to 550+00	
	Columbia River Basalt 215+00 to 340+00	2 borings
Tualatin Area	Fine-Grained Flood Deposits 120+00 to 215+00	4 borings and 8 CPTs to 60'
Tigard Area	Fine-Grained Flood Deposits 670+00 to 733+00	2 boring and 5 CPTs to 60'
	Columbia River Basalt 570+00 to 670+00	
	Fine-Grained Flood Deposits 510+00 to 570+00	2 boring and 5 CPTs to 60'
Beaverton Area	Fine-Grained Flood Deposits 420+00 to 510+00	2 boring and 6 CPTs to 60'
	Columbia River Basalt 120+00 to 420+00	
	Fine-Grained Flood Deposits 200+00 to 260+00	1 boring and 2 CPTs to 60'
South Hillsboro Area	Fine-Grained Flood Deposits 0+00 to 120+00	4 boring and 8 CPTs to 60'
Areas To be Determined	Not Identified	4 borings and 4 CPTs to 60'

The exploration program includes obtaining drilling and traffic control permits in the public right-of-ways, coordinating drilling activities, drilling observation, borehole log preparation, and in-situ testing.

Obtain permits and right-of-entry agreements from non-City agencies. Obtain Monitoring Well Permits, Test Bore Permits, and traffic control permits. Maintain the original copy of each permit and a table that identifies permit numbers obtained for each borehole right-of-way.

Mark borehole locations with white paint and obtain utility locates for each drilling site through the Oregon Utility Notification Center (One Call Locates) at 1-800-332-2344 at least 48 hours prior to drilling. If private locates are required, arrange for these services.

After utilities are marked, check the borehole site and report anticipated utility or drilling equipment conflicts prior to drilling.

Prepare traffic control plans and obtain traffic control permits. During street drilling, traffic control will be provided as per the approved traffic control plan. A local flagging company will be used to prepare traffic control plans and provide traffic control for borings conducted on city streets. Flag persons with appropriate signs and cones, as per the traffic control plan, will be used.

Draft (field) borehole logs will be developed during drilling that will record the following borehole data:

- Project name.
- Borehole number.
- Scaled sketch of borehole location using landmarks (for surveying) (including approximate station and offset).
- Description of drilling technique, drilling dates, drill rig type, drilling company, driller's name, bit type and diameter.
- Name of geologist or geotechnical engineer logging the borehole.
- Location of nearest intersection.
- Depth.
- SPT N-values and blow counts for each six inch interval (mud rotary borings).
- Core run number (rotosonic borings).
- Sample type and location.
- Sample recovery.
- Soil descriptions.
- Air space organic volatile levels (by depth).
- Methane level measured in confined sample (by depth).
- Notes on drilling difficulties or location of obstructions.
- Drilling rates (for slow drilling).
- Drilling difficulties (including obstructions).
- Scaled sketch of piezometer installation.

Soil samples obtained from the borings will be identified using the procedure identified in the Field Exploration Manual. This manual includes a checklist for the describing soils in a specified order. This checklist will be followed for this project and is based on ASTM D2488 for soil and International Society of Rock Mechanics (ISRM) procedures for rock. Maintain copies of field (draft) borehole logs, instrumentation detail sheet (if appropriate), and scaled borehole location sketch.

***Assumptions:***

- The fees for drilling permit on public right-of-way will be paid by the Partners.
- Explorations locations and elevations will be surveyed or located with GPS.
- The soil cuttings (drilling spoils) are not contaminated and will be transported off site for disposal.
- The explorations include environmental screening (visual and olfactory/smell), but do not include environmental assessments and no soil and groundwater samples needed for environmental testing will be collected and tested.
- Volatile organic level and methane level screening for the pipeline and reservoir borings will be conducted at sample intervals above the groundwater level, and for river crossing borings at sample intervals for full depth of borings.
- Abandonment (performance) bonds for monitoring well installations will be obtained by the Partners for borings, if needed.
- Assistance may be required by the Partners to coordinate traffic control permit submissions.

**Subtask 20.3 Additional Boring Logs**

***Activities:*** Prepare boring logs for explorations performed in Task 20.2.

Interpretive gINT bore hole logs will be prepared that include the items listed above. Soil descriptions included in the gINT logs will follow the order established in the Field Exploration Manual (per ASTM D2488) and will reflect information obtained from laboratory testing. Laboratory tests conducted on borehole samples will be identified by depth using the acronyms provided on the Key to Exploration Logs (included in Field Exploration Manual). Soils symbols and sample type symbols will be used on the gINT logs will also be provided on the Key to Exploration Logs.

**Subtask 20.4 Additional Laboratory Testing**

***Activities:*** Perform laboratory testing on borings for exploration performed in Task 20.2.

***Activities:*** Laboratory testing will be conducted on selected borehole samples. Testing will include index testing (moisture content, Atterberg limits, organic content, and grain size analysis), and may include strength testing (unconfined and triaxial testing) and settlement (consolidation) testing. Rock property testing (used rock excavation assessment) will be conducted on boulders and rock cores from selected rock core samples, if needed. Interpretive (gINT) borehole logs will be prepared for borings and test pits based on a comparison of field observations and laboratory testing results.

Laboratory testing will be assigned following the completion of borings. Tests will be selected based on borehole location and design needs. Index test results will be included on borehole logs. Test results will be summarized on a laboratory testing table will be included in the Geotechnical Data Report (GDR). Individual lab test result sheets will also be prepared for inclusion in the GDR.

#### **Subtask 20.5 Supplement to Geotechnical Data Report**

Prepare supplement to Geotechnical Data Report (GDR) for explorations identified in Task 20.2.

**Activities:** Upon completion of the additional subsurface exploration, laboratory testing, and borehole log preparation prepare a supplement to GDR that presents the data obtained during the geotechnical investigations described in Task 2. The report supplement will include a description of project area geology and geologic units as well as detailed descriptions of the field exploration and laboratory testing methods. Boring locations will be added to maps produced in base scope GDR. Boring logs, core photos, and in situ and laboratory testing results will be presented in the appendices.

**Deliverables:** Preliminary supplement to Geotechnical Data Report.

#### **Subtask 20.6 Transient Analysis from Terminal Reservoir to Three Connection Points**

**Activities:** Perform a hydraulic transient analysis for the pipelines from the Terminal Reservoir to three connection points. Develop surge control measures and/or safe valve operating times to protect the pipelines from adverse pressures.

**Meetings:** Assume one meeting with the Partners at TAC meeting to review the results of the transient analysis.

**Assumptions:** Transient analysis will be based on the Preliminary Design level documents, including pump station, demands, pipe materials, topography and anticipated operating conditions. A hydraulic transient analysis model of the system will be constructed using the TransAM hydraulic transient analysis software. The connection points will be the City of Hillsboro North Transmission Line, the City of Beaverton South Transmission Line and the Tualatin Valley Water District. In each case, the pipeline length considered will be up to 4 miles.

**Deliverables:** Draft and Final Technical Memorandum summarizing the results of the analysis and including recommended surge control measures (e.g., pressurized surge tank, pressure relief valves, vacuum relief valves with controlled venting features, etc.).

## Subtask 20.7 Additional Hydraulic Evaluations

**Activities:** Revise the hydraulic models developed under Task 6 to perform additional hydraulic evaluations, including cash flow projections for varying pipe sizes and flows. Additional modeling may include:

- Modeling of the JWC transmission system, including Fern Hill Reservoirs, the NTL, the STL, and Hillsboro, Beaverton and TVWD withdrawal points. The JWC system would be included in evaluation of operational scenarios under Task 6.
- Modeling of additional alternatives for individual segments, such as an alternate alignment from the WTP to the southern terminus of the 124<sup>th</sup> Avenue Project, from the northern terminus of the 124<sup>th</sup> Avenue Project to the preferred Terminal Reservoir Site, or for the eastern or western extensions. Alternate segments may also include routing to an alternate terminal reservoir site.
- Modeling of ability to back-feed JWC water into the WWSS to provide emergency service to the Cities of Tualatin and Tigard.
- Various modeling scenarios to evaluate cost of incremental flow increases in main stem transmission pipeline.

**Meetings:** Draft and final results will be presented at separate TAC meetings.

**Assumptions:** Additional modeling will be conducted for up to six additional segments, each with estimated length of up to 6 miles.

**Deliverables:** Revise the technical memo in Task 6 to include information developed in this task.

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## Subtask 20.8 Permitting – Geotechnical Investigations

**Activities:** Prepare permit applications to obtain geotechnical test drilling permits for drilling sites located in jurisdictional wetlands and/or other waters. Correspond with U.S. Army Corps of Engineers and Oregon Department of State Lands as required to obtain permits.

Site-specific detailed wetland reconnaissance and sensitive species review is included in this effort to support permit application preparation.

**Meetings:** None anticipated.

**Assumptions:**

- Assume two separate rounds of geotechnical investigations with approximately twenty test bore locations will be permitted in total.

- Two ten-hour days of two biologists for wetland reconnaissance field work.
- Location of proposed test drilling sites, methods, and bore details, will be provided to the permitting team by others. Information will be provided in a report or tech memo format (i.e., Geotechnical Test Drilling Work Plan document).

**Deliverables:** Draft and Final Permit Applications for up to two separate rounds of geotechnical investigations.

#### **Subtask 20.9 Undefined Additional Permitting**

**Activities:** Provide up to \$50,000 in additional permitting-related activities that may develop as project progresses. This includes additional meetings with TAC or stakeholders.

**Meetings:** Meetings will be defined as activity progresses.

**Deliverables:** Deliverable will be defined as activity progresses.

#### **Subtask 20.10 Undefined Additional Engineering**

**Activities:** Provide up to \$50,000 in additional engineering activities that may develop as project progresses. This includes additional meetings with TAC.

**Meetings:** Meetings will be defined as activity progresses.

**Deliverables:** Deliverable will be defined as activity progresses.

#### **Subtask 20.11 SCADA Requirements**

**Activities:** Prepare a SCADA Requirements PDR, incorporating the following topics:

- Overall control strategy to deliver water from the WTP to the Terminal Reservoirs.
- Define control hardware and SCADA platform requirements based on the operating entity control system standards. Discuss local and remote control requirements.
- Discuss SCADA requirements for security, operations, maintenance, emergency, and asset management.
- Integration of system into the operating agencies existing control system.
- Discuss options to provide communications (radio telemetry or fiber optic cable) for the SCADA system.
- Make note or reference to control system standards that must be followed during design:
  - Equipment tag numbering standards.
  - Control system drawing standards.

**Meetings:** Two 6-hour workshops with Partners with up to two HDR staff.

**Assumptions:** As a separate activity from this subtask, a decision will be made by the Project partners to identify which agency will be responsible for operating the system. This decision must be made early in the project as it will drive requirements of the SCADA system.

**Deliverables:** Draft and Final SCADA Requirements PDR.



**Willamette Water Supply System Preliminary Design  
Tualatin Valley Water District  
HDR Engineering, Inc.**

Fee Estimate

Task Description		
<b>Task 1 - Project Management and Coordination</b>		
1.1	Consultant Team Project Coordination/Communication	\$ 223,913
1.2	Project Guide Preparation (Project Management Plan)	\$ 7,995
1.3	Monthly Progress Reports	\$ 34,726
1.4	Project Quality Assurance/Control (QA/QC)	\$ -
1.4.1	Quality Assurance	\$ 54,254
1.4.2	PARR	\$ 25,260
1.5	Project Coordination - Meeting Attendance	\$ -
1.5.1	Preliminary Design Project Team Meetings (TAC)	\$ 118,416
1.5.2	Stakeholder Meetings	\$ 41,289
1.6	Decision Log and Project Records	\$ -
1.6.1	Decision Log	\$ 57,990
1.6.2	Project Records	\$ 18,611
1.7	Risk Registry	\$ 57,463
1.8	Preliminary Design Project Schedule	\$ 45,606
1.9	Team Chartering	\$ 14,450
	<b>Sub-total</b>	<b>\$ 699,972</b>
<b>Task 2 - Base Information</b>		
2.1	Base Map Development	\$ -
2.1.1	Concept - Level GIS Mapping	\$ 70,715
2.1.2	Preliminary - Level GIS Mapping for Preferred Concepts	\$ 40,733
2.2	Geotechnical Investigations	\$ -
2.2.1	Corridor Geologic and Geotechnical Data Collection and Review	\$ 28,665
2.2.2	Seismic Hazard Assessment	\$ 22,023
2.2.3	Geologic Field Reconnaissance	\$ 18,239
2.2.4	Geohazard Maps	\$ 12,328
2.2.5	Interpretive Geologic Profiles	\$ 21,786
2.2.6	Geotechnical Investigation Plan	\$ 4,132
2.2.7	Geotechnical Explorations	\$ 79,417
2.2.8	Borehole Logs	\$ 4,652
2.2.9	Laboratory Testing	\$ 30,687
2.2.10	Preliminary Geotechnical Data Report	\$ 8,601
2.3	Existing Document Review	\$ 8,583
2.4	Hazardous Materials Corridor Study	\$ 21,030
	<b>Sub-total</b>	<b>\$ 372,488</b>
<b>Task 3 - Alignment Evaluation</b>		
3.1	Establish Selection Criteria	\$ -
	Establish Selection Criteria Matrix	\$ 13,919
	Selection Criteria Memorandum	\$ 3,984
3.2	Preliminary Alignment Alternatives	\$ -
	Preliminary Alignment Alternatives	\$ 17,541
	Alternatives Map	\$ 14,595
3.3	Screen Alternatives	\$ -
	Windshield Site Reconnaissance	\$ 40,993
	Alternatives Map	\$ 7,846
	Alternative Evaluation Memorandum	\$ 5,550



**Willamette Water Supply System Preliminary Design  
Tualatin Valley Water District  
HDR Engineering, Inc.**

		Fee Estimate
<b>3.4</b>	<b>Refine Alternatives and Identify Preferred Alternative</b>	\$ -
	Alternatives Short-listing	\$ 14,297
	Focused Route Reconnaissance and Evaluation	\$ 32,024
	Preferred Alignment Technical Memorandum and Workshop	\$ 20,823
<b>3.5</b>	<b>Determine Requirements to Secure Preferred Alignment</b>	\$ -
	Corridor Acquisition Technical Memorandum	\$ 20,037
	Construction Phasing Opportunities	\$ 10,017
<b>3.6</b>	Seismic Evaluations	\$ 61,755
<b>3.7</b>	Geotechnical Analysis Technical Memorandum for Pipeline Alignment	\$ 65,961
<b>3.8</b>	Tualatin River Crossing Evaluation	\$ 22,481
<b>3.9</b>	Trenchless Evaluations	\$ 19,200
	<b>Sub-total</b>	<b>\$ 371,023</b>
<b>Task 4 - Storage Evaluation</b>		
<b>4.1</b>	Viability Criteria for Terminal Storage Sites	\$ 9,467
<b>4.2</b>	Preliminary List of Viable Terminal Storage Sites	\$ 19,008
<b>4.3</b>	Selection Criteria for Terminal Storage Sites	\$ 10,449
<b>4.4</b>	Preferred Terminal Storage Alternative	\$ 50,977
<b>4.5</b>	Allocation of Terminal Storage Volume & Operational Accounting of Stored Water	\$ 12,147
<b>4.6</b>	Maintenance and Inspection Activities for Terminal Storage Facility	\$ 7,681
	<b>Sub-total</b>	<b>\$ 109,728</b>
<b>Task 5 - Evaluate Feasibility of ASR Facilities as Additional Storage</b>		
<b>5.1</b>	ASR Water Quality Compatibility Assessment with Willamette River Source	\$ 17,624
	<b>Sub-total</b>	<b>\$ 17,624</b>
<b>Task 6 - System Hydraulic Evaluations</b>		
<b>6.1</b>	Establish Base Hydraulic Model, Hydraulic Design Criteria, & Operating Conditions	\$ 26,868
<b>6.2</b>	Transmission Alignment and Terminal Site Alternatives and Evaluation	\$ 18,166
<b>6.3</b>	Minimum and Maximum System Hydraulic Grade Lines	\$ 71,261
<b>6.4</b>	Appurtenance Hydraulic Requirements	\$ 16,625
<b>6.5</b>	Update Hydraulic Model	\$ 11,327
<b>6.6</b>	Hydraulic Transient Analyses	\$ 49,295
<b>6.7</b>	WWSS Water Quality	\$ 22,403
	<b>Sub-total</b>	<b>\$ 215,945</b>
<b>Task 7 - Existing Water Intake Facilities Evaluation</b>		
<b>7.1</b>	Establish Future Demands on the Willamette Supply	\$ 4,257
<b>7.2</b>	Intake Permitting Issues	\$ 7,221
<b>7.3</b>	Preliminary Fish Screen Compliance Memorandum	\$ 16,776
	x	\$ -
	<b>Sub-total</b>	<b>\$ 28,254</b>
<b>Task 8 - Natural Resources, Cultural Resources, and Land Use Permitting Coordination</b>		
<b>8.1</b>	Cultural and Natural Resources Investigations	\$ -
<b>8.1.1</b>	Cultural Resources	\$ 41,948
<b>8.1.2</b>	Natural Resources	\$ -
	Review existing documentation	\$ 7,369
	Jurisdictional Wetlands and Waterways	\$ 9,828
	Species and Habitats of Concern	\$ 4,739
	Field work	\$ 19,324
	Permitting Strategy Meetings	\$ 31,481
	Draft and Final Natural Resources Existing Conditions Report	\$ 16,310
	Draft and Final Impacts and Mitigation Memo based on the preferred alignment.	\$ 13,371



**Willamette Water Supply System Preliminary Design  
Tualatin Valley Water District  
HDR Engineering, Inc.**

Fee Estimate

8.2	Land Use	\$ -
	Preliminary Land Use Analysis Memorandum	\$ 15,064
	Meetings with Planning staff	\$ 9,957
	Land Use Permitting Strategy Memorandum	\$ 16,328
	Follow Up Meetings with Planning Staff	\$ 9,957
8.3	Develop Permitting Strategy	\$ -
	Draft Permit Acquisition Strategy	\$ 22,372
	Revised Permit Acquisition Strategy per Partner Comments	\$ 6,658
	Revised Permit Acquisition Strategy per Permit Work Group Comments	\$ 8,356
	Final Permit Acquisition Strategy	\$ 14,078
	USACE Meetings	\$ 8,199
8.3.1	Tualatin River Crossing Permitting Strategy	\$ 11,977
8.4	Establish and Facilitate a Permit Work Group	\$ -
	Work Group Coordination	\$ 12,780
	Individual Agency Meetings	\$ 10,417
	Work Group Meetings	\$ 25,778
	Invitations	\$ 8,514
	<b>Sub-total</b>	<b>\$ 324,804</b>
<b>Task 9 - Develop Transmission System Design Guidelines</b>		
9.1	Transmission Pipeline Design Guidelines	\$ 78,497
9.2	Transmission Pipeline Appurtenance Design Guidelines	\$ 37,710
9.3	Trenchless Crossings Guidelines	\$ 11,874
9.4	Seismic Design Guidelines	\$ 13,881
9.5	Geotechnical	\$ -
9.5.1	Geotechnical Design Guidelines	\$ 12,411
9.5.2	Geotechnical Design for Terminal Reservoir	\$ 14,415
9.6	Utility Crossings	\$ 4,167
9.7	Long-Term Maintenance Procedures	\$ 24,903
9.8	Future Condition Assessment Procedures	\$ 16,430
9.9	Develop Preliminary Design Details	\$ 74,460
9.10	Develop Preliminary Specifications	\$ 65,594
	<b>Sub-total</b>	<b>\$ 354,341</b>
<b>Task 10 - Utility Coordination</b>		
10.1	Identify Public and Private Utilities	\$ 43,542
10.2	Utility Records Database	\$ 23,551
	<b>Sub-total</b>	<b>\$ 67,093</b>
<b>Task 11 - Agency and Municipality Coordination</b>		
11.1	Coordination Assistance	\$ 16,052
11.2	Agency and Municipality List of Issues	\$ 18,346
11.3	Records Database – Municipal and Agency Information	\$ 18,424
	<b>Sub-total</b>	<b>\$ 52,822</b>
<b>Task 12 - Value Engineering Support</b>		
	VE Meetings	\$ 7,990
	VE Response Memorandum	\$ 11,654
	<b>Sub-total</b>	<b>\$ 19,643</b>
<b>Task 13 - Corridor and Property Acquisition</b>		
13.1	Strategy to Secure Public Right of Way and Easements	\$ 25,585
13.2	Strategy to Secure Private Property and Easements	\$ 22,343
13.3	South Cooper Mountain Coordination	\$ 11,798
13.4	Legal Descriptions and Easement Exhibits	\$ 30,059
	<b>Sub-total</b>	<b>\$ 89,785</b>



**Willamette Water Supply System Preliminary Design  
Tualatin Valley Water District  
HDR Engineering, Inc.**

Fee Estimate

<b>Task 14 - Public Affairs and Public Outreach Support</b>		
14.0	Public Affairs and Public Outreach Support	\$ 36,035
	<b>Sub-total</b>	<b>\$ 36,035</b>
<b>Task 15 - Preliminary Design</b>		
15.1	<b>Preliminary Design Report (PDR)</b>	\$ -
15.1.1	Pipeline	\$ 51,123
15.1.1	Terminal Reservoir	\$ 31,684
15.2	<b>Preliminary Design Drawings and Specifications</b>	\$ -
15.2.1	LiDAR mapping	\$ 9,458
	Survey allowance	\$ 50,000
15.2.2	Preliminary Plan and Profile Drawings	\$ 268,168
15.2.3	Terminal Reservoir Preliminary Drawings	\$ 51,587
15.4	Evaluate Requirements for Incorporating ISI Envision™ System	\$ 7,391
	<b>Sub-total</b>	<b>\$ 469,411</b>
<b>Task 16 - Construction Scheduling and Phasing</b>		
16.1	Project Phasing	\$ 19,937
16.2	Overall Program Scheduling	\$ 32,662
	<b>Sub-total</b>	<b>\$ 52,599</b>
<b>Task 17 - Cost Estimating</b>		
17.1	Cost Development Guidelines	\$ 24,082
17.2	Overall Cost Estimating for Project Development	\$ 24,009
17.3	Preliminary Design (AACE Class 3)	\$ 57,146
17.4	Overall Program Cost	\$ 1,512
17.4.1	Cost Estimates	\$ 15,788
17.4.2	Cash Flow Requirements and Cash Flow Analysis	\$ 27,838
17.5	Future O&M Expenses and Renewals & Replacements	\$ 27,898
	<b>Sub-total</b>	<b>\$ 178,273</b>
<b>Task 18 - Program Management Support</b>		
18.0	Program Management Support	\$ 17,465
	<b>Sub-total</b>	<b>\$ 17,465</b>
<b>Task 19 - MWH Water Treatment Plant Support</b>		
19.1	Project Management	\$ 2,525
19.2	WRWTP Master Plan: Summary	\$ 12,398
19.3	TAC Meeting Support	\$ 6,046
	<b>Sub-total</b>	<b>\$ 20,970</b>
		<b>\$ 3,498,277</b>
<b>Task 20 - Optional</b>		
20.1	Similar Project Tours	\$ 37,621
20.2	Additional Geotechnical Explorations	\$ 237,657
20.3	Additional Boring Logs	\$ 15,149
20.4	Additional Laboratory Testing	\$ 34,219
20.5	Supplement to Geotechnical Data Report	\$ 76,329
20.6	Transient Analysis from Terminal Reservoir to Three Connection Points	\$ 44,396
20.7	Additional Hydraulic Evaluations	\$ 50,000
20.8	Permitting – Geotechnical Investigations	\$ 32,973
20.9	Undefined Additional Permitting	\$ 50,000
20.10	Undefined Additional Engineering	\$ 50,000
20.11	SCADA Requirements	\$ 51,347
	<b>Sub-total</b>	<b>\$ 679,691</b>
		<b>\$ 4,177,970</b>



**AIS-1650**

**B.**

**Business Meeting**

**Meeting Date:** 03/25/2014

**Length (in minutes):** 20 Minutes

**Agenda Title:** SW 116th Place Parking Issue

**Prepared For:** Rick Rhodes, Police

**Submitted By:** Julia Jewett,  
Police

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

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

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

Should a 'No Parking' zone be established along the full length of the east side of SW 116th Place north of SW Beef Bend Rd?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends a no parking zone be established on the entire east side of 116th Pl and sign/paint the existing 50' zone on the west side.

**KEY FACTS AND INFORMATION SUMMARY**

On 1/30/2014, members of the police department and Sr. Project Engineer Mike McCarthy met with residents of 116th Place, which is a 12-lot cul-de-sac north of Beef Bend Rd west of Hwy 99W. The residents have expressed long-standing frustration with people (likely residents of the apartment complex to the east) parking on both sides of their street, particularly at night. They are concerned about how this narrows 116th Pl near the 116th / Beef Bend intersection and about the ability of emergency vehicles to get up the steep curving grade of 116th Pl when necessary.

Members of the police department have been working with the citizens of this neighborhood for years attempting to address the various safety concerns of the residents. It has been noted by officers that over the course of time there have been numerous parking violations (i.e. blocking mail box, fire hydrant, driveways, etc.) It has also been noted that when cars are parked on both sides of that narrow street, from Beef Bend Rd and up the hill, that the road is sufficiently narrow as to possibly impede large emergency vehicle access.

116th Pl is 28 feet wide and its main part is about 400 feet long plus a cul-de-sac circle with a

large island in the center. It ascends at about a 15% grade with some fairly sharp curvature. The road around the island in the cul-de-sac is a de-facto no parking zone because of its narrowness. 28 ft is our standard width for a residential street with parking on one side only, but our code also includes a 28-foot skinny street with parking on both sides. The street could acceptably be left as-is, or justify a no parking zone along the east side of the street for safety reasons including emergency vehicle access, and to facilitate vehicle maneuvering, particularly considering the grade and curvature of the street and the difficult grades and angles of driveways. It would be better to eliminate parking on the east side (as opposed to the west side) because it is on the inside of the curve and, due to the fire hydrant and group mailbox, would result in removal of less parking spaces.

A survey was provided offering a one side no parking zone on the east side of SW 116th to the 12 residents, with the following results;

6 = Yes

3 = No

3 = No response

Three options were discussed at the 1/30 meeting:

- 1) Leave the street as-is;
- 2) Establish a short (<100') no parking zone on the east side near Beef Bend and sign/paint the existing 50' code-established no parking zone on the west side
- 3) Establish a no parking zone on the entire east side of 116th Pl and sign/paint the existing 50' zone on the west side.

All seven residents that attended the meeting seemed to prefer the third option. We asked if anyone preferred a different option and no other option was brought forward. It might be noted that, of the 7 citizens who attended the meeting, 2 were people who originally voted no on the survey. This would bring the total count to 8 in agreement rather than 6 as shown above.

If council approves this recommendation by staff, step 1 would include notification of resolution to neighbors by mail. Formal council consideration is scheduled for April 8, 2014.

## **OTHER ALTERNATIVES**

- 1) Leave the street as-is;
- 2) Establish a short (<100') no parking zone on the east side near Beef Bend and sign/paint the existing 50' code-established no parking zone on the west side

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

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

No previous council consideration.

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## **Fiscal Impact**

### **Fiscal Information:**

Some staff time has already been spent dealing with this issue. Whichever option is chosen, additional staff time will be necessary to implement the option and/or explain the decision and/or provide enforcement in this area. Each of the three options would be anticipated to necessitate a similar level of staff time.

This time would be part of the yearly budgeted staff time currently in the operations budget of the Police Department and the Engineering and Street Maintenance divisions of the Public Works Department.

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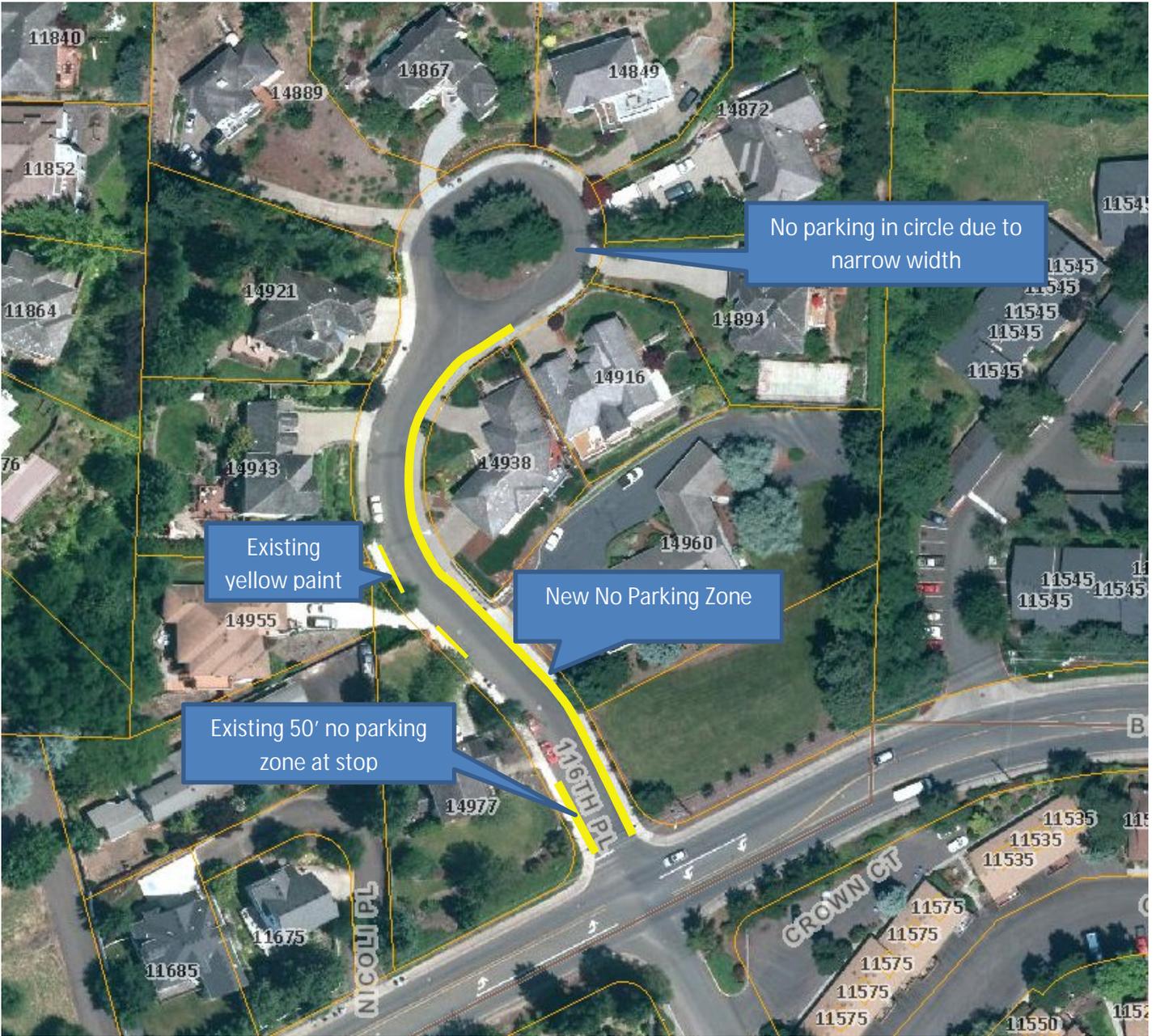
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## **Attachments**

SW 116th Pl No Parking One Side Schematic

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No parking in circle due to narrow width

Existing yellow paint

New No Parking Zone

Existing 50' no parking zone at stop

NICOLI PL

CROWN CT

**AIS-1683**

**3.**

**Business Meeting**

**Meeting Date:** 03/25/2014

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

**Agenda Title:** Arbor Day Proclamation

**Submitted By:** Marissa Grass, Community  
Development

**Item Type:** Receive and File

**Meeting Type:** Proclamation

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

Should Mayor Cook issue a proclamation declaring April as Arbor Month in the City of Tigard?

**STAFF RECOMMENDATION / ACTION REQUEST**

Issue the proclamation.

**KEY FACTS AND INFORMATION SUMMARY**

Each year the city offers an array of programs and educational opportunities and events associated with Arbor Day. This annual celebration has led to many long-held and fruitful partnerships with the school district, residents and national associations like The Arbor Day Foundation. The Arbor Day foundation manages the Tree City USA program which offers a comprehensive program to recognize community forestry management for cities and towns across America. For nearly a decade, Tigard has achieved Tree City USA status by meeting four core standards of sound urban forestry management: maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry and celebrating Arbor Day. Celebrating Arbor Month in Tigard gives the city a chance to demonstrate our commitment to caring for and managing our urban forest.

**OTHER ALTERNATIVES**

Not issue a proclamation.

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

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

The Mayor has issued a proclamation annually since 2001.

**Attachments**

Arbor Month Proclamation

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# Proclamation

City of Tigard

## ARBOR MONTH

**Whereas**, In 1872, Arbor Day, a special day set aside for the planting of trees, was first celebrated in Nebraska; and

**Whereas**, Tigard's urban forest is part of a larger ecology that spans from mountains to ocean and is integral to our region's environmental quality; and

**Whereas**, our urban forest includes a diversity of public and private trees that grace our streets, yards, parks and greenways, provide habitat for wildlife, soften hardscapes, clean the air, protect water resources, and ensure that everyone can experience natural beauty where we live, work and play; and

**Whereas**, the City of Tigard recognizes that our urban forest is a necessity and is an integral part of the city's infrastructure; and

**Whereas**, we are committed to providing resources to maintain and enhance the urban forest; and

**Whereas**, people of all ages and backgrounds, including citizens, civic organizations, businesses, and government agencies, have formed partnerships to participate actively in the stewardship and caretaking of Tigard's urban forest.

**NOW THEREFORE BE IT RESOLVED** that I, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim the entire month of April 2014 as,

## ARBOR MONTH

in Tigard, Oregon and encourage people throughout the city to become more involved with the planting and stewardship of the urban forest throughout 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

\_\_\_\_\_  
John L. Cook, Mayor  
City of Tigard

**Attest:**

\_\_\_\_\_  
City Recorder

**AIS-1690**

**4.**

**Business Meeting**

**Meeting Date:** 03/25/2014

**Length (in minutes):** 0 Minutes

**Agenda Title:** Earthquake and Tsunami Awareness Month

**Prepared For:** Joanne Bengtson, City Management

**Submitted By:** Joanne Bengtson, City Management

**Item Type:** Receive and File

**Meeting Type:** Proclamation

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Should Mayor Cook proclaim March 2014 as Earthquake and Tsunami Awareness Month?

**STAFF RECOMMENDATION / ACTION REQUEST**

Issue the proclamation

**KEY FACTS AND INFORMATION SUMMARY**

Issuing a proclamation on earthquake (and tsunami) awareness is especially relevant given that the Lake Oswego\*Tigard Water Partnership has been planning and performing earthquake hardening projects on many of our water facilities. This is in preparation for a major earthquake associated with the Cascadia Subduction Zone. It's also a good time to remind or encourage residents to start building their own emergency response plan.

**OTHER ALTERNATIVES**

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

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

Council considered and issued this proclamation in 2011 and 2012.

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**Attachments**

Proclamation

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*Proclamation*  
*Earthquake and Tsunami Awareness Month*  
*March 2014*

- WHEREAS,** on February 28, 2014, John A. Kitzhaber, MD, Governor of the State of Oregon, proclaimed March 2014 to be Earthquake and Tsunami Awareness Month; and
- WHEREAS,** Lake Oswego and Tigard have experienced natural disasters, including earthquakes in the past; and
- WHEREAS** the Oregon Resilience Plan adopted in February 2013 outlines vulnerabilities of water systems from a Cascadia subduction zone earthquake and makes recommendations for achieving performance goals for water systems; and
- WHEREAS,** Tigard's current water supply through Portland, has several seismically vulnerable facilities; and
- WHEREAS,** Lake Oswego's major water facilities and transmission pipeline are nearly 50 years old, constructed prior to any seismic building standards, and vulnerable to failure from a large earthquake; and
- WHEREAS,** Lake Oswego, in partnership with the City of Tigard, is rebuilding these important water supply facilities to be earthquake resistant, to reliably provide clean drinking water for both communities into the future; and
- WHEREAS,** Lake Oswego and Tigard's newly expanded network of interconnected water systems will improve regional water supply resiliency for Lake Oswego, Tigard and West Linn communities; and
- WHEREAS,** during EARTHQUAKE AND TSUNAMI AWARENESS MONTH Lake Oswego and Tigard renew our commitment to promote emergency preparedness and strategically invest in our critical infrastructure for a safer, more resilient community; and
- WHEREAS,** each citizen of our community is called upon to help do their part to become more prepared and self sufficient following a disaster;

**NOW, THEREFORE, BE IT RESOLVED** that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim the month of March 2014, as EARTHQUAKE AND TSUNAMI AWARENESS MONTH and urge every citizen to go to <http://www.ci.oswego.or.us/citymanager/3-steps-preparedness> or [http://www.tigard-or.gov/city\\_hall/departments/public\\_works/emergency/](http://www.tigard-or.gov/city_hall/departments/public_works/emergency/) for tips on how to become better prepared in the event of an earthquake or other disaster.

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Kent Studebaker, Mayor, City of Lake Oswego  
March 18, 2014

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John Cook, Mayor, City of Tigard  
March 25, 2014

**AIS-1703**

**5. A.**

**Business Meeting**

**Meeting Date:** 03/25/2014

**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:**

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**Information**

**ISSUE**

Approve City Council meeting minutes.

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve minutes as submitted.

**KEY FACTS AND INFORMATION SUMMARY**

Attached council minutes are submitted for City Council approval.

**OTHER ALTERNATIVES**

N/A

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

[January 21, 2014 Minutes](#)

[January 28, 2014 Minutes](#)

[February 11, 2014 Minutes](#)

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## City of Tigard

### Tigard City Council Meeting Agenda

January 21, 2014

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#### 1. WORKSHOP MEETING

- A. At 6:35 pm Council President Henderson called the City Council to order.
- B. Deputy City Recorder Krager called the roll.

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

- C. Council President Henderson asked everyone to join him in the Pledge of Allegiance.
- D. Council President Henderson asked if there were any Communications & Liaison Reports. Councilor Buehner said she would give a report at the end of the meeting.
- E. Council President Henderson asked Council and Staff for any Non-Agenda Items and City Manager Wine said she had the 2015 council budget to bring forward.

#### 2. SECOND QUARTER MEETING WITH THE BUDGET COMMITTEE

Finance and Information Services Director LaFrance asked the Budget Committee members to introduce themselves. Present were Budget Committee Members Don Fisher, Tim Esau, Clifford Rone, Julie Plotz and Melody Graeber. Finance staff present were Confidential Assistant Lutz and Assistant Finance Director Smith-Wagar.

Finance and IS Director LaFrance identified topics for discussion, including the Capital Improvement Program (CIP) prioritization process, Second-quarter Financial Report and a brief budget development process outline for fiscal year 2015.

CIP Prioritization Process: Finance and IS Director LaFrance said the council previously requested a discussion on the process used to rank CIP project priorities. He asked Tigard Transportation Advisory Commission (TTAC) member Steven Bass and City Center Advisory Commission (CCAC) Vice Chair Carine Arendes to join them at the table. Three city boards and commissions prioritized projects that fell within their area of expertise. The TTAC had

### **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

transportation projects. The Parks and Recreation Advisory Board (PRAB) looked at parks projects, and the CCAC covered downtown projects.

Council was referred to the FY 2015-19 Capital Improvement Program document in their meeting packets. Finance and IS Director LaFrance said the projects are arranged by systems with rankings listed by group. Equal ranking weight was given to each group. He noted that projects already underway did not go through the prioritization process. Also, some projects fell from consideration in order to make the best use of staff and citizen volunteer time. He said council had a chance to offer opinions on projects that would not be ranked at this time.

 Finance and IS Director LaFrance said scores and comments are listed and noted that each committee went through the same process. He invited questions from council about reasons certain projects were given the numbers they received and asked if they were comfortable with this process. He said there would be opportunities during the budget process to change priorities.

Councilor Buehner commented about projects that did not make the list and said one quid pro quo requirement from ODOT for putting in the traffic light at Wall Street by the library several years ago was adding a right-turn lane onto McDonald from Hall. She suggested looking at widening McDonald in segments (as was done when lanes were added) to save money, first addressing the busiest segment, west of 100<sup>th</sup> Avenue. Council President Henderson asked if unranked projects such as these two were examples of what could be brought back into consideration during the budget process. Finance and IS Director LaFrance replied that staff did a call for projects, asked council for changes and brought those into the process at that time. He said next fiscal year would be the best time to introduce new projects, but if the Budget Committee as a whole wants to interject a project during the budget process, they could.

 Budget Committee Member Rhone asked what process staff uses to track projects that have been around for years. He asked, “How come we now see part of it on this list but it hadn’t been acted on in the prior 6-7 years?” TTAC Member Bass replied that all projects recommended for prioritization remain on the list but what rises to the top changes. He said projects that fall off the list are still tracked by staff. He said TTAC looked at the following factors when considering project priorities: Who it affects, safety concerns, and interconnectivity. He said they asked, “Are we making something better for Tigard residents or making it easier for people to bypass our community and not spend money here?”

Budget Committee Member Fisher commented that staff ratings are lower than committee ratings and asked to hear the groups speak briefly on where they differ.

 TTAC Chair Bass said each project was determined to be a large or a small project and was prioritized on its own. He said their committee is a citizen’s committee, no one has engineering degrees. They visited the sites and took safety, walkability, biking and transportation into consideration. They looked at traffic flows and how they impacts citizens. He noted that the TTAC received accident data from staff as well as traffic flow information. He said looking at what is involved with working with the railroad was eye-opening. They tried to put the costs aside

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

and look at what was most important to them, letting the Finance Department figure out the money. He said this process was not influenced by thinking what projects are most apt to receive funding.

In response to a question from Council President Henderson on how it was decided what is a large and what is a small project, Mr. Bass replied that this was determined by staff.

 CCAC Commissioner Arendes said their committee prioritized opportunities to work with partners, such as working with Clean Water Services on creek re-meandering. She said, “Existing momentum in an area helped us decide to keep the ball moving.” She said they wanted to see projects move forward that increased connectivity and unlike other groups, were geographically focused on the downtown area. She said they also considered increased walkability, safety, and whether a project fit into the urban renewal area. She said they did not have much financial information throughout the process and did not focus on the numbers as it was not their realm of expertise.

 Finance and IS Director LaFrance referred to the matrix of criteria and commented that for the most part, project priorities landed similarly between the committee and staff. He noted that a transportation project on Tiedeman /Greenburg/North Dakota ranked second highest for TTAC but came in lower on the staff side. He said that related to other projects being pushed higher due to safety-related data. He said there are not many accidents at the Tiedeman and Greenburg intersection.

Councilor Buehner responded to Budget Committee Member Rone’s previous question on project priority changes. She noted that while the ODOT requirement for a right-turn lane at Hall and McDonald was due within three years of the traffic light installation, the recession arrived at about the same time and the urban renewal district was formed. Priorities switched from streets not within the urban renewal district to funding Burnham Street reconstruction, which turned out to be more costly than engineering estimates. Councilor Snider said he was on the Budget Committee at the time and remembered robust discussions on this.

Budget Committee Member Fisher asked if some projects could be combined and funded as a group, such as projects to help the Greenburg/Tiedeman/North Dakota intersection because each of these projects mentions the bridge. Finance and IS Director LaFrance said there are situations where there is more than one way to tackle a problem area. He said as bridges reach a certain level, federal funding is available and if a bridge is close to that level there may be merit in waiting. He said the Greenburg Tiedeman and North Dakota intersection is complex. TTAC Member Bass mentioned additional challenges such as the wildlife area and working with the railroads. He said large warehouse property ownership adds to the complexity.

Budget Committee Alternate Esau asked about projects that were not completely scoped, such as sidewalks on Walnut Street near Tiedeman to Pacific Highway. He noted an equal number of children walk on each side of Walnut. Finance and IS Director LaFrance said this project is one that is currently in the works and so it would not appear the list.

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

 Finance and IS Director LaFrance asked for direction and approval of the process from the Budget Committee because staff is developing a budget to fund these projects. Council President Henderson, and Councilors Snider and Woodard said they liked the process.

 Councilor Buehner said in the early to mid 2000s the Walnut Street sidewalk project was the top project recommendation from the Planning Commission. When the urban renewal district was formed the priorities changed. She mentioned that 121<sup>st</sup> Avenue from Walnut Street to Tippitt Street is a highly ranked project but did not see 121<sup>st</sup> north from Walnut listed. She asked why it had fallen off the list. TTAC Member Bass said he did not think that was discussed and will bring it to the attention of Senior Transportation Planner Gray and Streets and Transportation Senior Project Engineer McCarthy.

Council President Henderson asked if there was a drop-dead date for input as some members want to see the prioritized list with dollars assigned. Mr. LaFrance said the budget proposal will be available in April and the Budget Committee will see the priorities and staff's best estimates at what the requirements are to fund them. He noted there seemed to be a high comfort level and staff would move forward with these priorities.

Budget Committee Member Fisher commented that this process is a great improvement over that used previously. Budget Committee Member Rone said he was in agreement.

#### FY 2014 Second Quarter Financial Report:

Finance and IS Director LaFrance distributed a memo dated January 21, 2014, which has been added to the packet for this meeting. He discussed the basics of reading this report and said he and staff examine them for unusual instances to report to the Budget Committee.

 Councilor Buehner remarked that none of the city's revenue comes in 12 equal installments. She suggested that adding an asterisked note about this would be helpful to new Budget Committee members.

Finance and IS Director LaFrance said the good news is that the property taxes received are higher than anticipated. Development activity is exceeding expectations and the Building and SDC funds are strong, with some processing what is normally a year's worth of activity in the first six months. He noted the lag in receiving gas tax revenue and said state gas tax receipts will be lower than anticipated this year. He said this was due more to a projection model overestimation than lower funds coming in. He noted that the Stormwater Fund revenue forecasts are low and this will be corrected for the FY 2015 budget.

Finance and IS Director LaFrance said most department operating budgets were over 25 percent spent in the first quarter due to the unusual occurrence of a seventh payroll period in the first three months. He said the city attempts to spend only 95 percent of their budget and is in line to maintain this constraint. In response to a question from Councilor Snider he said the city tries to have a 22 percent beginning fund balance but spent 23 percent last quarter, which may require a minor adjustment in forecast assumptions.

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

 Transfers were discussed and Finance and IS Director LaFrance said when funds are collected in one area and spent in another, it is shown as a transfer so the movement can be tracked. Budget Committee Member Graeber asked and Mr. LaFrance confirmed that transfers both in and out are tracked. Council President Henderson suggested giving the new Budget Committee members last year's budget so they can read the transfer descriptions. Mr. LaFrance said this will be covered in an April budget training geared to new Budget Committee members but open to anyone.

In response to a question from Budget Committee Member Fisher about the Street Maintenance Fund, Finance and IT Director LaFrance said this is mentioned in Item No. 6 in the Findings, and is a project where the bulk of the work is done in the summer, during the first two months of the fiscal year.

 Budget Committee Member Rone asked about movement of parks funds. Mr. LaFrance clarified that the money will not be transferred from the Parks Bond and Parks SDC Funds to the Capital Improvement Fund until needed so Transfers Out from the bond fund are at a low level.

#### Five Year Forecast and Fiscal Year 2015 Budget Guidelines:

 Finance and IS Director LaFrance gave an outline of the General Fund forecast. He said last year's forecast showed a fairly sustainable budget with a slight gradual decrease to the Fund Balance due to a general problem that the Budget Committee has been talking about for years: the city's growth in expenditures outstrips its growth in revenues. The city has been dealing with this in an incremental basis. He said the initial forecast is similar but slightly improved. The beginning Fund Balance is higher than budgeted. A second item of importance is that the city settled with its SEIU union and the major piece to that labor settlement was that the medical and dental costs are capped at 5 percent so staff was able to take that component of operations and reduce the city services growth rate so it aligns fairly closely to expenditures. He said there are also limitations. The number of staff will stay the same. No additional supplies and services will be added. As Tigard grows we do not yet have the resources to match that growth, creating a slow erosion in service level. Budget instructions given to city departments this year were for "hold the line" budgets. Department budgets were due last week and staff is looking to see how the proposed budgets fit with the strategic plan and whether there are ideas for expenditures that would increase efficiency.

 A discussion was held on the process the Budget Committee wants to use to elect a chair. Finance and IS Director LaFrance said the chair must be a citizen Budget Committee member. Council President Henderson asked the citizen members to consider whether they would be interested in being the chair and report back to Finance and IS Director LaFrance. Election of a chair will be on the agenda of the first Budget Committee meeting in April.

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

At 7:52 pm council took a short break. At 8:01 pm Council President Henderson called the council meeting back to order.

### 3. RIVER TERRACE FINANCE PROGRESS UPDATE AND DISCUSSION

 Finance and IS Director LaFrance introduced the update on the River Terrace Community Plan Financial Strategies progress. He said the River Terrace Community Plan has several sections relating to capital improvements necessary for development to occur and the financial plan overlays all of it. The financing plan will determine how the city, existing residents, future residents and developers can work together to afford the capital necessary for development to happen in an expedient but responsible manner. He said staff will update council on progress to date, issues identified and next steps. He said he hoped for direction from council, either agreement on direction or a course correction after tonight's discussion.

Introductions were made and everyone's role in the River Terrace Financing plan described. Associate Planner Grass works on public involvement and the project website. FCS Consultant Chase is assisting the team in developing the River Terrace funding strategy and implementation plan. Finance and IS Director LaFrance is helping direct the financial plan work. Assistant Finance Director Smith-Wagar is his back-up. Senior Planner Shanks is the River Terrace Project Manager.

Finance and IS Director LaFrance said council will see a draft form of the financial plan in late spring or early summer. He referred everyone to a poster of Attachment A from the Agenda Item Summary, an outline of the decision-making process for development of a financing plan for River Terrace. He said "We are in Step 3 - understanding funding options in place, those not in place but used in other communities and figuring out what infrastructure is needed." Senior Planner Shanks noted that the diagram was developed to outline the steps for the public at a citizen open house and is a framework to help staff hold conversations with stakeholders on the process and where opportunities for input exist.

Finance and IS Director LaFrance said the team is taking a two-pronged approach because of awareness that there are some development projects ready to get going, yet other areas are not as ripe for development. In terms of approach, he said there is a difference between expediting key initial projects but at the same time taking a holistic approach for the entire project. He requested input from council on whether or not they agree with this approach.

 Senior Planner Shanks had several charts describing what the team is working on. Project lists are being developed for sewer, water, storm water, parks, transportation, etc. and the team is looking at how to fund the many projects. A key part of Step 3 is determining what the implications are for choosing different funding options. She showed a graph of the project timeline. A copy of this has been added to the packet for this meeting.

The West Bull Mountain Concept Plan land use framework was adopted and refined to make it specific to Tigard. The natural resources have been mapped. They are working on infrastructure master plans for parks, water, sanitary sewer and storm water and this will lead to the list of

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

projects. Transportation consultant DKS is crunching numbers and running models, and the transportation team is looking at this closely for proposed transportation refinements to the West Bull Mountain Concept Plan street proposal. The infrastructure financing plan overlays all of this. She said another set of reports will append existing master plans and update comprehensive plans and maps. These items will start coming before council in the summer.

She said in addition to holding conversations with various community groups and stakeholder committees, staff developed a River Terrace website and has been using it more substantially than on other projects. She distributed cards with website information and asked that council share them with others. The website is a blog site so there can be two-way communication.

Councilor Snider asked what questions have arisen. Senior Planner Shanks responded that storm water management has been a lively conversation. She said there has also been a lot of communication on how the River Terrace transportation system will work with existing systems.

 Councilor Woodard commented that many at community meetings expressed surprise about the time necessary to put plans into action once they are approved. He gave an example of the pump stations that Clean Water Services will be providing. They require time to design, go through the permitting process and construct them. This will take two years to put into place once approved. He asked if the commercial section had been realigned. Senior Planner Shanks said it had not changed officially, but they are going to get it done now.

 Council President Henderson asked if the program is stepped because of the large amount of money required. Senior Planner Shanks said FCS consultants will assist the city in making decisions about what needs to be done first, by looking at the first 5 years and then the long-term view. Council President Henderson said each funding process will have merits and challenges.

Associate Planner Grass said the team is using University of Washington software called Considerit. Unlike a simple blog, on which people leave comments, it is based on a pro and con list and asks users to choose the statement they support. They are prompted to describe why they feel the way they do. She said this enables staff to get more input and feedback in between the monthly meetings. She said they are moving into what is expected to be a high public involvement time, especially around the issue of transportation.

 Senior Planner Shanks said it is helpful to understand the “why” behind what people say they want or not want to do and this leads to better understanding. She said there is a finance question on the website now which asks the community if River Terrace infrastructure should be funded with new income sources or should the city stretch its existing resources. She said staff hopes to be able to provide council with community opinions to assist with decision making.

 Councilor Buehner asked how this software will reach the 20-25 percent of the population that is not comfortable using computers. Associate Planner Grass said the Considerit software is in addition to outreach staff is already doing, such as TAC, SWG and community meetings. She said staff makes themselves available and mentioned meeting recently with a group of Bull Mountain neighbors in a private home. Councilor Buehner expressed concerns about residents of the Summerfield neighborhood not using computers and suggested that the best way to reach them would be a presentation held in their own community center.

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

 FCS Consultant Chase said large master plan communities can take 20 years to build out and Tigard has a great framework plan. He said it has taken 10 years for areas in Washington or Clackamas County, such as Happy Valley and North Bethany, just to get to a funding strategy and another 5 years to put the funding techniques into place and adopt them. Then plans are designed and projects engineered prior to construction. He commented that planning seems to take forever but it can simmer for a long time and then suddenly “pop” and grow fast. He said the next six months is the starting point for each of the infrastructure systems in River Terrace. He said they will also consider operating and maintenance requirements to make sure that when this is built out, it is not a drain on the city’s general fund and each facility type can stand on its own. Additional property tax revenues can be used for services and other city requirements. He said it is important to look at build-out with large, master planned communities, but also crucial to look at the first five years and what can be started with existing resources. The first five years could mean 100 houses, the first street or the first park. The project team will need to figure out what can be done with existing funding and if there is a gap, what additional sources could be used (SDCs, urban renewal districts, LIDs).

 Council President Henderson asked about the funding considerations for River Terrace ala North Bethany funding memo. Finance and IS Director LaFrance said there are lessons to be learned from North Bethany but also some aspects that happened there that probably will not happen in Tigard. He said we want to take strategies that were successful in North Bethany and apply them here.

Councilor Snider referred to the transportation funding methodology used in North Bethany and asked if the team was applying the same methodology. Consultant Chase said in North Bethany they combined six or seven different funding sources to come up with \$20,785 of impact per dwelling unit. This would generate around \$87 million in road funding. Taking the same split and coming up with \$20,875 for River Terrace’s 2,000 dwelling units would support \$48 million in roads. Senior Planner Shanks said to Council President Henderson that this is not an estimate of what it would cost to do all the road improvements in River Terrace, but the \$20,785 is the ceiling to what development will tolerate as a cost per dwelling unit. She said it was giving a starting place for discussions. The cost of putting every transportation improvement that is needed or desired in this area would be much more. She said this is not saying what the cost will be. Consultant Chase noted differences between North Bethany and River Terrace, including more topography and the need for bridges in River Terrace.

Council President Henderson said he needs to understand what the number is, how much the city needs to raise and how soon. He said he realizes it cannot be nailed down completely at this time, but said he would need to understand what we are doing before approaching the citizens.

Consultant Chase noted that it took years to get to this point in North Bethany. He mentioned funding options such as county-wide and city system development charges (SDCs). He said Tigard could explore keeping the SDCs in River Terrace or making them city-wide.

Assistant Finance Director Smith-Wagar said the legislature allows for SDCs to be collected as a way to fund school expansion in growing areas. The city would collect the River Terrace SDCs for school infrastructure and remit them back to the district. Councilor Woodard asked if this would hurt an urban renewal district. Ms. Smith-Wagar responded that the property taxes inside

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

an urban renewal district would be affected because they are frozen, but the SDCs are a set amount based on the number of dwellings.

Councilor Buehner asked the consultant to meet with her offline to discuss some technical issues.



Finance and IS Director LaFrance said he has not heard any dissent from the council on the process the team is using to put together a financial strategies plan.

Councilor Buehner said she had many questions but was willing to move forward. Finance and IS Director LaFrance said that depending on the strategies, there will be “bridging” resources required and several of these would require council action.

Councilor Snider said the plan needs to be vetted with the Budget Committee once choices are identified. He said he did not expect to turn them into land use experts but they can provide input into financial resource choices and burdens. He commented that this may be the only way to get input from those who aren’t directly affected. Council President Henderson agreed and said, “It will affect our budget more than we imagine; the Budget Committee needs to be part of this.”

Councilor Snider asked if Tigard was holding conversations with Beaverton about financial strategies. Finance and Information Services Director LaFrance said, “We are part of their TAC and they are part of ours. We are keeping each other informed.”

Community Development Director Asher said from a policy-making perspective, he is interested in hearing how another city council values urban expansion. He said this type of conversation may be fruitful, although decisions on what each city will charge their constituents for improvements are local. Councilor Snider said if it is not well-coordinated, there could be development on one side of Scholls Ferry and not the other. Community Development Director Asher said his charge is to remember that this is competitive and that we want to be the market of first choice.

4. COUNCIL LIAISON REPORTS Councilor Buehner reported on an MPAC presentation from State Employment Department and Metro staff and recommended it be given to the council at a meeting in the summer. She said there is an interesting correlation between college degrees and wages. She said Tigard has basically bounced back to pre-recession employment numbers. She noted that Metro staff presented population projections showing their belief that Multnomah County will increase in growth and Washington County will slow, and said she would like to further investigate their methodology that led to this conclusion.
5. NON AGENDA ITEMS: City Manager Wine said a draft 2015 council budget was distributed. Assistant City Manager Newton said she will check on why VEBA and life insurance line items appear because she it was her understanding that council does not receive these benefits. She commented that legal fee actuals may seem low at present but the city is on track to spend them. She asked that councilors let her know of any technology needs.

## **TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014**

Councilor Buehner raised the issue of declining training and travel budgets. She noted that airfares have risen considerably. Councilor Snider offered to keep \$500 - \$1,000 of his training and travel budget and allocate the remainder to the other councilors. City Manager Wine said the current level of allocations allows each councilor to travel to the National League of Cities Conference and also a local conference. Councilor Woodard mentioned he would like to attend the National Park and Recreation Conference and would save his allowance for it.

City Manager Wine asked council to let her know of any other comments or requests. Assistant City Manager Newton will discuss the budget with Mayor Cook when he returns.

6. EXECUTIVE SESSION - There was none.

7. ADJOURNMENT

At 9:24 pm Councilor Buehner made a motion for adjournment. The motion was seconded by Councilor Snider and all voted in favor.

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

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Carol A. Krager, Deputy City Recorder

Attest:

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John L. Cook, Mayor

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Date

## TIGARD CITY COUNCIL MINUTES – JANUARY 21, 2014



## City of Tigard

# Tigard City Council Meeting Minutes January 28, 2014

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Council President Henderson 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: Assistant City Manager Newton, Community Development Director Asher, Assistant Community Development Director McGuire, Lake Oswego-Tigard Water Partnership Project Director Koellermeier, Financial and Information Technology Director LaFrance, Streets and Transportation Senior Project Engineer McCarthy, Parks Facilities Manager Martin, Senior Management Analyst Barrett, Engineering Manager McMillan, City Attorney Ramis, City Recorder Wheatley

### STUDY SESSION

#### A. Discuss the Tree Board

Assistant Community Development Director McGuire advised the Tree Board has been inactive the last two years; the last time the board met was in January 2012. Reasons for inactivity include the down economy and slow development. Also changes were made in the Urban Forestry Code diverting responsibilities away from the Tree Board. The purposes and needs for a tree board in the city have changed. The only remaining function of the board is to review Heritage Tree nominations – no nominations were for the last two years. In addition, the city has no city arborist at this time.

Community Development Department and Parks Division staff have worked together to discuss transferring the one remaining Tree Board responsibility to the Parks and Recreation Advisory Board (PRAB). PRAB has discussed this idea and agree this is a reasonable idea.

Assistant Community Development Director McGuire sent an email to the previous Tree Board members. The board president agreed with transferring the Heritage Tree nominations to PRAB. The president did express concern over the loss of the city arborist.

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### **TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

Assistant City Manager Newton and Parks Facilities Manager Martin agreed the next steps would be to add the new responsibility to the PRAB's duties and to review the PRAB bylaws to determine if this new activity needs to be added. Council will need to formally, by resolution, abolish the Tree Board and transfer remaining duty to the PRAB.

Councilor Buehner recalled the Tree Board was set up when there was a lot of development occurring. She asked if there would be a need for a Tree Board if the economy picked up. Assistant Community Development Director McGuire said he did not think the board would be needed because of the changes put in place by the new Urban Forestry Code. Assistant Community Development Director McGuire said under the new tree regulations, there is only one area that allows for discretion and that has to do with tree preservation management plans. This process is set up so that any issue relating to a tree preservation management plan would go to the Planning Commission.

Councilor Woodard commented that PRAB members are supportive of the proposed plan to transfer the remaining duty of the Tree Board to them.

B. Briefing on a Revised Intergovernmental Cooperative Agreement Regarding an Emergency Water System Intertie.

Lake Oswego-Tigard Water Partnership Project Director Koellermeier reviewed the history of this agenda topic. Council authorized an earlier agreement via adoption of Resolution No. 12-36 at its September 25, 2012 meeting. That agreement was never finalized because after the land use process in West Linn several conditions needed to be added. Other participating jurisdictions have approved the revised IGA; the City of Tigard City Council is the last governing body that needs to execute the document.

Lake Oswego-Tigard Water Partnership Project Director Koellermeier said if the City Council agrees, this document will be submitted for formal review on a future Consent Agenda. Council members agreed to have the agreement come back for formal review on a Consent Agenda.

C. Discussion of Upcoming Contract Award Items

Senior Management Analyst Barrett reviewed this agenda item. He requested the City Council hear information about two upcoming contracts for consideration by the Local Contract Review Board (LCRB):

- Main Street Sewer/Fanno Creek Crossing Elimination

The Main Street Sewer/Fanno Creek Crossing Elimination project is for construction services. Senior Management Analyst Barrett said this was a straight-forward invitation to bid that closed last week. Nine bids were received. The low bid was \$243,000; the engineer's estimate was \$267,000. Engineering Manager McMillan was present to answer questions.

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**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

Council President Henderson said he was amazed at the difference between the high and low bids for the Main Street project. There was discussion about Kodiak, the construction company currently on site. Kodiak came in as the highest bid, which was a surprise to staff since they are already onsite, familiar with the project and have no need to incur mobilization costs.

- Pavement Overlay Design Services for the 2014 Pavement Management Program

Senior Management Analyst Barrett advised Streets and Transportation Senior Project Engineer McCarthy was present to answer questions. This is a QBS intermediate-process project. In this process, staff consults the Public Works Qualified Roster to select five engineers to send a modified request for proposal without price. At this time, staff is working with Murray, Smith & Associates and negotiations are proceeding well.

Discussion followed on the QBS bid process. Streets and Transportation Senior Project Engineer McCarthy said the QBS requirement is that the firm must be selected without considering cost; cost is negotiated after firm selection. Mr. McCarthy noted his optimism that the Pavement Management Program project costs will be close to the engineer's estimate. The project is to design the pavement overlays to be done in the summer of 2014 and the curb ramp retrofits required by federal law.

In response to a question from Council President Henderson, Senior Management Analyst Barrett advised the actual negotiated project cost will be announced when the Notice of Intent to Award is sent.

Council members advised Senior Management Analyst Barrett they liked the two-step process with regard to LCRB projects with this preliminary discussion in a study session setting prior to formal consideration for contract award by the LCRB.

Senior Management Analyst Barrett noted another LCRB contract award will be coming to the LCRB. About a month ago, council received a memorandum regarding contract award details for the insurance agent of record. The proposal submittal deadline was today; three proposals were received. LCRB action is scheduled for the March 11 meeting.

Assistant City Manager Newton read the following Executive Session citation (6:53 p.m.):

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

Executive Session concluded at 7:12 p.m.  
Council reconvened into the Study Session.

## **TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

- The Council Calendar was reviewed:

February

- 4 Tuesday Appreciation Reception for Boards/Committees/  
Commissions & State of the City Presentation by Mayor Cook – 4:30  
– 6:15 p.m., Town Hall  
  
City Center Development Agency – 6:30 p.m., Town Hall
- 11\* Tuesday Council Business Meeting—6:30 p.m., Town Hall
- 17 Monday Presidents Day Observed – City Hall Offices Closed
- 18\* Tuesday Council Workshop Meeting—6:30 p.m., Town Hall
- 25\* Tuesday Jt. Meeting with City of Beaverton – 6 p.m. dinner; 6:30 p.m. meeting  
- 4755 SW Griffith Drive (meeting estimated to be 1 to 1-1/2 hours)  
Beaverton Oregon

A Town Hall meeting is scheduled for February 13, 2014, to discuss the SW Corridor and the March ballot measure on high capacity transit.

Council President Henderson noted he will request Consent Agenda Item 3.C. to be removed from the Consent Agenda to discuss separately. He has questions regarding this agreement amendment with Clean Water Services regarding the Derry Dell Sewer Project.

Study Session concluded at 7:15 p.m.

1. BUSINESS MEETING – January 28, 2014

A. Council President Henderson called the meeting to order at 7:30 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. Council President Henderson led the Pledge of Allegiance.

D. Council Communications/Liaison Reports – Councilor Buehner advised she would give a report later in the meeting (Agenda Item No. 6).

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

**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

2. CITIZEN COMMUNICATION

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

3. CONSENT AGENDA:

- A. Approve City Council Minutes for:
  - October 22, 2013
- B. Adopt Resolutions Naming Three City Park Properties:
  - Bagan Park – Resolution No. 14-05 – A resolution to name the city park property informally known as Bagan Property as Bagan Park.
  - Bull Mountain Park – Resolution No. 14-06 – A resolution to name the city park properties informally known as the Paull Properties and Eiswerth property, or the East Bull Mountain Properties, as Bull Mountain Park.
  - Sunrise Park – Resolution No. 14-07 – A resolution to name the city park property informally known as the Sunrise Property as Sunrise Park.
- C. *Authorize the City Manager to Execute the First Amendment to an Agreement with Clean Water Services Regarding the Derry Dell Sewer Project*

Item C was removed for separate discussion; see below.\*\*

Motion by Councilor Buehner, seconded by Councilor Snider, to approve the Consent Agenda, with Item C. removed for separate discussion and consideration.

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

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

*\*\*Discussion of Item 3.C. - Authorize the City Manager to Execute the First Amendment to an Agreement with Clean Water Services Regarding the Derry Dell Sewer Project:*

Council President Henderson advised he requested this be taken off the Consent Agenda because it appears additions were made to the scope of work and he did not believe the costs added up to what had been previously discussed by the council.

Engineering Manager McMillan reviewed the project:

**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

- Derry Dell is the former Skelton property, which the city purchased to re-meander the creek and reconstruct a portion of the sewer line. Clean Water Services staff will manage the creek re-meander and sewer project.
- This property is a key link in the city's parks and trails system, a waterline and a storm culvert under Walnut Street.
- Because of the number of different projects that could be done utilizing this property, the city chose to partner with Clean Water Services so that while they are doing the construction on the two initial projects, CWS will oversee the construction being done for the City of Tigard. Design plans have been worked on for the last year. Permits for all of these projects were required through DSL, US Army Corps of Engineers and other agencies for this very sensitive piece of property. The combined projects include a connection of Johnson Street (through Woodard Park) and a trail from Pathfinder/Genesis Trail to Woodard Park.
- The first amendment to the IGA with CWS is before the City Council tonight. The original IGA set up the terms whereby the city purchased the property and CWS would do the work on their two projects. The city asked CWS to seek the permits and oversee the construction. The amendment provides for the combining of several projects (enhanced work):
  - Replacing two existing culverts under Walnut Street – a fish-friendly box culvert.
  - Replacing an old six-inch cast iron waterline with an eight-inch ductile iron waterline.
  - Widening the shoulder of Walnut with the culvert design, so when the city has the money to do the Walnut Street project in that section, the roadbed will be ready with permits in place.
  - Installing the trail and a boardwalk.

Councilor Snider asked how much, if any, has the scope or the cost of the project changed from the first time this contract was approved. Engineering Manager McMillan explained there is no “contract” – the city has an IGA with CWS. The amendment to the IGA delineates the change in scope to include the enhanced work when the city ended up purchasing the entire Skelton property. At one time, the city was to purchase an easement for just the sewer line. The proposed enhanced scope of work is estimated at \$827,000 plus a five percent cost for contract administration (payable to CWS) of about \$41,000. Also, there is a consulting fee for \$32,000. The total cost for this larger-in-scope project is estimated at \$900,000. The original scope of work was estimated to be \$1.5 million, which included an amount for a piece of property that ended up being less expensive than anticipated.

There was discussion on the costs and how the enhanced project compared to the original project. The property was purchased through authorization of a prior council at double the appraised value, but was considered to be worth the price because the unique property provided several opportunities to add value to the city's parks and utilities systems. The \$900,000 quoted for the total project does not include internal staff expenses or right-of-way acquisition costs.

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## **TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

Councilor Buehner asked questions about the work planned for Walnut Street and whether this will save money if the preparation work for a larger project is done now. Engineering Manager McMillan explained that the widening of the right of way is estimated at \$115,000. Then permits would need to be acquired for this project, which would essentially mean that permits would be procured twice – once for the smaller project and then again for the expanded project. In addition survey work would be required a second time. Councilor Buehner reviewed her understanding of how this project progressed to the current proposal to combine several projects at this location. Engineering Manager McMillan acknowledged cost savings because the projects are combined; i.e., one contractor, one mobilization and the biggest benefit is that there is one permit package to be processed with the DSL and Corps of Engineers. Permit savings on this property represents a substantial amount in terms of both time and costs.

Councilor Woodard noted his appreciation of the trail connection that can be accomplished with the enhanced project scope. Portions of the project were on the plans to in the future but no funding identified. Councilor Snider commented that the enhanced project appears to be a “smart leveraging of our resources.”

Councilor Woodard suggested a potential additional project. He noted the close proximity of Charles F. Tigard Elementary and Fowler Middle School. The crossing at Brookside and Watkins Street is dangerous. For a small amount of additional money, it would be worthwhile to put a crosswalk there. He has seen children cross at this location frequently and motorists are not slowing down. With this project’s improvements, he speculated that speeds would increase. Effort is needed to slow down this traffic; he requested the engineers consider this and, at the least, consider a crosswalk.

Councilor Buehner noted an additional traffic safety issue referring to 135<sup>th</sup> Avenue and the stop sign at Walnut Street. She suggested a blinking caution light alerting drivers when someone is in the crosswalk.

Council President Henderson asked if the PRAB supports the enhanced project. Parks Facilities Manager Martin said when the PRAB established the priority list for purchasing property for parks, the property at Derry Dell was not offered to the PRAB as a potential purchase because the city was already planning to buy it to do the sewer work. The PRAB, however, still went ahead and voted to place this near the top of their priority list. PRAB members saw the usefulness of the property; therefore, PRAB is definitely on board with the purchase of the property. The park will not be developed now but the trails will be constructed. Council President Henderson pointed out the proposed cost is about \$472,000 for the trails development.

Council President Henderson referred to the comment in the staff report that there is a carryover of \$710,000 from the 2013-14 budget. Another \$800,000 will be requested in the 2014-15 budget. He asked about the required deposit for the project how it will be funded. Engineering Manager McMillan explained the \$710,000 referred to by Council President Henderson is actually going to be \$760,000 -- \$50,000 for the water portion of the project.

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## **TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

About \$50,000 has been spent, so there is approximately \$710,000 remaining to be carried forward to next year's budget if none of the construction is completed this fiscal year. Bids will be requested this spring and most of the construction will begin July 1. Staff will request \$800,000 next fiscal year (total project costs of \$1.5 million). The deposit will be payable when the bids come in; the amount of the deposit will depend on the amount of the final bid award. This process is similar to other projects where money is set aside to cover the project. Engineering Manager McMillan said the money would not be coming out of this year's budget. Assistant City Manager Newton advised the money for this project is listed in the Capital Improvement Program (CIP) and the council has reviewed the CIP. The money has not been appropriated.

In response to a comment from Council President Henderson, Engineering Manager McMillan advised the IGA identifies the responsibilities of the city and Clean Water Services. The IGA also stipulates the city will deposit a check with Clean Water Services once the project is bid.

Motion by Councilor Snider, seconded by Councilor Buehner, to authorize the city manager to execute the first amendment to an agreement with Clean Water Services regarding the Derry Dell sewer project.

Motion was approved by a unanimous vote of council:

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

#### 4. LEGISLATIVE PUBLIC HEARING ON THE FISCAL YEAR 2014 SECOND QUARTER SUPPLEMENTAL BUDGET AMENDMENT

- a. Council President Henderson opened the public hearing.
- b. City Attorney Ramis advised the purpose of the hearing is to give an opportunity for any person to comment on this matter.
- c. Assistant Financial and Information Services Director Smith-Wagar presented the staff report. She reviewed the requests contained in the supplemental budget:

Currently a permit technician position is funded 100 percent from the General Fund. The request is to move .2 of that FTE to the Building Fund to assist at the front counter.

House Bill 2978 allowed the city charge an investigation fee in the Buildings Division when certain projects are started without a permit. This represents the request made to the Fees and Charges Schedule.

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### TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014

There were a couple of vehicle sales and some insurance reimbursements reflected in the Supplemental Budget proposal. The Police Department requests to purchase a vehicle to replace one totaled in accident.

For the Public Works Department the proposed Supplemental Budget reflects receipt of a small grant and an insurance reimbursement for damage to a gate at Cook Park.

Assistant Financial and Information Services Director Smith-Wagar advised the overall Supplemental Budget request is for \$64,952 and most of that is offset by insurance reimbursements and grants. There is \$15,720 to be moved from the contingency fund; \$8,500 to the building fund and \$7,200 in the general fund to replace the vehicle that was totaled.

She referred to information attached to the staff report, which included the language contained in HB 2978 and the entire Fees and Charges Schedule for the Community Development Department.

Councilor Snider asked what happened to the Cook Park gate. Parks Facilities Manager Martin said someone drove into the gate located at the park entrance. Mr. Martin advised he did not know whether the city's insurance or the driver's insurance company paid the money for the gate.

d. Public Testimony: None.

e. Council questions.

Councilor Woodard asked about the building division investigative fee. Assistant Financial and Information Services Director Smith-Wagar advised the fee was calculated based on the average costs associated with three building division employees. The work is already being done, but the legislation now allows the city to charge for this work. The House Bill was approved during the 2013 Legislative Session and became effective January 1, 2014.

In response to a question from Council President Henderson, Assistant Financial and Information Services Director Smith-Wagar explained the Permit Technician position is already in place. If the supplement budget proposal is approved, .2 of the costs associated with this FTE would come from the building fund.

f. Assistant Financial and Information Services Director Smith-Wagar advised staff recommends approval of the proposed resolution.

g. Council President Henderson closed the public hearing.

h. Motion by Councilor Woodard, seconded by Councilor Buehner, to approve Resolution No. 14-08.

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## **TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

RESOLUTION NO. 14-08 – A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET AMENDMENT TO FY 2014 TO ACHIEVE THE FOLLOWING: RECOGNITION OF GRANT REVENUES AND EXPENSES, ALONG WITH BUDGET ADJUSTMENTS IN PUBLIC WORKS, COMMUNITY DEVELOPMENT, AND COMMUNITY SERVICES.

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

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

5. LEGISLATIVE PUBLIC HEARING - TIGARD PARKS ZONE PROJECT DEVELOPMENT CODE AMENDMENT - DCA2013-00003

- a. Council President Henderson opened the public hearing.
- b. City Attorney Ramis reviewed the hearing procedures. The statement of procedures is on file in the record copy of the packet.
- c. Staff Report

Associate Planner Floyd presented the staff report and referred to a slide presentation. He referred to a revised map dated January 23, 2014. This map was provided to the City Council prior to this meeting. The original map in the council meeting packet did not show four small parcels (totaling about five acres) that were recent city acquisitions. Approximately 175 properties are affected in this zone change.

Associate Planner Floyd referred to a comment letter received from Sue Beilke representing Fans of Fanno Creek. This letter was also given to the City Council prior to this meeting.

Associate Planner Floyd referred to a photo depicting the type of project this zone change would impact.

Associate Planner Floyd's presentation included the following information:

- The proposal is both a code text amendment and a zoning map amendment.
- The proposal transfers some code requirements out of the Conditional Use chapter and moves those into a new chapter for a parks and recreation zone.
- The map amendment will affect about 500 acres of land within the city consisting of approximately 175 parcels – about 7 percent of the total land area of the city. Approximately 90 percent of the city is zoned residential.

**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

- This code and map amendment will bring greater efficiency and effectiveness to the code. Improvements to existing development standards will reduce conflicts between park users and residents. The amendments would facilitate more efficient spending of limited park funds.
- The growing number of park acquisitions and park developments has amplified the current inefficiencies of the code. The present code lacks a dedicated zone for city park land. The park land has been developed under residential zoning requirements, which are not always a good fit. The current applicable standards on park land are minimal and inflexible.
- Current development requirements result in a lengthy and burdensome process for small projects; i.e., permit fees, consultant/staff time, street dedications/improvements and delayed project implementation. At times, permit fees were costing more than the project. Under the proposed rules, this type of project would be exempt from permits – it’s simply a play structure and will have no off-site impacts.
- Staff researched how to implement a proposed parks zone and reviewed comparable jurisdiction’s regulations. These agencies had code standards stipulated in a park zone or a public facilities zone. Most of the review processes studied varied by the typology of development; i.e., regulating playgrounds and small picnic shelters differently than larger projects such as aquatic centers or ball fields. Currently Tigard requires all park improvements to go through the conditional use permitting process.
- What will change with the proposed park zone:
  - A fourth type of base zone for parks (new chapter). The other three basic zones in the Tigard code are residential, commercial and industrial.
  - A streamlined review process for projects unlikely to create off-site impacts.
  - More flexible development standards better adapted to regulate things such as picnic shelters, playgrounds, ball fields, etc.
- What will not change with the proposed parks zone:
  - This is a regulatory change only; it does not change the character or uses to existing parks. No new parks are being created with this proposal.
  - This chapter will not affect (rezone) private property. This new zone is restricted to publicly owned property, including other public entities that own property in the city, i.e., Metro
  - The proposed amendments do not change, remove or supersede any existing sensitive lands regulations.
- There was a discussion on the types of projects eligible for the streamlined review process. Regulations on floodplains and steep slopes would still apply. If a permit is required under the sensitive lands chapter for development within the floodplain, the city would be required to acquire a sensitive lands permit.
- The new code identifies specific uses that will still require a conditional use permit. These are the types of uses that are likely to generate offsite impacts to the neighborhood; i.e., noise, bright lights, trip generation and/or parking problems.
- In response to a question from Councilor Snider, Associate Planner Floyd said events such as the Balloon Festival at Cook Park are classified as a Temporary Use; in this case the requirements for Temporary Use would still be applicable.
- Councilor Buehner asked if this new code chapter would primarily apply to small pocket parks. Associate Planner Floyd said the new chapter would come into use most often for

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**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

small pocket parks. However, if the city acquired a large property and decided to only place a trail through the property then there would be no requirement to obtain a conditional use permit. If uses change to include, as an example, a large ball field, then a conditional use permit would be required.

- Councilor Woodard drew attention to the proposed text amendments and the conditional use requirements for outdoor entertainment – drinking and eating establishments/outdoor sales with a footnote to “3.” Associate Planner Floyd advised that Footnote 3 says this would be permitted only when accessory to community recreation land use. Councilor Woodard said he understands there are Temporary Use requirements; however, if these types of activities are also regulated in another section of the code, then he suggested there be an additional notation. Councilor Woodard added that this restriction might hinder plans for uses envisioned in the future. Associate Planner Floyd noted these regulations are in place so there is flexibility to address activities/uses that might come up; i.e., consider allowing a vendor to rent kayaks at Cook Park or run a concession. This would give a means to consider a for-profit entity, which the council felt would make a good match for the city’s goals. Councilor Woodard suggested an additional footnote that stated this could be considered.

Councilor Buehner commented it was her understanding that if someone wanted to vend or do an activity as discussed above, they would have to go through the conditional use process and that would allow for public input. Councilor Woodard said the way he reads the proposed language, he would assume that outdoor entertainment and vendor sales were not allowed at all. He reiterated he would like to see a footnote to direct people to another process to acquire permission for these activities. Associate Planner Floyd checked existing code language and advised that the code provisions would prohibit a for-profit activity. If the City Council wants to provide the opportunities to partner with for-profit entity in a public park, the language should be changed to indicate the conditional use process was available. Discussion followed with Councilor Snider and Councilor Woodard supporting the flexibility by allowing for-profit activities to partner with the city through the conditional use process. Councilor Buehner commented she would support such uses if the conditional use process was required thus allowing the opportunity for public input. Associate Planner Floyd noted the change proposed by Councilor Woodard would allow for-profit uses temporarily under a conditional use process and this would be consistent with the overall intent and structure of the code.

Associate Planner Floyd recommended amending Table 18.540.1 to change Outdoor Entertainment (Page 9) from a non-permitted land use to a conditional use. This will allow a review on a vendor-by-vendor basis – there will be multiple layers of control.

In summary, Associate Planner Floyd said staff recommends the council replace the map with the map dated January 23, 2014.

In response to a question from Councilor Snider, Associate Planner Floyd recounted the prevalent themes in the citizen comments received for this code and map amendment. The most common questions related to curiosity about what the city was planning on doing with specific public properties. A common complaint was enforcement of rules

## **TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**

pertaining to dogs. Many comments were about urging the city to “hurry up and finish” park projects in the planning stages. Some people were concerned about trail connections without public input; other people wanted to make it easier. Generally speaking, when it was explained the intention of the code language was to spend more money on the actual improvements rather than on the permitting for minor projects, people seemed supportive. Comments were also made for protection of sensitive lands and protection of habitat. The only major critique is summarized in the letter from Fans of Fanno Creek. Associate Planner Floyd said he received a comment letter from the Oregon Department of Fish and Wildlife and they recommended breaking parks into three zones: active recreation, passive recreation and natural, open spaces. Since this endeavor was not paired with the natural resource regulations, this recommendation is not applicable. Bonneville Power Administration requested to be kept in the loop about anything happening near their power lines; therefore, anything proposed near a high-capacity transmission line requires a conditional use.

Councilor Woodard commented on the request in one letter for a conditional use requirement for community gardens in excess of 5,000 square feet. He saw some benefit for this but then noted that dog parks could be larger. Associate Planner Floyd advised that all dog parks are conditional uses and parking standards vary by size. The feeling was that smaller community gardens would be utilized by people living nearby, so there would be less trip generation and noise associated with this type of use. The Planning Commission felt comfortable with the proposed language. A committee helped develop the dog park regulations and those have been preserved in the proposal largely intact.



d. Public Testimony

Proponent

- Lynn Thompson, 13676 Hall Boulevard, Unit 2, Tigard, Oregon testified that the project will result in a more efficient approach to reviewing improvements and developments to new parks. The project summary specifically targets minor improvements and small projects; however, she did not see any language. She referred to some ambiguity in the proposed Development Code language defining small and large projects and uses for structures. She noted some improvements might not fit with the rest of a park. Playing fields bring potentially significant physical, social and economical impacts to neighborhoods. While the clause, “not designed or intended for organized sports and competitions,” helps limit potential impacts, it still makes better sense to use a conditional use process. She stated that to automatically allow developments that might produce significant and conceivable negative impacts on a neighborhood or community prevents opportunities to participate in the process. She said this runs counter to the idea of public trust and is a bad idea.

Ms. Thompson suggested adding language to the proposed amendments to define small projects for which the review would be streamlined from major land use charges and large projects have a more thorough review where there is potential for significant impacts. She said that projects with a footprint smaller than the average size of a single-

family residence lot be classified as a small project and subject to the streamlined review process. In no case should projects with a footprint larger than one-third acre be exempt from current standards or regulation review. Any parcel that is 5,000 square feet or more should be subject to standards and regulation review.

Associate Planner Floyd responded to the testimony.

- Uses allowed in “small structures” – The proposed language in the chapter sets out layers of regulations. First, there are use regulations. A classroom use would be treated differently (as listed in the use table) than a storage shed or bathroom. He said there are controls to assure the exempt small structures are used appropriately.
- Development standards are in place defining outdoor recreation facility setbacks. Different uses are subject to different setback requirements.
- Lighting is also specifically called out in the requirements. Depending on impacts, clear and objective regulations are applied.
- Controls are in place within the new and existing code language to keep small structures from creating nuisances to neighbors.
- Standards must be clear and objective when considering exemptions; i.e., measurable and definable.

In response to a question from Ms. Thompson, Associate Planner Floyd said the language presented to the council this evening is the same that was presented to the Planning Commission. The Planning Commission recommended that council approve the proposed amendments. There is specific code language that stipulates what can constitute a smaller, low-impact use. Eight types of development were identified as being unlikely to create off-site nuisances or impacts to the neighborhood. Councilor Woodard commented on the testimony and advised he thinks the proposed code language is responsive to Ms. Thompson’s areas of concern. Councilor Snider and Councilor Buehner offered comments in concurrence with Councilor Woodard.

e. Council President Henderson closed the public hearing.

f. Council Discussion and Consideration: Ordinance No. 14-03



Motion by Councilor Buehner, seconded by Councilor Snider, to approved Ordinance No. 14-03 with the amendment to attach the January 23, 2014 map as Exhibit B of the ordinance and amend Table 18.540.1 to change the “No” on Outdoor Entertainment to “Conditional.”

City Recorder Wheatley read the number and title of the proposed ordinance:

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## TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014

ORDINANCE NO. 14-03 - AN ORDINANCE AMENDING CHAPTER 18.330 (CONDITIONAL USE) AND CREATING CHAPTER 18.540 FOR THE PURPOSE OF ESTABLISHING A NEW BASE ZONE TO BE KNOWN AS THE PARKS AND RECREATION ZONE, AND ASSOCIATED ZONING MAP AMENDMENTS TO CHANGE APPROXIMATELY 500 ACRES OF CITY OWNED LAND FROM EXISTING RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL ZONING DESIGNATIONS TO THE NEW PARKS AND RECREATION ZONE (DCA2013-00003) AS AMENDED.

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

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

## 6. COUNCIL LIAISON REPORTS

 Councilor Buehner reported on last week's Metropolitan Policy Advisory Committee (MPAC) meeting:

- Willamette Falls Legacy Project --there is an event next Thursday in the Pearl District to call attention to this project.
- The Metro Council will hold its February 25 meeting at the Forest Grove City Hall.
- Powell/Division Transit Development Project – Potential rapid bus added along this corridor to Gresham. Formal development project decisions will be made this fall. The difference between this project and the southwest corridor is that there is less dedicated right of way.
- Transportation Plan Update – a copy of the PowerPoint for this item was distributed to the council. Councilor Buehner noted a change in how money will be spent; i.e., how much will be spent on roads and more money for active transportation projects and for throughways. This is a minor “tweaking” of the Transportation Plan. Councilor Buehner said she thinks the council needs to stay on top of the issue. As soon as the Metro Council approves the RTP, work will begin on the 2018 Transportation Plan, which will be a major overhaul.
- Presentations from Beaverton, Portland and Hillsboro on Climate Smart community projects. Many of the efforts in these communities are already being implemented in Tigard. She said she suggested to City Manager Wine that Tigard do a similar presentation. The MPAC Chair will consider placing this on a future MPAC agenda.
- Update on timeframe for the Urban Growth Boundary review was discussed. A copy of this was sent to the council in a packet. Eventually MPAC and JPACT will hold a series of meetings over the course of the next several months with a presentation report to the

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### TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014

Metro Council at the end of the summer. She noted Portland State population numbers used in this process are very different from Metro's projections. Metro's numbers indicate a higher growth rate for Portland and a lower growth rate in Washington County than PSU's numbers. She noted appreciation that from this time forward, the numbers to be used will be PSUs.

7. NON AGENDA ITEMS: None.

8. EXECUTIVE SESSION: None

9.  ADJOURNMENT: 9:10 p.m.

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

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

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

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

Attest:

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

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

**TIGARD CITY COUNCIL MEETING MINUTES – JANUARY 28, 2014**



**City of Tigard**

**Tigard City Council Meeting Minutes**

**February 11, 2014**

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Mayor Cook to call the meeting to order at 6:30 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, Human Resources Director Bennett, Senior Human Resources Analyst Burbank City Attorney Ramis, City Attorney Rihala, City Recorder Wheatley

Mayor Cook read the following citation to meet in an Executive Session:

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

Executive Session concluded at 7:02 p.m. and the council convened into Study Session.

- STUDY SESSION

City Attorney Ramis introduced Shelby Rihala, Attorney. Ms. Rihala has been working on the medical marijuana issue for Tigard and a number of other jurisdictions.

Council reviewed the council meeting calendar:

**February**

17	Monday Presidents Day Observed – City Hall Offices Closed
18*	Tuesday Council Workshop Meeting—6:30 p.m., Town Hall

**TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**

25\*

Joint Meeting with City of Beaverton City Council  
4755 SW Griffith Drive, Beaverton  
6 p.m. light dinner  
6:30 p.m. meeting

Study Session concluded at 7:05 p.m.

1. BUSINESS MEETING - FEBRUARY 11, 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	✓	
Councilor Snider	✓	
Councilor Woodard	✓	

- C. Pledge of Allegiance – Mayor Cook to ask those attending to join him in the Pledge of Allegiance.
- D. Council Communications & Liaison Reports –  Mayor Cook advised he might give a report later in the evening, time permitting.
- E. Call to Council and Staff for Non-Agenda Items –  Council President Henderson advised he would introduce a non-agenda item later in the meeting.

 2. CITIZEN COMMUNICATION

- A. Follow-up to Previous Citizen Communication– None.
- B. Tigard High School Student Envoy – Associated Student Body President EJ Albaugh presented a report on recent and upcoming THS activities. A copy of his report highlights is on file with the record copy of the meeting packet.
- C. Tigard Area Chamber of Commerce –  Chamber CEO Debi Mollahan distributed two documents advising of the Chamber’s “No” position on Measure 34-210, which included a statement that was filed in the March 11, 2014 Special Election Voter’s Pamphlet. Copies of these documents are on file with the record copy of the meeting packet. Ms. Mollahan presented a report on recent and upcoming Chamber activities. A copy of her report highlights is on file with record copy of the meeting packet.

D. Citizen Communication 

Mayor Cook welcomed several Girl Scouts from Troop 40823 attending the meeting. These girls are working on their Government Badge.

- Christina Andreas, a 5<sup>th</sup> grader from Mary Woodward Elementary, introduced the Troop comprised of 4<sup>th</sup>-6<sup>th</sup> grade members. She shared that her troop has been working on the members' Inside Government badge to gain an understanding of the different agencies that make and enforce their laws. They are learning how to become more involved, active citizens. Following this meeting, each scout will write a paper reporting the activity at the council meeting as if they were a news reporter.



3. CONSENT AGENDA: (Tigard City Council)

- A. Approve City Council Meeting Minutes for:
1. November 26, 2013
  2. December 17, 2013
- B. Receive and File:
1. Council Calendar
  2. Council Tentative Agenda for Future Meeting Topics
- C. Adopt a Resolution Authorizing the Mayor to Execute an Intergovernmental Cooperative Agreement Regarding an Emergency Water System Intertie

RESOLUTION NO. 14-09 – A RESOLUTION RESCINDING RESOLUTION NO. 12-36 AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE SOUTH FORK WATER BOARD, CITY OF WEST LINN AND CITY OF LAKE OSWEGO FOR AN EMERGENCY WATER SYSTEM INTERTIE

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

**TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**



4. PRESENTATION FROM COMMUNITY ACTION OF WASHINGTON COUNTY

Community Action Executive Director Jerralynn Ness and Board Member/State Representative Margaret Doherty presented information about the Washington County Community Action agency.

They reviewed material distributed to the City Council and explained services offered to Tigard residents. This agency works to eliminate conditions of poverty for hundreds of communities in Washington County and creates opportunities for people to achieve economic security.



5. LOCAL CONTRACT REVIEW BOARD (LCRB): AWARD CONTRACT FOR THE MAIN STREET SEWER/FANNO CREEK CROSSING ELIMINATION TO JEFF KERSEY CONSTRUCTION

- Senior Management Analyst Barrett presented the staff report. Staff recommended the LCRB award the contract for construction services on the city’s Main Street Sewer/Fanno Creek Crossing Elimination project to Jeff Kersey Construction in the amount of \$243,297 and authorize the city manager to take the steps necessary to execute the contract.
- After brief discussion, motion by Board Member Buehner, seconded by Board Member Woodard, to award the contract for construction services on the city’s Main Street Sewer/Fanno Creek Crossing.

The motion passed by a unanimous vote of the LCRB present:

Chair	Yes
Board Member Henderson	Yes
Board Member Buehner	Yes
Board Member Snider	Yes
Board Member Woodard	Yes

6. LOCAL CONTRACT REVIEW BOARD: AWARD CONTRACT FOR THE 2014 PAVEMENT MAINTENANCE PROGRAM OVERLAY DESIGN SERVICES TO MURRAY, SMITH & ASSOCIATES, INC.

-  Senior Management Analyst Barrett presented the staff report and outlined the elements of the project. An intermediate QBS was required for the project. Staff recommended the LCRB award a contract for pavement overlay design services for the city’s 2014 Pavement Management Program to Murray, Smith & Associates, Inc., in the amount of \$157,973 and authorize the city manager to take the necessary steps to execute the contract.
- Board Member Henderson asked questions regarding the previous year’s budgeted amount for design services. Senior Engineering Project Engineer McCarthy and Senior Management

**TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**

Analyst Barrett confirmed work for the upcoming program will include federally mandated work on curb ramps to meet ADA requirements and represents about half of the amount to be spent on this contract. Mr. McCarthy noted last year about half of the work for this project was designed in-house. He described the work required for the curb ramps. Board Member Henderson referred to budget numbers and in response to his question, Mr. McCarthy confirmed the curb ramp portion would be allocated to the larger overall 2014 CIP budget consisting of \$1.4 million. Discussion followed on budget figures distributed among two fiscal years' budgets.

- Motion by Board Member Snider, seconded by Board Member Buehner, to award the contract for pavement overlay design services for the city's 2014 Pavement Management Program to Murray, Smith & Associates, Inc., in the amount of \$157,973 and authorize the City Manager to take the necessary steps to execute the contract.

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

Chair Cook	Yes
Board Member Henderson	No
Board Member Buehner	Yes
Board Member Snider	Yes
Board Member Woodard	Yes

Board Member Henderson advised he voted "No" because he did not understand the explanation for the proposed expenditures.



## 7. UPDATE ON THE SOUTHWEST CORRIDOR PLAN TIGARD PUBLIC INVOLVEMENT OPPORTUNITIES



Senior Transportation Planner Gray presented the staff report. She referred to a timeline distributed to the City Council.

- On Thursday, February 13 a Town Hall Meeting on the SW Corridor Plan will be hosted by the city. The purpose of this meeting is to:
  - Update residents on the SW Corridor Plan.
  - Provide information about the upcoming ballot measure (34-210).
  - Provide information to citizens about how they can participate as the plan goes forward.
- In July 2013, the SW Corridor Plan Steering Committee adopted several project elements. One of those elements was the potential for high-capacity transit connecting Portland to Tigard and Tualatin. The Committee is in the refinement stage for this plan.
- In the summer of 2014, the Steering Committee is scheduled to carry forward two primary alternatives for further analyses. These analyses will take about two or three years.

### **TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**

- Senior Transportation Planner Gray reviewed the agenda for the Town Hall on the 13<sup>th</sup>:
  - Overview of the project.
  - Overview of timeline. The earliest opening day of a high-capacity transit mode would be 2026.
  - Share opportunities for how and when citizens can participate. Provide information about how this participation can be done within the City of Tigard and how Tigard participates in the region. An outside facilitator will help with this discussion to provide an open dialogue session.
  - The majority of the time at the meeting will focus on the project; however, it is anticipated there will be a lot of interest in the ballot measure. Representatives representing the “yes” and “no” positions on the measure have been invited to present these positions.
  
- Senior Transportation Planner Gray reviewed upcoming meetings on the project.



Mayor Cook commented that the meeting on Thursday is designed as a “generic information session” to help people understand this large project over a lengthy timeframe.



## 8. RENEW ANNEXATION INCENTIVES

Associate Planner Pagenstecher presented the staff report.

- Every February City Council reviews its policy and incentives on annexation.
- The proposed resolution reflects no change in policy and establishes incentives.
- An annual review on annexation has occurred since 2007. The primary purpose of the resolution provisions is to address island areas throughout the city. Currently there are about 80 properties within islands. Good planning practice would be to include these islands within the city for better provision of services. The incentives are designed to encourage property owners in these areas to come into the city. Because of the varying reasons people might have for coming into or staying out of the city, it has been difficult to establish an effective policy to achieve the goal of annexing all islands. Over the years, additional incentives have been added. The incentive package is the same as it was last year.
- There are fiscal impacts and these are listed in the agenda item summary.

Council discussion followed:

- During discussion and reference to the agenda item summary, it was confirmed that about eight acres were annexed in 2013.
- Councilor Snider said that from an equity standpoint the decisions made by the council last year continue to be viable. He recommended the council continue this course.

### **TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**

- Councilor Buehner said she would support the proposed resolution; however, she is raising the same issue she has brought up for the last four years. She urged the council to address other components of the annexation policy and to make an affirmative decision about what should be done about the island areas. She acknowledged this year's commitment to focus on the River Terrace Community Plan. She hopes in the next fiscal year there will be a review of the island annexations on the council agenda to make a formal policy decision.
- Councilor Woodard agreed with Councilor Buehner's comments. He said he was satisfied with extending the incentives as proposed.
- Mayor Cook commented that Washington County is urging cities within the county to annex certain areas. City Manager Wine explained that at the last legislative session, the county introduced a bill to create a service to allow them to leverage additional fines and taxes in unincorporated areas in an effort to provide services. Most of the cities that still have unincorporated islands asked the county to wait to make this move as cities were concerned such a district would serve as a disincentive for unincorporated areas to annex. The county was willing to delay this bill as long as cities that still had islands within their boundaries would negotiate a rational timeline and for the remaining major unincorporated areas to annex. Mayor Cook emphasized that the potential annexations would not be exclusive to islands. City Manager Wine said this policy discussion is on the council goal list for this year; although, she is realistic in that there is an abundance of work in other areas with the most notable being the River Terrace Community Plan.
  - Mayor Cook said the main concern of the county is the areas other than the islands including the remainder of Bull Mountain and Metzger – the developed urban areas in unincorporated Washington County.
  - City Manager Wine said she sees the council facing three issues relating to annexation:
    - Completing the River Terrace Community Plan and allowing that area to be annexed to begin to develop.
    - Address the questions of island areas of unincorporated properties within the City of Tigard boundaries. The city has received very little response to inquiries regarding annexation interest. The policy issue is whether the council wants to change its policy with regard to these areas relevant to the question of annexation.
    - Address the county's request that the city investigate annexation of unincorporated areas of Bull Mountain and Metzger.
  - Councilor Buehner recalled that Associate Planner Pagenstecher presented an extensive amount of research about island areas to the City Council in 2009. When it is time to review this policy, this research will be helpful.
  - Councilor Snider said the policy discussions on the separate issues might not be very divergent; however, the legal procedures might require more study and consideration on how to move forward. Mayor Cook suggested that island and other potential annexations be discussed together initially. He acknowledged the approach and procedures would likely need to be addressed separately.

**TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**

- Council President Henderson referred to the last study on annexation, which is now ten years old. Much of this information might still be relevant and he suggested this could be used as a starting point for decision making. Councilor Buehner commented that about 20 percent of the land included in the study is now in the city. City Manager Wine agreed the study has value and agreed it needs to be updated to reflect what areas remain as unincorporated.
- Mayor Cook said the City of Forest Grove recently annexed all of its islands at the end of 2013. At the state legislature’s short session, there is a bill proposing a change to rules for island annexations over 100 acres.
- Councilor Buehner noted current law allows cities to mandate annexation of islands, but if any annexation involuntary, the newly annexed property owner would not have to pay city taxes for three years.

Motion by Councilor Woodard, seconded by Councilor Snider to adopt Resolution No. 14-10.

 **RESOLUTION NO. 14-10 - A RESOLUTION AMENDING RESOLUTION 07-13 TO EXTEND THE INCENTIVES FOR VOLUNTARY ANNEXATION OF UNINCORPORATED LANDS TO THE MUNICIPAL CITY LIMITS TO FEBRUARY 2015**

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. CONSIDER TEMPORARY PROHIBITION ON MEDICAL MARIJUANA DISPENSARIES**

Associate Planner Floyd presented the staff report and City Attorney Rihala was available to answer questions.

- There is need for clarification regarding cities’ obligations and authority in the matters around medical marijuana dispensaries. There are many outstanding questions the city needs to address in the near future. The matter was prompted by recent inquiries about whether and how private entities could operate a medical marijuana dispensary within the city.
- Staff drafted an ordinance stipulating a temporary prohibition to allow council time to study the matter and come up with a considered response. There is an automatic sunset to the ordinance, so it will not represent a permanent ban. The intent is to create some time for council consideration and action.

- The proposed ordinance would take effect through a new chapter in the Tigard Municipal Code, Chapter 5.24. The proposal was drafted to emulate a similar approach that other cities in Oregon have adopted.
- It would be beneficial for the council to take additional time to study the issue and identify challenges to determine what can be practically enforced within the scope of authority of the city. This time would allow for public outreach efforts to determine the community's stance on the issue.
- During the next year, there might be decisions rendered on legal challenges. Knowing the outcome will be helpful to clarify issues so the council can make a more informed decision. This time period will also give time should the state legislature adopt clarifying legislation.
- Associate Planner Floyd said communities are most successful in regulating this type of facility when doing so in a proactive manner.

Council discussion:

- Mayor Cook clarified there are other issues coming up regarding this subject matter and pending decisions are unknown; i.e., in the short Oregon legislative session, there is a discussion to clarify whether municipalities can even make rules associated with marijuana. Also there is a petition being circulated to submit a measure on the November ballot to legalize marijuana in the State of Oregon. The matter before the council tonight is not to debate the issue of medical marijuana, since it is legal in Oregon. Regulations regarding where a dispensary can be located are in place, so the council will not be debating related issues. The matter before the council tonight is to determine whether to hold discussions in the coming months regarding land use and marijuana dispensaries.
- In response to a question from Mayor Cook, Associate Planner Floyd advised that if someone wanted to open a dispensary in Tigard, staff would have to deny the permit. Even though medical marijuana is legal in Oregon, the Tigard Development Code explicitly stipulates a permit cannot be issued for activities that violate federal law. However, there would be circumstances where a permit would not be required and this type of dispensary could operate in the city; i.e., a dispensary in a larger store. City of Tigard's authority with regard to medical marijuana dispensaries is questionable in some areas.
- Councilor Snider said he understands the proposal tonight would allow the council some time to carefully consider the land use implications and what it means to the city. Currently there are too many questions associated with state law and, in addition, there are conflicts between state and federal law. The purpose of the ordinance would be to say no to such dispensaries to give council time to "figure it out."
- Councilor Woodard commented about the issues between state and federal regulations and whether there is a way to work around this conflict. He said the city needs to be prepared for land use issues. Councilor Snider acknowledged Councilor Woodard's comments insofar as the council should be settled in its policy should recreational marijuana become in legal Oregon.
- Councilor Buehner said she believes this topic will be pre-empted and cities will be unable to act on a local level. She says she is conflicted on the issue noting that, in general, she does not approve of medical marijuana. Due to personal health circumstances, she is aware that

**TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**

there is some evidence that marijuana in some forms is an effective treatment. She agrees the council should hold further discussions.

- Councilor Woodard noted his concerns for the implications to youth and potential detrimental outcomes if recreational marijuana use is legalized. He agreed a proactive approach by the city is advisable.
- Councilor Snider and Councilor Woodard commented on the state-regulated process for alcohol sales. Councilor Snider suggested a review of whether the alcohol regulations (land use related) might transfer to marijuana sales.
- In response to a question from Councilor Snider about whether there is a risk with the short-term prohibition proposed by the ordinance, City Attorney Rihala said she did not think there was a risk. Several entities have chosen a similar route. There are differing opinions regarding how much regulation cities can impose and whether they are pre-empted. The State Health Authority has adopted administrative rules on dispensaries, which include that in addition to state regulations such dispensaries also have to comply with local regulations. City Manager Wine clarified that these administrative rules will become effective March 1, 2014.
- Associate Planner Floyd, to respond to Councilor Snider's earlier question, advised that eating and drinking establishments are regulated by land use regulations. Other activities, such as adult entertainment are regulated. He also noted that the Oregon Liquor Control Commission works cooperatively with local police departments. There are land use regulations in place that can be "piggy backed" upon when looking for ways to regulate marijuana dispensaries.
- Associate Planner Floyd advised the proposed ordinance would expire December 31, 2014. Council could extend the ordinance or, if deemed appropriate, revoke the ordinance before December 31.
- In response to a question from Councilor Buehner, City Attorney Ramis advised the pre-emption process in the legal arena is only at the argument stage; there is no pending litigation on the subject.
- Councilor Woodard noted there are forms of the attributes of marijuana currently available by prescription. He noted the need for local land use regulations to benefit the city and especially the youth. Councilor Buehner noted some of the mainstream news reports about medically accepted benefits for certain treatments.
- Mayor Cook said he would like to begin discussions at the council level after the short legislative session adjourns. This matter will be scheduled for a workshop session in the next couple of months.
- Council President Henderson noted the need to hear from Tigard residents about how they feel about this matter as the council moves forward in its discussion.

Motion by Councilor Snider, seconded by Council President Henderson, to approve Ordinance No. 14-04.

City Recorder Wheatley read the number and title of Ordinance No. 14-04:

#### **TIGARD CITY COUNCIL MEETING MINUTES– FEBRUARY 11, 2014**

ORDINANCE NO. 14-04 -- AN ORDINANCE RELATING TO MEDICAL MARIJUANA FACILITIES; ESTABLISHING NEW TIGARD MUNICIPAL CODE CHAPTER 5.24; AND DECLARING AN EMERGENCY

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. COUNCIL LIAISON REPORTS

Councilor Woodard gave an update on a recent Parks and Recreation Advisory Board meeting. The Pedestrian/Bicycle Subcommittee will host a meet at Max's Brew Pub on February 14. On February 15 an organized biking event will be held featuring East Butte Heritage Park, Jack Park and Tigard Street areas.

During a brief discussion, Councilor Buehner expressed her desire for additional activities celebrating the recent work completed for several parks. Mayor Cook said the event Friday, February 14 is called the "openings of our new parks." Tigard has four new parks either completed or have had some changes. The event will include some acknowledgement of work done at Cook Park, the Fanno Creek Trail, Jack Park, and East Butte Heritage Park. The question to resolve is to determine if there is a ribbon cutting planned for later. City Manager Wine said she will check with staff and report to council whether an additional celebration for these new and improved parks is planned.

11. NON AGENDA ITEMS



Council President Henderson proposed a resolution to oppose Ballot Measure 34-210, a measure to adopt a Tigard policy opposing new high capacity transit corridor projects, on the March 11, 2014 ballot. He noted council members have not seen this proposed resolution and asked if the council members would like to review it.



Mayor Cook called for a recess in the meeting to allow staff time to make copies to distribute to the City Council and for the city attorney to review.

Meeting recessed: 9:09 p.m.

Meeting reconvened: 9:11 p.m.

**TIGARD CITY COUNCIL MEETING MINUTES-- FEBRUARY 11, 2014**

 Council President Henderson advised he was bringing the proposed resolution to the council as he believes some of the wording in the ballot measure would place the council in a situation to adopt a policy that was not beneficial to Tigard. He noted his position is based on what he believes to be in the best interest of his constituents.

 Councilor Snider noted the copy he was viewing was stamped with a “confidential” watermark. This is a public meeting and, therefore, the document cannot be considered confidential. Council President Henderson confirmed this is a copy of his draft and he does not consider it to be a confidential document.

 Councilor Buehner said issues that concern her about the ballot measure are the items contained in the measure that have nothing to do with high capacity transit. The city has limited resources for roads, trails and sidewalks. One of the benefits of continuing in the transportation study process is the opportunity to learn of financing sources to assist with transportation improvements. If this measure passes, she is concerned the city will be prevented from doing a lot of local improvements due to the inability to access some financial resources.

 Councilor Snider commented that as councilors they can take policy positions on a measure whereas the city itself cannot take a position on a measure. Mayor Cook confirmed this as long as the councilors/council do not use any staff time or city resources, which is why he believes Council President Henderson drafted the proposed resolution and brought it forward. City Attorney Ramis said that taking a position on a measure is within the council’s authority.

 In response to a question from Council President Henderson, City Attorney Ramis advised he just finished reviewing the draft resolution. He said he thinks there might be some minor edits in terms of format and typographical errors.

 Councilor Snider advised he opposes the initiative for many of the same reasons voiced this evening and for reasons he has stated in a number of other public forums. The proposed ballot measure stymies the council’s abilities to plan for the future. He is concerned that each councilor has stated in some public forum that he/she is opposed. He said that, in concept, he could support the resolution proposed by Council President Henderson.

 Councilor Woodard commented that in his discussions with the younger generation, this issue is confusing. Should the measure pass, the city would be telling the county, state, region and federal government that Tigard is opposed to high capacity transit in any form. This impacts the ability to plan for not only high capacity transit but in planning trail systems. Another concern is that if the city wants to control its destiny, “we need to be at the table” so the planning efforts of the rights of way do not fall to someone else. The city might not have any say on how future transit corridors are planned. The City Charter currently requires voter approval for any new city fees or revenues for light rail construction in Tigard. He noted his empathy for people who are concerned about

negative changes to the community; however, he called for planning to avoid the possibility of the worst-case scenario becoming reality.

 Councilor Buehner said she believes she has been clear that if and when there is any rapid transit that, in no case, would she support its route along 99W.

 Council President Henderson noted the costs associated with the proposed measure and the lack of apparent benefit in the long run with the passage of the measure. He thinks someone needs to take the stance to state that “this should not happen.” This was the “push” for him to decide to propose the resolution now before the City Council.

 Councilor Woodard commended Council President Henderson for bringing this forward.

 Councilor Snider asked the City Attorney if he had any concerns about the format of the resolution, which could potentially change the meaning or be of concern in a content perspective. City Attorney Ramis said no, he has noted his edits and will give them to the City Recorder.

Motion by Council President Henderson, seconded by Councilor Snider, to approve Resolution No.14-11.

**RESOLUTION NO. 14-11 – A RESOLUTION OPPOSING BALLOT 34-210, A MEASURE ADOPT TIGARD POLICY OPPOSING NEW HIGH CAPACITY TRANSIT CORRIDOR PROJECTS ON THE MARCH 11, 2014 BALLOT**

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

12. EXECUTIVE SESSION: Not held.

13. ADJOURNMENT – 9:24 p.m.

Motion by Councilor Snider, seconded by Councilor Woodard, 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



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Catherine Wheatley, City Recorder

Attest:

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Mayor, City of Tigard

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

**AIS-1517**

**6.**

**Business Meeting**

**Meeting Date:** 03/25/2014

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

**Agenda Title:** Consider a Resolution Granting Exemption from Property Taxes under TMC 3.50 for Five Non-Profit Low Income Housing Projects

**Prepared For:** Toby LaFrance

**Submitted By:** Liz Lutz, Financial and Information Services

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

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall four low-income housing projects owned and operated by Community Partners for Affordable Housing (CPAH) and one project owned by Hawthorne Urban Development LLC. be exempted from City of Tigard property taxation for 2014?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends approval of this resolution.

**KEY FACTS AND INFORMATION SUMMARY**

Tigard Municipal Code 3.50 allows certain organizations providing low-income housing to be exempted from Tigard property taxation upon application by March 1 of each year and a demonstration of compliance with certain criteria listed in the Code.

Community Partners for Affordable Housing owns and operates Greenburg Oaks, located at 11875 SW 91st Avenue in Tigard. They also own Village at Washington Square at 11157-11163 SW Hall Blvd in Tigard, the Knoll at Tigard, 12291 SW Knoll Drive, and a single family house located at 9330 SW Tangela Court in Tigard. Hawthorne Urban Development LLC owns and operates Hawthorne Villa at 7705 SW Pfaffle St. These projects are operated as low-income housing and meet all criteria listed in the Tigard Municipal Code. Community Partners for Affordable Housing submitted four applications for exemption from 2014 property taxes on February 25, 2014, and Hawthorne Urban Development

submitted their application on February 12, 2014, which is within the March 1 deadline.

These applications were reviewed by staff in the city's Community Development Department and staff determined that the requested tax exemptions are consistent with the applicable Tigard Municipal Code and also the adopted City Housing Policy.

The attached resolution gives consent from the City of Tigard for this tax exemption.

### **OTHER ALTERNATIVES**

Do not approve this tax exemption.

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

NA

### **DATES OF PREVIOUS CONSIDERATION**

NA

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#### **Fiscal Impact**

**Cost:** 39,954

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

**Where Budgeted (department/program):** General Fund

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

The cost of \$39,954 is the amount of Property Tax that Tigard will not collect next year by granting the exemption. Attached to the AIS is a table showing the properties and their estimated values and the impact to Tigard.

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#### **Attachments**

Council Resolution

Greenburg Oaks

Tangela

The Knoll at Tigard

Village at Washington Square

Hawthorne Villa

Fiscal Impact

Fiscal Impact

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 14-

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER TIGARD MUNICIPAL CODE SECTION 3.50 FOR FIVE NON-PROFIT LOW-INCOME HOUSING PROJECTS OWNED AND OPERATED BY COMMUNITY PARTNERS FOR AFFORDABLE HOUSING (CPAH) AND HAWTHORNE URBAN DEVELOPMENT LLC

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WHEREAS, Tigard Municipal Code (TMC) section 3.50 provides procedures for application and consideration on non-profit corporation low-income housing project exemptions from property taxes; and

WHEREAS, the TMC requires application for exemption be filed with the city by March 1 ; and

WHEREAS, Community Partners for Affordable Housing is a qualified non-profit organization, filed a request dated February 25, 2014 for exemption from property taxes for four low-income housing projects, and Hawthorne Urban Development LLC, also a qualified non-profit organization, filed a request dated February 12, 2014 for exemption from property taxes, for one low-income housing project, both under TMC 3.50 and meets all the applicable criteria for exemption; and

WHEREAS, upon review of the application it was found granting the exemptions would be consistent with the applicable Tigard Municipal Code and also with the adopted city housing policies.

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

SECTION 1: The applicants, Community Partners for Affordable Housing and Hawthorne Urban Development LLC, qualified for the exemption set forth in Tigard Municipal Code Section 3.50.

SECTION 2: The Finance and Information Services Director is directed to certify to the Assessor of Washington County that the City of Tigard agrees to the continued exemption of property taxes for the following four properties that received exemption in the prior year:

- a. Village at Washington Square, 11157-11163 SW Hall Blvd., Tigard
- b. Single-family house located at 9330 SW Tangela Court, Tigard
- c. Greenburg Oaks, 11875 SW 91<sup>st</sup> Avenue, Tigard
- d. The Knoll @ Tigard, 12291 SW Knoll Drive, Tigard

SECTION 3: The Finance and Information Services Director is directed to certify to the Assessor of Washington County that the City of Tigard agrees to the additional abatement of property taxes for the following one property that did not receive abatement in the prior year:

- a. Hawthorne Villa, 7705 SW Pfaffle, Tigard

SECTION 4: The Finance and Information Services Director is informing the Assessor of Washington County that the City of Tigard has not dropped exemption of property taxes for the any properties that received exemption in the prior year:

SECTION 5: 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

**COMMUNITY PARTNERS**

FOR AFFORDABLE HOUSING, INC.



PO Box 23206 • Tigard OR 97281-3206 • Tel:503-293-4038 • Fax:503-293-4039 •  
www.cpahinc.org • info@cpahinc.org

## City of Tigard

# Application for Tax Abatement

February 21, 2014

Greenburg Oaks (formerly Villa La Paz) Apartments  
11875 SW 91st Avenue, Tigard

**A. Property Description**

**B. Project's Charitable Purpose**

**C. Certification of Resident Income Levels**

**D. How Tax Exemption Will Benefit Residents**

**E. Tax Exempt Status**

**F. Verification of Information**

**G. IRS Letter**

## **A. Property Description**

**Greenburg Oaks Apartments (Tax account # R-276472), 11895 SW 91<sup>st</sup> Avenue**, is just off Greenburg Road, near Pacific Highway. The site sits on 3.01 acres and consists of 84 units in four buildings: 12 one-bedroom/one-bath 564 square foot units, 60 two-bedroom/one-bath 839 square foot units, and 12 three-bedroom/one-bath 1,007 square foot units. In 1998, CPAH added the now much used Community Center to the complex. The Community Center houses a computer center, library, multipurpose room and property management office. In 2005/2006, CPAH completed a \$3.5 million dollar rehabilitation of the apartment interiors, building exteriors and project site. Highlights of the rehab included: replacing all building siding and windows, re-configuring and repaving the parking lot, replacing all landscaping, upgrading the recreation facilities, upgrading site lighting and signage. Interior work included replacing all waterlines and drains, replacing all cabinets, countertops, light fixtures and most appliances (refrigerators, dishwashers, hot water heaters) with Energy Star rated devices, replacing all window coverings and many carpets, re-texturing and repainting all apartment interiors. The rehab project featured energy saving appliances, compact fluorescent light fixtures, better insulation, and low volume plumbing fixtures, all of which have reduced tenant energy costs.

The rehab work was done without displacing any tenants and with very minimal rent increases. As a testament to the quality of the rehab work, vacancies generally average under 5%, accounts payable are current and annual cash flow is positive. In 2011, CPAH completed exterior re-caulking and exterior painting as part of on-going quality maintenance at Greenburg Oaks.

Financing for the project came from a number of public and private grants and low income housing tax credit investments. No new debt was taken on. Approximately \$10,000 of the funding was provided by the City of Tigard Affordable Housing Fee Assistance program. Other funding came from the Meyer Memorial Trust, the Paul Allen Foundation, the Oregon Community Foundation, Washington County Office of Community Development through the CDBG and HOME investment programs, and the State of Oregon. Key Bank increased its investment by over \$2 million dollars.

**Legal Description:** The site is located in the southeast  $\frac{1}{4}$  of Section 35, Township 1 South, Range 1 West (Willamette Meridian).

**Tax Lot:** The Washington County Map shows the site as tax lot 23-74-2000, Parcels I, II, and III.

## **B. Project's Charitable Purpose**

**The mission of Community Partners for Affordable Housing, Inc. (CPAH) is to promote a healthy community through the development of: permanent affordable housing, sustainable economic growth, and community-based partnerships.**

CPAH's acquisition and renovation of the complex has ensured that the previously neglected property is professionally managed as safe, decent, and affordable housing. Greenburg Oaks has significantly reduced the housing cost burdens of our families. The efficient delivery of our services improves the health and prospects for all household members, and serves to help break the multi-generational cycles of poverty. CPAH's commitment to 40 years of affordability for

those at 50 and 60% of median income guarantees that these apartments will be affordable effectively for the life of the buildings.

CPAH maintains active partnerships with the Tigard Police Department, Tualatin Valley Fire & Rescue, Tigard Libraries, and the Tigard School District to enhance the safety and quality of life for residents and to be sure that our programs are well-coordinated with other community resources. Partnerships with Community Action, Good Neighbor Center, Luke-Dorf, HopeSpring, Neighborhood House, Lifeworks NW and other organizations to provide information and referral as well as emergency services like food boxes and rent and utility assistance. Coordination agreements with these agencies enhances ongoing case management and provides a fresh start to many families facing significant barriers moving from homelessness to permanent housing. Several families each year are being reunited with their children as a result of receiving a housing opportunity at Greenburg Oaks. Three of the apartments are reserved for low income families with at least one member in active recovery from alcohol or drug addiction and an additional two apartments are set-aside for clients of the LukeDorf Housing Team.

The Community Center at Greenburg Oaks is the focal point for support, skill building, and community building activities offered by CPAH through its resident services program which includes after-school and summer youth programs as well as the annual winter coat distribution and holiday event. CPAH's on-site computer learning center is used by youth for homework, research, e-mail, and educational games; and by adults for job search activities and Internet access. The Tigard Library has twice obtained grant resources to purchase children's material for our on-site library.

CPAH offers a variety of adult services as well. The Community Center is also host to a number of general community activities including rent readiness courses, HopeSpring parenting classes, financial literacy classes, parenting safety skills and budget and nutrition classes. The Community Center hosts weekly meetings for AA, NA, and Alanon groups. Food distributions are also held in the Community Center for both the residents at Greenburg Oaks and others in the Tigard community.

### **C. Certification of Resident Income Levels**

Resident income levels are verified upon application for tenancy and are recertified each year. CPAH has covenants with the state and with Washington County to use the property exclusively for low income rentals for a period of at least 40 years. These covenants require that all households have earnings at or below 60% of the area median income. Some units are restricted to households earning at or below 50%. Compliance with these covenants is monitored by the State of Oregon Department of Housing and Community Services and by the Washington County Office of Community Development. We certify that all apartments in this property are targeted to and remain affordable to households earning at or below 60% of the Area Median Income.

### **D. How Tax Exemption Will Benefit Residents**

100% of the property tax exemption is a direct subsidy for the residents. Every dollar reduction in operating costs is passed on as a reduction in the scheduled rents. Some costs, such as the cost of operating our youth programs, must be funded from outside sources mostly through fund raising. Without property tax abatement, we would have to shift some of our fundraising efforts from developing sources for these programs and use them instead to cover basic operations.

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

DEPARTMENT OF THE TREASURY

Date:

MAR 11 1998

COMMUNITY PARTNERS FOR AFFORDABLE  
HOUSING  
PO BOX 23206  
TIGARD, OR 97281-3206

Employer Identification Number:  
93-1155559

DLN:

17053030720009

Contact Person:

THOMAS E O'BRIEN

ID# 31187

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

February 1995

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a) (1) and 170(b) (1) (A) (vi).

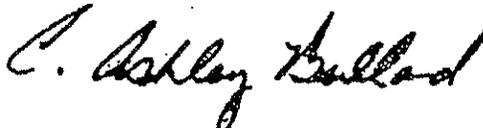
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) (1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a) (1) organization.

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If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

Letter 1050 (DO/CG)



# **City of Tigard**

## **Application for Tax Abatement**

---

February 21, 2014

Tangela Single Family Rental Home  
9330 SW Tangela Tigard, OR

**A. Property Description**

**B. Project's Charitable Purpose**

**C. Certification of Resident Income Levels**

**D. How Tax Exemption Will Benefit Residents**

**E. Tax Exempt Status**

**F. Verification of Information**

**G. IRS Letter**

## **A. Property Description**

**Community Partners for Affordable Housing, Inc. acquired the single family "Tangela House" at 9330 SW Tangela in Tigard, on December 31, 1999, with assistance from the Washington County CDBG program and an original loan from Washington Mutual Savings Bank which is now with Banner Bank. The Tangela home is located just two blocks from CPAH's multifamily project, Greenburg Oaks Apartments and is overseen by the site manager at Greenburg Oaks.**

The two story 1,916 square foot house sits on a 5,450 square foot lot and is zoned R-7 residential. CPAH converted an upstairs bonus room into a 5th bedroom and completed other necessary repairs after the initial acquisition as well as additional upgrades after the first turnover. In 2013, CPAH replaced the furnace and plans to re-roof and re-paint the home in 2014.

The first residents lived in the home from early 2000 until late 2006 when they moved out of the area. The current residents have been in the home since February 2007 and remain in the home today. We consider these tenancies as very successful outcomes providing a stable neighborhood environment to raise families that had previously experienced transient and sub-standard housing.

**Legal Description:** Barbee Court, Lot 1, Tigard, County of Washington, State of Oregon.

**Tax Lot:** 1S135DC-05300.

## **B. Project's Charitable Purpose**

**The mission of Community Partners for Affordable Housing, Inc. (CPAH) is to promote a healthy community through the development of permanent affordable housing, sustainable economic growth, and community-based partnerships.**

CPAH acquired the single family home in order to assist the County and the Good Neighbor Center Shelter in meeting a "replacement unit" requirement triggered by the Uniform Relocation Act when the shelter acquired its current site and demolished a single family home housing a low-income family. CPAH completed needed repairs and upgraded the Tangela home to a five-bedroom dwelling, in order to provide a rare opportunity in our community — an affordable single-family rental house for a very large family.

The home is proximate to CPAH's Greenburg Oaks property, where management and resident services are available to the household. These services include a computer center, community room, neighborhood watch, Individual Development Account grants, and other programs. The resident services coordinator and property management staff visit the home on a regular basis to ensure that the property is well managed and to maintain an ongoing relationship with the residents.

The home is located within a census tract (309) which has a higher than average concentration of low-income rental households. The number of residents without a high school diploma is notably higher than for Tigard as a whole. This area boasted the second highest concentration of children under 9 of the eight census tracts in Tigard. While this area represents 9% of Tigard's population base, it is home to nearly 16% of the city's minority households.

**C. Certification of Resident Income Levels**

Resident income level is verified upon application, and must be less than 60% of the area’s median income. Income is recertified annually. We certify that all residents served by this property earned at or below 60% of the AMI.

**D. How Tax Exemption Will Benefit Residents**

100% of the property tax exemption is passed on as a direct subsidy for the residents. Every dollar reduction in operating costs results in a reduction in the scheduled rents. Some costs, such as the cost of operating our youth programs, must be funded from outside sources. Without property tax abatement, we would have to shift some of our fundraising efforts from developing sources for these programs and use them instead to cover basic operations.

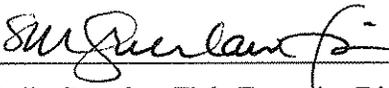
It can be argued that using property tax revenues to subsidize well managed affordable housing results in a net savings of public resources. Fewer and less-severe police calls, healthier students, and stably housed social service consumers, all provide a direct reduction in the demand for government funded services.

**E. Tax Exempt Status**

CPAH is direct owner of the Tangela property and is a nonprofit 501(c)(3) organization. Our operations are audited annually to, among other things, confirm that we are in compliance with our charitable status and with requirements of the County grant and Banner Bank loan documents.

**F. Verification of Information**

I hereby certify that the information in this application for tax abatement is accurate and complete to the best of my knowledge. Income Property Management Company performs day-to-day management of the property and is responsible for certifying income levels of residents for compliance with program guidelines.

  
\_\_\_\_\_  
Sheila Greenlaw-Fink, Executive Director

2.24.14  
Date

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

DEPARTMENT OF THE TREASURY

Date:

MAR 11 1995

COMMUNITY PARTNERS FOR AFFORDABLE  
HOUSING  
PO BOX 23206  
TIGARD, OR 97281-3206

Employer Identification Number:

93-1155559

DIN:

17053030720009

Contact Person:

THOMAS E O'BRIEN

ID# 31187

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

February 1995

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

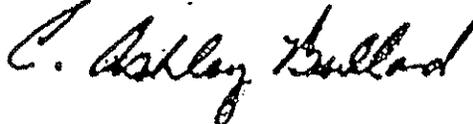
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Sincerely yours,



District Director

Letter 1050 (DO/CG)

# City of Tigard

# Application for Tax Abatement

---

February 21, 2014

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The Knoll @ Tigard

12291 SW Knoll Drive

Tigard, Oregon 97223

**A. Property Description**

**B. Project's Charitable Purpose**

**C. Certification of Resident Income Levels**

**D. How Tax Exemption Will Benefit Residents**

**E. Tax Exempt Status**

**F. Verification of Information**

**G. IRS Letter**

## **A. Property Description**

The Knoll @ Tigard is located at 12291 SW Knoll Drive in Tigard (on Hall Boulevard between SW Knoll and SW Hunziker). The Knoll is a prime example of urban development, perched on the edge of the developing downtown of the City of Tigard, walking distance to the library, senior center, transportation, shopping and a variety of other amenities. Previously, three parcels of land totaling 1 acre supported only 3 single family residences. Following the recent zone change, and consistent with the long range goals of the City development plans, The Knoll @ Tigard brings this density to nearly 50 units per acre. The design takes advantage of a site with an established infrastructure of utilities, adjacent transportation and services. The Knoll receives a "very walkable" rating from Walkscore.com.

The Knoll @ Tigard is a 45,000 square foot, 48-unit apartment building along with common rooms and meeting space, providing active living for independent, low-income seniors. Streetscape improvements were required on all 3 street frontages, including development of sidewalks, planting strips with street trees and below-grade utilities. Public spaces including entry courtyards and site walks are well lit. The Knoll @ Tigard is a secure access building with a surveillance system.

The total site contains .98 acres.

Legal Description: see attached Exhibit A

Tax Lot: R458454, R458436, R458445

## **B. Project's Charitable Purpose**

**The mission of Community Partners for Affordable Housing, Inc. (CPAH) is to promote a healthy community through the development of: permanent affordable housing, sustainable economic growth, and community-based partnerships.**

The Knoll @ Tigard is CPAH's first affordable units for seniors in Tigard and compliments CPAH's affordable units for seniors in Hillsdale. The 48 units are affordable to very low and low income residents on a permanent basis (The Knoll @ Tigard provides affordable housing for a minimum of sixty (60) years, with maximum rents regulated by covenants on the property). Rents are affordable to households at 30% to 60% of area median income and below market rents. 45 of the units are one bedroom units and 3 of the units are two bedroom units (1 of which for the on-site manager). 12 of the one bedroom units are Project Based Section 8 units through the Washington County Housing Authority and are set-aside for Veterans.

CPAH has expanded its community partnerships with the Tigard Police, the Tigard Library and the VA.. The common areas include a nice living room and kitchen for residents' use as well as a computer center. The community room is available for resident potlucks, holiday events and other activities.

## **C. Certification of Resident Income Levels**

Resident income levels are certified upon application. The seniors at The Knoll may remain in their units as long as they income qualify at entry. Rents for the one bedroom units average \$610 per month for the one-bedroom apartments (13% + below market rates). Rents are \$707 per month for the two-bedroom apartments. Water, sewer and trash are included in the monthly rental.

#### **D. How Tax Exemption Will Benefit Residents**

The property tax exemption is a direct savings for the residents, allowing for reduced operating costs which results in reduced rents for the seniors at The Knoll. For both the initial development, and long term operations of the project, full tax abatement is essential. The project pro forma allowed for the construction of The Knoll which meets all City and State design requirements along with affordable rents for our seniors.

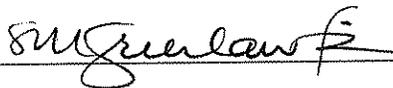
The Knoll includes financing through Washington County HOME and CDBG funds, State of Oregon Trust Fund and Tax Credits. JP Morgan Chase is the private lender with Enterprise Neighborhood Partners as the investor (under the tax credit program). Tax abatement was critical in meeting lender and investor requirements while keeping rents affordable for The Knoll @ Tigard and is key to long-term sustainability of the project operating with affordable rents for seniors.

#### **E. Tax Exempt Status**

CPAH, an Oregon non-profit, is the general partner of The Knoll @ Tigard Limited Partnership, a single asset entity. CPAH's IRS Determination Letter is attached. CPAH undergoes full audit of its books annually, as does The Knoll @ Tigard. Mark Schwing of Markusen & Schwing in Beaverton currently provides audit services for CPAH and CPAH's single asset properties. The State of Oregon Housing and Community Services Department and the U.S. Department of Housing and Urban Development both inspect and audit the project annually. The tax credit investor (Limited Partner) also monitors and inspects the project as does Washington County.

#### **F. Verification of Information**

As CPAH's executive director, I hereby certify that the information in this application for tax abatement is accurate and complete to the best of my knowledge. Income Property Management acts as the property management agent providing the day-to-day management of the property and is responsible for certifying income levels of each resident for compliance with program guidelines. .

  
\_\_\_\_\_

Sheila Greenlaw-Fink, CPAH Executive Director

Date: 2.24.14

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

DEPARTMENT OF THE TREASURY

Date:

MAR 11 1999

COMMUNITY PARTNERS FOR AFFORDABLE  
HOUSING  
PO BOX 23206  
TIGARD, OR 97281-3206

Employer Identification Number:

93-1155559

DLN:

17053030720009

Contact Person:

THOMAS E O'BRIEN

ID# 31187

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

February 1995

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

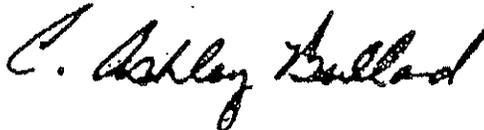
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If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

Letter 1050 (DO/CG)

# COMMUNITY PARTNERS

FOR AFFORDABLE HOUSING, INC.



PO Box 23206 • Tigard OR 97281-3206 • Tel:503.-293-4038 • Fax:503-293-4039 • www.cpahinc.org • info@cpahinc.org

## City of Tigard Application for Tax Abatement

---

February 20, 2014

Village at Washington Square

11157-11163 SW Hall Boulevard, Tigard

**A. Property Description**

**B. Project's Charitable Purpose**

**C. Certification of Resident Income Levels**

**D. How Tax Exemption Will Benefit Residents**

**E. Tax Exempt Status**

**F. Verification of Information**

**G. IRS Letter**

## **A. Property Description**

Village at Washington Square is located at 11157-11163 SW Hall Boulevard, between SW Spruce and SW Pfaffle in Tigard. The site is located within the Washington Square Regional Center and is proximate to employment opportunities as well as public transportation and other services. The Village at Washington Square includes three residential buildings with a total of 26 dwelling units, and a community building, all arranged around a central courtyard/play yard. The project includes one studio, seven one-bedroom, five two-bedroom, seven three-bedroom and six four-bedroom units. Eleven of the units are traditional apartment flats, while the other 15 are two-story townhomes with bedrooms above the main floor living space. The total site sits on .84 acres.

In 2012, Village at Washington Square received exterior caulking and painting as part of the on-going focus on quality maintenance. Some additional landscaping was completed in 2013.

**Legal Description:** Partition Plat 1998-038, Lot 1 and Partition Plat 1998-038, Lot 2 in the City of Tigard, County of Washington, State of Oregon

**Tax Lot:** 1S135DA (04600 & 04700)

## **B. Project's Charitable Purpose**

**The mission of Community Partners for Affordable Housing, Inc. (CPAH) is to promote a healthy community through the development of: permanent affordable housing, sustainable economic growth, and community-based partnerships.**

When it opened in 2002, The Village at Washington Square was the first addition of affordable units to the Tigard housing stock in a decade. The 26 units are priced to be affordable to very low, low, and moderate-income residents. The project is subject to an extended use agreement to keep the rents affordable for 60 years, effectively the full life of the project. This covenant is recorded with the title of the property and requires that rents will be affordable to households at 30%, 45% and 60% of area median income and significantly below market rents. Half of the units are three and four bedroom apartments serving larger families who are often unable to find affordable rental opportunities in Tigard.

CPAH maintains active partnerships with the Tigard Police Department, Tualatin Valley Fire & Rescue, Tigard Libraries, and the Tigard School District to enhance the safety and quality of life for residents and to ensure that our programs are well-coordinated with other community resources. CPAH works closely with Community Action and other agencies to provide information and referral as well as emergency services such as food boxes as well as rent and utility assistance. Coordination agreements with social service programs such as HopeSpring (a partnership of Lutheran Family Services, Community Action Organization, Good Neighbor Center, Luke-Dorf, and Lifeworks NW enhance ongoing case management and link stable housing with successful program outcomes.

CPAH offers a variety of programs for youth including after school and summer programs as well as adult services including Neighborhood Watch, classes in support of parenting skills, budgeting and other financial literacy skills, and nutritional shopping and cooking. The Community Center is also host to HopeSpring self-sufficiency classes.

The Village at Washington Square is located within a census tract (309) which has a higher than average concentration of low-income rental households. The number of residents without a high school diploma is notably higher than for Tigard as a whole. This area has the second highest

concentration of children under 9 of the eight census tracts in Tigard. While this area represents 9% of Tigard's population, it is home to nearly 16% of the city's minority households.

### **C. Certification of Resident Income Levels**

Resident income levels are verified upon application for tenancy and at annual re-certification. Residents may remain in their units as long as they income qualify at entry. Rents are well below the market for the area. We certify that all apartments in this project are targeted to and remain affordable to households earning at or below 60% of the AMI. Compliance with income restriction requirements is audited annually by the State of Oregon Department of Housing and Community Services, Washington County Office of Community Development, and by our limited partner investor, Key Bank.

### **D. How Tax Exemption Will Benefit Residents**

100% of the property tax exemption is a direct subsidy for the residents (lower rents) as operating costs are lower due to tax abatement. Some costs, such as the cost of operating our youth programs, must be funded from outside sources. Without property tax abatement, we would have to shift some of our fundraising efforts from developing sources for these programs and use them instead to cover basic operations.

It can be argued that using property tax revenues to subsidize well managed affordable housing units results in a net savings of public resources. Fewer and less-severe police calls, healthier students, and stably housed social service consumers, all provide a direct reduction in the demand for government funded services.

### **E. Tax Exempt Status**

CPAH is the general partner of the Village at Washington Square Limited Partnership, a single entity asset. CPAH's IRS Determination Letter is attached. CPAH undergoes full audit of its books annually, as does the Village at Washington Square. The State of Oregon Housing and Community Services Department and the U.S. Department of Housing and Urban Development review the project and resident files annually.

### **F. Verification of Information**

I hereby certify that the information in this application for tax abatement is accurate and complete to the best of my knowledge. Income Property Management Company performs day-to-day management of the property and is responsible for certifying income levels of each resident for compliance with program guidelines.

  
\_\_\_\_\_  
Sheila Greenlaw-Fink, Executive Director

2.24.14  
\_\_\_\_\_  
Date

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

DEPARTMENT OF THE TREASURY

Date:

MAR 11 1999

COMMUNITY PARTNERS FOR AFFORDABLE  
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PO BOX 23206  
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Employer Identification Number:

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Contact Person:

THOMAS E O'BRIEN

ID# 31187

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

February 1995

Addendum Applies:

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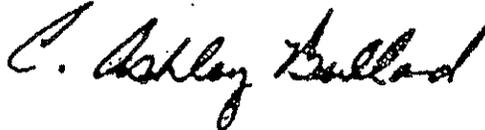
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Sincerely yours,



District Director

Letter 1050 (DO/CG)



Cascade  
Management, Inc.

13221 SW 68th Parkway, Suite 310, Portland, OR 97223  
p 503 682 7788 | f 503 682 5656 | TDD 711

February 7, 2014

Toby LaFrance, Finance Director  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223  
SENT VIA EMAIL ELECTRONIC PDF to:  
[Lizabeth@tigard-or.gov](mailto:Lizabeth@tigard-or.gov)

Dear Toby LaFrance:

Please find the attached application for tax abatement for Hawthorne Villa Apartments, located at 7705 SW Pfaffle St. in Tigard. Enclosed in this packet is the application itself and attachments including ownership and lease documents, Oregon Housing and Community Services Project Restrictions and evidence of the 501(c)3 designation for the non-profit partner Accessible Living, Inc.

Please let me know if you have any questions.

Sincerely,

Dave Bachman  
President and CEO  
Consultant and Management Agent to Hawthorne Villa

cc: Liz Lutz at [Lizabeth@tigard-or.gov](mailto:Lizabeth@tigard-or.gov) – City of Tigard



Cascade Management, Inc., does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs and activities. The Compliance Officer is designated as the 504 Compliance Coordinator.

**ACCESSIBLE LIVING INC.**

**6160 SW Main Avenue**

**Beaverton Oregon, 97008**

## **City of Tigard**

# **Application for Tax Abatement**

February 3, 2014

Hawthorne Villa Apartments

Address here:

A.	Property Description
B.	Projects Charitable Purpose
C.	Certification of Residents Income Levels
D.	How Tax Exemption Will Benefit Residents
E.	Tax Exempt Status
F.	Verification of Information
G.	Attachments (List)

## A. Property Description

Hawthorne Villa Apartments, (Tax account # R282429, is located at 7705 SW Pfaffle St, Tigard OR 97223 just off of Pacific Highway in Tigard Oregon. The site sits on 4.76 acres and provides 119 units of affordable housing for low-income residents of Tigard. The property includes 8 apartment buildings and a house that contains the manager's unit and office. The property has 30 studios, 84 - 1 bedroom and 5 - 2 bedroom units.

The project was purchased by Hawthorne Urban Development LLC in September of 2011 for the purpose of maintaining affordability of Hawthorne Villa, Improving its' accommodations to a sustainable and thriving community and re-establishing resident service activities through a non-profit partnership.

The project has received private financing totaling \$2.45 million. An additional \$1,008,300 of additional financing is secured to complete project renovations. This is based on the Owner's commitment to deliver quality affordable housing in the City of Tigard.

The project is close to transportation and retail. Employment proximity is also excellent to many entry level service jobs, including many stores, banks or restaurants along Pacific Highway in Tigard. Many of the existing residents at Hawthorne Villa work within walking distance of the property.

Legal Description: See Attached as part of Oregon Affordable Housing Commitment Documents

### GENERAL INFORMATION

Name: Hawthorne Villa Apartments  
Property Type: Multi-Family (Garden/Low Rise) LIHTC Apartments  
Address: 7705 SW Pfaffle Street  
Tigard, Oregon 97223  
Assessor's Parcel #: R282429  
Census Tract No.: 306.00

Site Description:

USABLE AREA	EXCESS AREA	SURPLUS AREA	GROSS AREA
SF ACRES	SF ACRES	SF ACRES	SF ACRES
207,346 4.76	0 0.00 0	0.00	207,346 4.76

Zoning: Medium-Density Residential (R-12)

Improvement Description:

No. of Total Buildings: 9 (8 one and two-story apartment buildings and 1 single-family home that is used as a leasing office and manager's unit).

Number of Units: 118

Amenities: Laundry rooms, storage units, and leasing office. Several landscaped courtyards on the property.

The property has 30 studios, 84 - 1 bedroom and 5 - 2 bedroom units.

**B. Project's Charitable Purpose**

Accessible Living Inc.'s mission is to provide low- cost housing which meets the specialized needs of seniors and disabled persons and their families and to promote the public's awareness of the plight of disabled persons to obtain low-cost accessible housing.

ALI's involvement in Hawthorne Villa will be to provide support to residents in obtaining and retaining affordable housing through the delivery of resident services. ALI will work to identify the needs of Hawthorne Villa residents and work with the residents and property management to support residents in connecting with community programs and services to address those needs, including access to emergency services such as local food programs, utility assistance, eviction prevention and services for individuals and families struggling with addiction, mental health issues and other disabilities.

ALI has developed and will continue to develop partnerships with organizations such as the Oregon Food Bank, Luke- Dorf (draft MOU already established), Lifeworks NW, Community Action, Hope Spring, and other community organizations to provide resource and referral. Where appropriate ALI will develop MOU's and release of information with residents, property management and community partners to better coordinate services and housing and to avoid tenant eviction.

ALI will partner with Housing Independence, a non-profit service provider for individuals with special needs including seniors, individuals with physical and developmental disabilities, veterans and other underserved special needs populations that may need support in obtaining and retaining housing.

The project has developed a current budget and commitment of \$30,000 per year to sustain service delivery to residents. The services budget and delivery will be the sole and direct responsibility of ALI.

#### **C. Certification of Resident Income Levels**

Resident income levels are verified upon application. Hawthorne Villa currently has an extended use agreement with Oregon Housing and Community Services that will restrict the property be exclusively used for low income rentals until January 1, 2025. These covenants require that all households have earnings at or below 60% of the area median income. Currently the property income demographics demonstrate the need for continued affordability and a service commitment. We certify that all apartments in this property are currently rented to and will remain affordable to households earning at or below 60% of the area median income until January 1, 2025.

#### **D. How tax exemption will benefit residents**

100% of the property tax exemption is a direct subsidy that benefits residents. Every dollar in tax reduction is passed on in scheduled rents and in the delivery of resident services programs. Without this funding Hawthorne Villa would not be able to retain its current affordability (below the 60% restriction). The tax exemption also allows for a \$30,000 per year services budget to offer much needed services that supports residents in obtaining and retaining their housing, including connecting them with emergency services for eviction prevention.

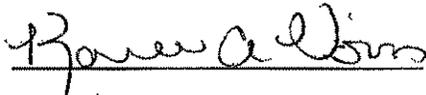
It can be argued that using property tax revenues to subsidize well managed affordable housing unit's results in a net savings of public resources. Fewer and less-severe police calls, healthier residents and stably housed social service consumers, all provide a direct reduction in the demand for government funded services.

**E. Tax exempt status**

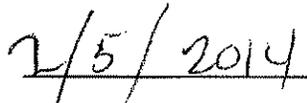
Hawthorne Urban Development is the Owner (Landlord) who has entered into a lease agreement with Hawthorne Villa General Partnership (Tenant). ALI is a General Partner to Hawthorne Villa General Partnership who is responsible for day to day operation of the project. Hawthorne Villa General Partnership has a leasehold interest in Hawthorne Villa through the lease (attached).

**F. Verification of Information**

I hereby certify that the information for this tax abatement application is accurate and complete to the best of my knowledge. Cascade Property Management performs the day to day management of the property and is responsible for certifying income levels of each resident for compliance with program guidelines.



Karen Voiss, Executive Director  
Accessible Living, Inc.  
General Partner of Tenant (Hawthorne Villa GP)



Date

**G. Attachments**

OHCS Low Income Housing Commitments and Assignment  
Lease to Hawthorne Villa General Partnership  
Hawthorne Villa General Partnership Agreement  
Accessible Living Inc. 501c(3) evidence

AIS-Fiscal Impact of Tax Exemption

Property	Estimated Market Value*	City of Tigard Tax Rate (Including Bond Levy)	City of Tigard Property Tax Impact (Estimated)	Total Tax Rate	Total Property Tax Impact
Village at Washington Square	\$891,950	\$2.94450/\$1,000	\$2,891	\$16.7390/\$1,000	\$14,930
Single Family Home – 9330 SW Tangela Ct.	\$225,840	\$2.94450/\$1,000	\$665	\$16.7390/\$1,000	\$3,780
Greenburg Oaks	\$3,970,130	\$2.94450/\$1,000	\$11,690	\$16.7390/\$1,000	\$66,456
The Knoll @ Tigard	\$3,514,800	\$2.94450/\$1,000	\$10,349	\$16.7390/\$1,000	\$58,834
Hawthorne Villa	\$4,876,670	\$2.94450/\$1,000	\$14,359	\$16.7390/\$1,000	\$81,630
Total Impact			\$39,954		\$225,630

\* Because these properties have been exempted from property taxation in the past, Washington County does not show a current assessed value. These figures are an updated market value.

**AIS-1645**

**7.**

**Business Meeting**

**Meeting Date:** 03/25/2014

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

**Agenda Title:** Approve Enterprise License Agreement with ESRI for City's GIS (geographic information system)

**Submitted By:** Preston Beck, Financial and Information Services

**Item Type:**

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

**Public Hearing**

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Approval of contract for an enterprise license agreement (ELA) from Environmental Systems Research Institute, Inc. (ESRI) for Geographic Information System (GIS) core software. This would be 3rd such renewal by the City of the ELA with ESRI since they started offering the umbrella license agreement back in 2008.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board approve the contract for the enterprise license agreement from ESRI.

**KEY FACTS AND INFORMATION SUMMARY**

Environmental Systems Research Institute, Inc. (ESRI), the software vendor for the City's GIS (geographic information system), offers a tiered licensing program for small municipalities of under 50,000 population and under 100,000 population. The licensing program institutes an Enterprise License Agreement (ELA) and essentially allows a municipality to have a single umbrella license agreement covering ESRI's core software suite, rather than individual licenses for each piece of software, as well a complicated licensing scheme for software on servers. The City of Tigard entered into a Small Municipality ELA with ESRI back in 2008 (under the 50,000 population tier) and the arrangement has proven to be very successful.

The renewal of ELA program is still the same price it was six years ago, \$35,000 per year and

requires the City to commit to another 3 year term. Billing will occur on an annual basis and after the 3 years, the municipality can again renegotiate the program. City staff evaluated licensing cost compared to its current original licensing cost and found it still to be a better value for the City. In addition, staff time related to software procurement and license administration was greatly reduced with the ELA.

The licensing program also allows the City use additional functionality and software extensions previously unavailable, which allows for a much more robust set of analytical tools for desktop users and further increase the City's ability to deploy the enterprise GIS to even more users. In addition, new software applications introduced by the vendor and been included in the ELA further increasing the value the City receives from the agreement. Based on this evaluation, entering into a new ELA term with ESRI will continue to provide a better value for the City and is therefore recommended.

Under Tigard Public Contracting Rule 10.125 (Software), the city may award a contract without a formal competitive process if it is determined that little competition exists for the required software. Factors in the determination on whether or not competition exists include:

- The extent to which software is integrated with the City's systems including both hardware and software
- The stability of the software company
- The overall cost of the software

Under these conditions, especially the integration factor of the ESRI software as noted above, staff recommends the Local Contract Review Board award the contract for an enterprise license agreement to ESRI for their core GIS software.

## **OTHER ALTERNATIVES**

No other alternative exists at a reasonable cost and effort level for the city's existing GIS system.

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

No City Council Goals are directly impacted, however the City's GIS is an important analytical and information system that supports City Council Goals.

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

A request for an ELA agreement with ESRI was presented and approved by City Council in 2008 as well as 2010.

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### **Fiscal Impact**

**Cost:** \$105,000

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

**Where budgeted?:** IT Division

**Additional Fiscal Notes:**

The cost of the enterprise license agreement is \$105,000 over three years. The funds for the cost of the license are annually allocated in the Information Technology division.

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## **Attachments**

ESRI Quote for ELA Renewal

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# Quotation # 20439402

Date: December 16, 2013

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
606 Columbia St NW, Ste 300  
Olympia, WA 98501-1099  
Phone: (909) 793-2853 Fax: (360) 943-6910  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 7853 Contract #  
City of Tigard  
Financial & Information Services Dept  
13125 SW Hall Blvd  
Tigard, OR 97223-8199  
ATTENTION: Preston Beck  
PHONE: (503) 718-2404  
FAX: 503-718-2766

To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 12/16/2013 To: 03/16/2014

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement: Year 1	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement: Year 2	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement: Year 3	35,000.00	35,000.00
115572	1	ArcPad Populations of 25,001 to 50,000 Small Government Enterprise License Agreement: Year 1	750.00	750.00
115572	1	ArcPad Populations of 25,001 to 50,000 Small Government Enterprise License Agreement: Year 2	750.00	750.00
115572	1	ArcPad Populations of 25,001 to 50,000 Small Government Enterprise License Agreement: Year 3	750.00	750.00
			Item Total:	107,250.00
			Subtotal:	107,250.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			<b>Total:</b>	<b>\$107,250.00</b>

The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
116998	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training	4,550.00	4,550.00
116996	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 15 Days Prepaid ILT / ILV, Over 3 Year Term, per Student Seat, 5 Days per Annum Over 3 Year Term Instructor Led Training	2,275.00	2,275.00
116997	1	Small Enterprise License Agreement Training Package at ESRI Site 21 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 7 Days per Annum Instructor Led Training	3,185.00	3,185.00

\* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

<b>For questions contact:</b> Sarah Barnes <b>Email:</b> <a href="mailto:sbarnes@esri.com">sbarnes@esri.com</a> <b>Phone:</b> (909) 793-2853 x8934
<p>Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions  This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.</p> <p><b>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</b></p>



**Quotation # 20439402**

**Date:** December 16, 2013

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**  
606 Columbia St NW, Ste 300  
Olympia, WA 98501-1099  
**Phone: (909) 793-2853 Fax: (360) 943-6910**  
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 7853 Contract #**  
City of Tigard  
Financial & Information Services Dept  
13125 SW Hall Blvd  
Tigard, OR 97223-8199  
**ATTENTION: Preston Beck**  
**PHONE: (503) 718-2404**  
**FAX: 503-718-2766**

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 12/16/2013 To: 03/16/2014*

**BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.**

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal), which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: \$ \_\_\_\_\_, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

\* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

**For questions contact:** Sarah Barnes      **Email:** [sbarnes@esri.com](mailto:sbarnes@esri.com)      **Phone:** (909) 793-2853 x8934

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions  
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

***If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630***



**SMALL  
ENTERPRISE LICENSE AGREEMENT  
COUNTY AND MUNICIPALITY**

**Authorized Distributor/Esri Use Only:**  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("**Licensee**"); **Environmental Systems Research Institute, Inc. ("Esri")**; and, if Licensee is located outside the United States of America (US), the Authorized Distributor listed on the signature page ("**Authorized Distributor**"). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the US.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) Small Enterprise License Agreement, (ii) the License Agreement, and (iii) the ELA Quotation. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

**Table A  
List of Enterprise Products**

**Unlimited Quantities**

**Desktop Software and Extensions**

ArcGIS for Desktop Advanced  
 ArcGIS for Desktop Standard  
 ArcGIS for Desktop Basic  
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Server Software and Extensions**

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)  
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime Standard  
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

**Limited Quantities**

One (1) Annual Subscription to Esri Developer Network (EDN) Standard\*  
 One (1) Esri CityEngine Advanced Single Use License  
 One (1) Esri CityEngine Advanced Concurrent Use License  
 One (1) ArcGIS Online Subscription\*

**Other Benefits**

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	<b>Level 3</b>
Number of Esri International User Conference Registrations provided annually	<b>3</b>
Number of Tier 1 Help Desk Individuals authorized to call Esri	<b>3</b>
Maximum number of sets of backup media, if requested**	<b>2</b>
Virtual Campus Annual User License allowance	<b>7,500</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

\*ELA Maintenance is not provided for these items.

\*\*Additional sets of backup media may be purchased for a fee.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

\_\_\_\_\_  
(Licensee)

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**  
(Esri)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

### LICENSEE CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

ELA Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

**"Deploy"** means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

**"ELA Maintenance"** means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

**"ELA Quotation"** means the Small Enterprise License Agreement offer letter and quotation form provided separately by Esri or its Authorized Distributor to Licensee.

**"ELA Fee"** means the fee set forth in the ELA Quotation.

**"Enterprise Products"** means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

**"Incident"** means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"License Agreement"** means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; comprised of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

**"Technical Support"** means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

**"Tier 1 Help Desk"** means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

**"Tier 2 Support"** means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support. Licensees located in the US will receive Tier 2 Support from Esri. Licensees outside the US will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

**2.2 Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

**3.2 No Use upon Expiration or Termination.** All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

**3.3 Termination for Lack of Funds.** For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

## 4.0—ENTERPRISE PRODUCT UPDATES

**4.1 Future Updates.** Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

**4.2 Product Life Cycle.** During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://resources.arcgis.com/content/product-life-cycles>. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

## 5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri US Software Maintenance Program document (found at <http://www.esri.com/legal>) for US-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

### a. Tier 1 Support Provided by Licensee

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

### b. Tier 2 Support Provided by Esri or Its Authorized Distributor

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.
2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

## 6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri Products and Services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri Products or Services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the US or (b) Authorized Distributor if Licensee is located outside the US. The report will be subject to audit.

**7.3 Renewal.** Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

## 8.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

Licensee shall notify Esri and, if applicable, its Authorized Distributor in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (hereinafter

subsections i, ii, and iii collectively referred to as "Ownership Change"). There will be no decrease in the ELA Fee as a result of any Ownership Change.

**8.1** If an Ownership Change increases the cumulative meter or customer count beyond the maximum level for this existing ELA, Esri and, if applicable, its Authorized Distributor reserve the right to increase the ELA Fee to the next higher ELA Fee level that applies to the new cumulative meter or customer count. In the event the Ownership Change increases the cumulative meter or customer count beyond the limits of this ELA, Esri and, if applicable, its Authorized Distributor have the option to terminate this ELA and the parties will negotiate a different agreement.

**8.2** If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization shall uninstall, remove, and destroy or transfer the Enterprise Products to Licensee.

**8.3** This ELA may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri and, if applicable, its Authorized Distributor in writing in advance. If the assignment to the new entity is not approved, Licensee shall require any successor entity to uninstall, remove, and destroy the Enterprise Products, and this ELA will terminate upon such Ownership Change.

## 9.0—TRAINING

**9.1 Training Description.** Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

## **9.2 Unique Terms for the Small Enterprise Training Package**

- a.** To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
- b.** Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.
- c.** An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
- d.** Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- e.** The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
- f.** Esri will invoice for outstanding training expenses where applicable.
- g.** Training days are not transferable and not refundable for any other Esri Products or services.

**AIS-1662**

**8.**

**Business Meeting**

**Meeting Date:** 03/25/2014

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

**Agenda Title:** Briefing on an Agreement with ODOT Regarding Power Costs to Operate a Streetlight at the Intersection of Pacific Highway and Durham Road

**Prepared For:** Mike McCarthy, Public Works

**Submitted By:** Renee Ferguson, Public Works

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

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

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

The council will be briefed on a cooperative improvement agreement with the Oregon Department of Transportation (ODOT) regarding power costs to operate a streetlight at the intersection of Pacific Highway and Durham Road.

**STAFF RECOMMENDATION / ACTION REQUEST**

No action is required; formal consideration of the agreement is scheduled on the council's April 8, 2014, consent agenda.

**KEY FACTS AND INFORMATION SUMMARY**

**Background**

ODOT is wrapping up the design on a project to improve safety on Pacific Highway near Fischer Road, just south of Tigard. This is a safety project to reduce the number of crashes involving drivers turning left into or out of Royal Villa Drive, which is about 275 feet north of Fischer Road. Project plans include extending the center median across this intersection to physically prevent drivers from turning left into or out of Royal Villa Drive. Drivers from Royal Villa wishing to travel southbound will need to make a U-turn at the Pacific Highway/Durham Road intersection. ODOT will be replacing the signal pole and equipment at the northeast corner of the intersection to facilitate this U-turn movement.

Staff has received complaints and safety concerns about the darkness of the crosswalk across Pacific Highway on the north side of Durham Road. The signal pole replacement for this

project provides the opportunity to install a luminaire (streetlight), and ODOT will fund the installation of the streetlight.

The city currently pays for the power costs of the Pacific Highway/Durham Road traffic signal under an agreement signed in 1981. This agreement also includes power costs for most of the other traffic signals along Pacific Highway in Tigard and streetlight power costs at many of these other intersections. The additional costs to operate the new streetlight will be added to the city's monthly power costs.

### **Agreement Terms Summary**

- ODOT will design, construct, and maintain the new traffic signal/streetlight pole.
- The city will continue to pay the power bills for the traffic signal, as well as the additional power costs for the new streetlight.

### **Additional Information**

More information about the overall project can be found on the project website at <http://www.oregon.gov/ODOT/HWY/REGION1/pages/fischer.aspx>

The project will include a sidewalk along the east side of Pacific Highway from Fischer Road to the Tigard Towne Square (Albertson's) shopping center. It will also include lengthened left turn lanes at the Pacific Highway/Fischer Road and Pacific Highway/Durham Road intersections and will clarify which portion of the northbound right turn lane is for turns into the shopping center and which portion is for right turns onto Durham Road.

### **OTHER ALTERNATIVES**

The council could propose changes to the agreement or could decide not to approve the agreement. Should the council decide not to approve the agreement, it is likely that ODOT would remove the streetlight from the project and this opportunity to illuminate the crosswalk would be lost.

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

Completion of this project would make progress towards Tigard's Transportation System Plan and strategic plan goals of improving walkability as well as improved pedestrian safety.

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

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

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## **Fiscal Impact**

### **Fiscal Information:**

Electricity for the new streetlight is anticipated to cost approximately \$16 per month or \$192 per year. The current fiscal year 2013-2014 budget includes \$544,693 for electricity for streetlights and traffic signals, which is sufficient to cover the power cost of the additional streetlight.

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## Attachments

Cooperative Improvement Agreement

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**COOPERATIVE IMPROVEMENT AGREEMENT  
OR 99W: SW Fischer Road to SW Durham Road  
MP 11.00 to MP 12.10  
Illumination and Maintenance**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF TIGARD, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Pacific Highway West (OR 99W), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). SW Durham Road is a part of the city street system under the jurisdiction and control of city.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes.
4. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of city street remains with the Agency.
5. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
6. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
7. By Agreement Number 6396, executed July 13, 1981, State and Agency agreed that Agency would accept all responsibility for, and pay all costs of, electrical energy consumed in operation of the traffic signals on the Pacific Highway West (OR 99W) at SW Durham Road. State and Agency mutually agree and understand that the

agreement of July 13, 1981 shall remain in full force and effect, except as expressly modified by this agreement.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

### **TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree that as part of a larger project constructed by State, State will be replacing the existing signal pole in the NE corner of the Durham Road intersection with a combo signal/luminaire pole, hereinafter referred to as "Project." The Project includes replacement of the signal pole with luminaire, reconstruction of the sidewalk surrounding the replaced signal pole. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The total project cost for the signal pole and sidewalk is estimated at \$70,000. The Project shall be financed by State with funds available to State.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

### **AGENCY OBLIGATIONS**

1. Agency grants State the right to enter onto city right of way for the performance of duties as set forth in this Agreement.
2. Agency, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of streets that intersect the state highway, if any there be in connection with or arising out of the Project covered by the Agreement
3. Agency shall, as provided in Agreement No. 6396, be responsible for one hundred (100%) percent of electrical power for the traffic signal and will additionally, under this Agreement, be responsible for the power for the luminaire installed on the Project signal pole. Agency shall ensure that the power company sends the electrical bills directly to Agency.
4. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
5. Agency's Project Manager for this Project is Mike McCarthy P.E., Sr. Project Engineer, 13125 SW Hall Blvd., Tigard, OR 97223, (503) 718-2462, mikem@tigard-

or.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
2. State shall at its own expense and as provided in Agreement No. 6396, continue to perform all necessary maintenance of Project traffic signal and continue to control the timing established for operation of the traffic signal. State shall also, at its own expense, be responsible for all maintenance of the associated Project luminaire.
3. State shall, upon completion of the Project, perform all necessary maintenance to that portion of reconstructed sidewalk in the vicinity of the replaced signal pole.
4. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
5. State shall be responsible for all costs associated with construction and installation of the Project.
6. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on Agency's right of way.
7. State's Project Manager for this Project is Lindsay Higa, Project Leader, ODOT – Region 1, 123 NW Flanders Street, Portland, OR 97209, (503) 731-4996, [lindsay.higa@odot.state.or.us](mailto:lindsay.higa@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State  
Agreement No. 29214

This Project is in the 2012-2015 Statewide Transportation Improvement Program, Key #17701 that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**CITY OF TIGARD**, by and through its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Recorder

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Traffic

Date \_\_\_\_\_

By \_\_\_\_\_  
District 2B Manager

Date \_\_\_\_\_

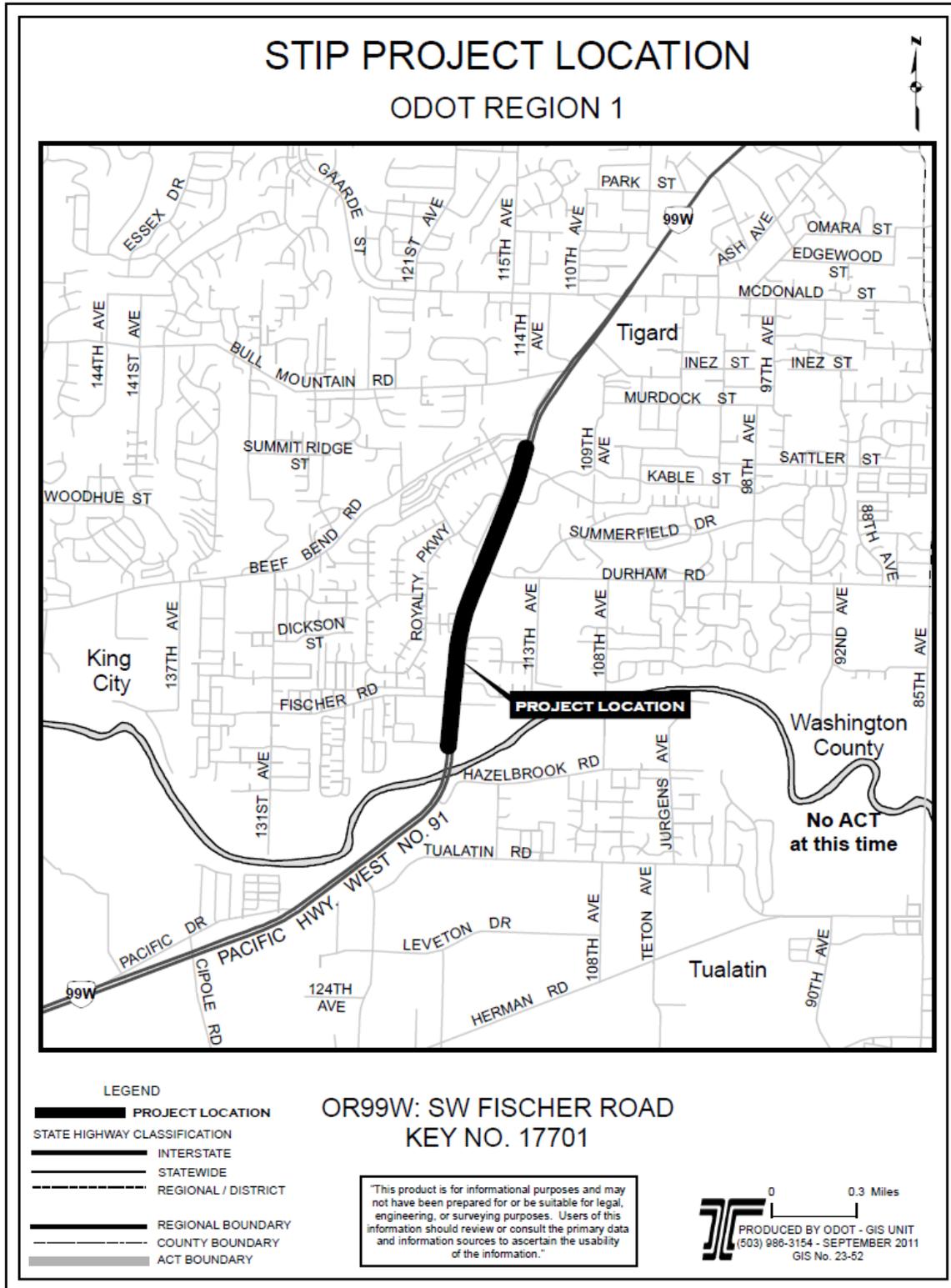
**Agency Contact:**

Mike McCarthy P.E., Sr. Traffic Engineer  
City of Tigard  
13125 SW Hall Blvd.  
Tigard, OR 97223  
(503) 718-2462  
mikem@tigard-or.gov

**State Contact:**

Lindsay Higa, Project Leader  
ODOT – Region 1  
123 NW Flanders Street  
Portland, OR 97209  
503-731-4996  
lindsay.higa@odot.state.or.us

**EXHIBIT A – Project Location Map**



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In order to reduce construction time and disruption to businesses on Main Street, the city requested that the water line work be incorporated into the bid documents for the MSGS project. In order to do that, a Cooperative Improvement (Utility) Agreement (CIA) is needed between ODOT and the city. This CIA outlines the obligations of each agency, as follows:

- The city grants ODOT the right to enter onto city right of way for the performance of work related to the water line.
- The city shall forward to ODOT an advance deposit in the amount of \$278,297.89 for the water line work. This amount is based on the engineer's estimate of total project costs. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the water line work.
- The city will inspect the water line and appurtenances and work directly with ODOT personnel.
- ODOT, or its consultant, shall conduct the necessary field surveys, studies, advertise for bid proposals, award all contracts, pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract.
- ODOT will upon completion of the project send a final bill or a refund to the city for the water line work. The final construction costs will be compared to the deposit to determine the final bill or refund amount.

## **OTHER ALTERNATIVES**

The council could propose changes to the agreement or could decide not to approve the agreement. Should the council decide not to approve the agreement, the city would be required to bid the water line work as a separate project. This would delay the Main Street project and would also result in additional disruption to businesses and increased construction time.

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

None

## **DATES OF PREVIOUS CONSIDERATION**

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

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### **Fiscal Impact**

**Cost:** \$278,297.89  
**Budgeted (yes or no):** Yes  
**Where Budgeted (department/program):** 532-Water CIP  
**Additional Fiscal Notes:**

The council approved the Fiscal Year 2013-2014 CIP, which includes the Main Street water line project. There is \$551,700 budgeted for construction of the water line. The city made the deposit with ODOT for the Main Street/Green Street project in October 2013, which included the \$278,297.89. The agreement before you was intended to be completed prior to the deposit, but both parties lost track of this document.

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### **Attachments**

Cooperative Improvement Agreement

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**COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT**  
**Main St. Water Lines**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the City of Tigard, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Pacific Highway 99W, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Main Street is a part of the city street system under the jurisdiction and control of the Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS [373.020](#), the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS [366.425](#), State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
5. State is conducting a project to retrofit the southern half of Main Street in the City of Tigard (from Highway 99 to the railroad corridor) to full green street standards and provide a multi-modal corridor to serve the downtown area. It includes widening of sidewalks, as well as reconstruction and reconfiguration of portions of the existing street and sidewalk to create a pedestrian friendly atmosphere. While the street is under construction, State will use this opportunity to replace a water line that runs under the street.
6. State entered into Local Agency Agreement No. 25365 and its subsequent Amendment with Agency to cover retrofitting the southern half of Main Street, which consists of widening sidewalks, the reconstruction and reconfiguration of existing streets, the re-directing of storm water, new street lighting and landscaping.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

### **TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree that State or its contractor shall install Agency's non reimbursable water lines on Main Street within the City of Tigard, as required to complete State's Main St: OR99W – Rail Corridor (Tigard) project, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$278,297.89 in Agency funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for all waterline associated work as described in Exhibit B, attached hereto and by this reference made a part hereof.
3. Agency and State shall coordinate Change Order(s) affecting the Utility's facilities. The fillable Contract Change Order, form 734-1169, is available at the following web site:  
  
<ftp://ftp.odot.state.or.us/techserv/construction/Construction%20Forms/1169.xls>
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

### **AGENCY OBLIGATIONS**

1. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
2. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$278,297.89 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
3. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.

4. All Agency waterline and appurtenances installed by State or its contractor will require inspections by Agency. Agency personnel will work directly with State personnel. Agency shall not contact or communicate with State's contractor without State's consent. Agency will provide all necessary documentation to State. State shall present to Agency any Contract Change Order for review and written approval by Agency.
5. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
6. Agency, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency's Project Manager for this Project is Kim McMillan, City of Tigard – Public Works, Construction Services Engineering Manager; 13125 SW Hall Blvd Tigard OR 97223; 503-718-2642; kim@tigard-or.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

2. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$278,297.89 for payment of waterline facilities. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
3. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for Project.
4. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
5. All employers, including State, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. State shall ensure that each of its contractors complies with these requirements.
6. State shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, State expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. State's Project Manager for this Project is Heather Howe, State Utility Liaison, ODOT – Technical Services, 4040 Fairview Ind. Drive SE, MS#2 Salem OR 97302, 503-986-3658, Heather.C.Howe@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by either Party upon thirty (30) days notice, in writing and delivered by certified mail or in person.

2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
  - a. If the other Party fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If the other Party 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 the other Party fails to correct such failures within ten (10) days or such longer period as the other Party may authorize.
  - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to advance this Project or the terms of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or Agency is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct

or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

State/Agency  
Agreement No. 29491

**THE CITY OF TIGARD**, by and through its  
elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Counsel

Date \_\_\_\_\_

**Agency Contact:**

Kim McMillan, Construction Services  
Engineering Manager  
City of Tigard – Public Works  
13125 SW Hall Blvd.  
Tigard, OR 97223  
503-718-2642  
[kim@tigard-or.gov](mailto:kim@tigard-or.gov)

**State Contact:**

Heather Howe, State Utility Liaison  
ODOT – Technical Services  
4040 Fairview Ind. Drive SE MS#2  
Salem OR 97302  
503-986-3658  
[Heather.C.Howe@odot.state.or.us](mailto:Heather.C.Howe@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Jason Tell, Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Michelle Thom, Region 1 Local Agency  
Liaison

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By David Hatton, Assistant Attorney  
General by email dated June 17<sup>th</sup>,  
2013

**EXHIBIT A – Project Location Map**

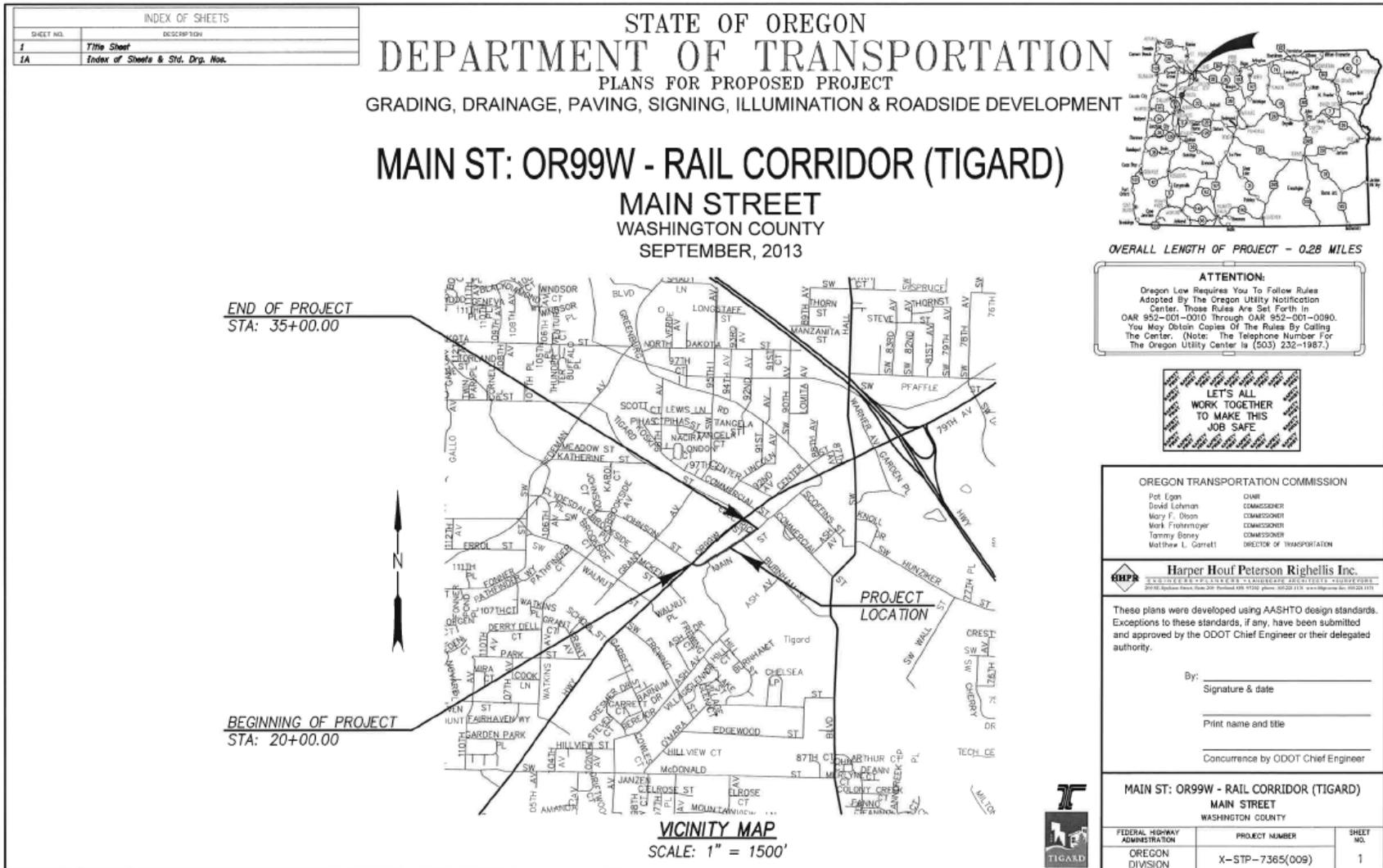


EXHIBIT B

PROJECT NAME: Main St.: OR99W - Rail Corridor (Tigard)  
 KEY NUMBER: 15600

BID ITEM NUMBER	ITEM	UNIT	QUAN	UNIT COST	ITEM COST
0589-0100000A	UTILITY ATTACHMENT ON STRUCTURES	LS	1	\$ 13,867.33	\$ 13,867.33
1140-0109000F	2 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	5	\$ 48.00	\$ 240.00
1140-0157000F	6 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	96	\$ 68.29	\$ 6,555.84
1140-0113000F	8 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	1105	\$ 40.96	\$ 45,258.13
1140-0117000F	16 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH CLASS B BACKFILL	FOOT	701	\$ 180.00	\$ 126,180.00
1140-0195000E	BLOWOFF ASSEMBLY, 2 INCH	EACH	5	\$ 1,278.13	\$ 6,390.65
1140-0300000E	8 INCH CONNECTION TO 2 INCH EXISTING MAIN	EACH	1	\$ 1,000.00	\$ 1,000.00
1140-0300000E	8 INCH CONNECTION TO 8 INCH EXISTING MAIN	EACH	2	\$ 1,500.00	\$ 3,000.00
1140-0300000E	16 INCH CONNECTION TO 16 INCH EXISTING MAIN	EACH	1	\$ 2,000.00	\$ 2,000.00
1150-0103000E	6 INCH GATE VALVE	EACH	1	\$ 779.57	\$ 779.57
1150-0104000E	8 INCH GATE VALVE	EACH	8	\$ 1,041.58	\$ 8,332.64
1150-0113000E	12 INCH BUTTERFLY VALVE	EACH	1	\$ 2,000.00	\$ 2,000.00
1150-0115000E	16 INCH BUTTERFLY VALVE	EACH	1	\$ 3,000.00	\$ 3,000.00
1150-0211000E	1 INCH COMBINATION AIR RELEASE/AIR VACUUM VALVE ASSEMBLY	EACH	4	\$ 2,000.00	\$ 8,000.00
1160-0100000E	HYDRANT ASSEMBLIES	EACH	3	\$ 2,987.22	\$ 8,961.66
1170-0101000E	1 INCH WATER SERVICE CONNECTIONS	EACH	22	\$ 1,080.17	\$ 23,763.74
1170-0103000E	2 INCH WATER SERVICE CONNECTIONS	EACH	7	\$ 2,147.67	\$ 15,033.69
1140-0160000F	12 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	32	\$68.27	\$2,184.64
1140-0300000E	8 INCH CONNECTION TO 12 INCH EXISTING MAIN	EACH	1	\$1,750.00	\$1,750.00

**TOTAL: \$ 278,297.89**